

Marysville City Council Meeting

May 28, 2019

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Mayor’s Employee Excellence Award

Audience Participation

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

- 1. Approval of the April 22, 2019 City Council Meeting Minutes.
- 2. Approval of the May 6, 2019 City Council Work Session Minutes.

Consent

- 3. Approval of the May 15, 2019 Claims in the Amount of \$597,408.02, Paid by EFT Transactions and Check Numbers 132540 through 132657 with Check Numbers 119194, 120134, 131216 and 131887 Voided.
- 4. Approval of the May 20, 2019 Payroll in the Amount of \$1,289,859.49, Paid by EFT Transactions and Check Numbers 32373 through 32406.
- 5. Approval of the May 22, 2019 Claims in the Amount of \$2,105,249.03 Paid by EFT Transactions and Check Numbers 132658 through 132865 with Check Numbers Voided.

Review Bids

Public Hearings

New Business

Marysville City Council Meeting**May 28, 2019****7:00 p.m.****City Hall**

6. Consider Approving the Agreement for Special Counsel Legal Services with Summit Law Group.

7. Consider Approving the Purchase of a New Tymco 600 Regenerative Air Sweeper in the Amount of \$307,747.00 from PacWest Machinery.

8. Consider Approving the Payment of \$36,000 to Marysville Investment Partners to Purchase an Easement for Stormwater Sewer Purposes.

9. Consider Approving the Language Changes made by City of Lake Stevens to the Soper Hill Road and Powerline Trail Interlocal Agreements.

Legal**Mayor's Business****Staff Business****Call on Councilmembers****Adjournment/Recess****Executive Session**

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

Reconvene**Adjournment**

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

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Proclamation: Declaring June 2019 Myasthenia Gravis Awareness Month in Marysville	
Vision 2050 Briefing	
Audience Participation	
Approval of Minutes	
Approval of the March 25, 2019 City Council Meeting Minutes.	Approved
Approval of the April 1, 2019 City Council Work Session Minutes.	Approved
Approval of the April 8, 2019 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the April 3, 2019 Claims in the Amount of \$4,890,670.51 Paid by EFT Transactions and Check Numbers 131528 through 131684 with Check Number 129388 Voided.	Approved
Approval of the April 5, 2019 Payroll in the Amount of \$1,766,253.17 Paid by EFT Transactions and Check Numbers 32301 through 32329.	Approved
Approval of the April 10, 2019 Claims in the Amount of \$761,592.51 Paid by EFT Transactions and Check Numbers 131685 through 131779 with No Check Numbers Voided.	Approved
Approval of the April 17, 2019 Claims in the Amount of \$574,308.30 Paid by EFT Transactions and Check Numbers 131880 through 132089 with Check Numbers 121673, 122429, 123233, 123720 and 128112 Voided.	Approved
Approval of the April 19, 2019 Payroll in the Amount of \$1,275,908.29 Paid by EFT Transactions and Check Numbers 32330 through 32343.	Approved
Review Bids	
Public Hearings	
New Business	
Consider approving the 2018 Pavement Preservation Project with Cadman Materials Inc., Starting the 45-day Lien Filing Period for Project Closeout.	Approved
Consider Approving the Interlocal Agreement with Snohomish County for the Human Services Grant to use towards the Ending Homelessness Program.	Approved
Consider Approving an Ordinance Dedicating the Described Parcels as Right-of-Way.	Approved Ordinance No. 3127
Consider Approving the Member Placement Contract between Washington State Employment Security Department Washington Service Corps and the City of Marysville for a Full-Time Federally Funded Position to Assist with Outreach Efforts.	Approved
Consider Approving a Resolution Accepting the Gift as Intended from the Marysville Rotary.	Approved Resolution No. 2468
Legal	
Mayor's Business	

Staff Business	
Call on Councilmembers	
Adjournment	7:53 p.m.

COUNCIL



DRAFT
MINUTES

Regular Meeting
April 22, 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. Aaron Thompson of Marysville Foursquare Church gave the invocation.

Roll Call

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

- Mayor:** Jon Nehring
- Council:** Mark James, Tom King, 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, Risk/Emergency Management Manager Diana Rose, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

Tom King reported on last week’s Fire Board meeting. Fire Marshall Tom Maloney received an accreditation award through the Center for Public Safety Excellence. Chief McFalls presented that award. The personnel committee met, interviewed, and chose one firefighter. The City has received its allocation of the Community Development Block Grant. The funds will be disbursed evenly between the applicants.

Steve Muller reported on last week's Snohomish County Solid Waste Advisory Committee met. A representative from the State of Washington discussed recycling issues.

Presentations

- A. Proclamation: Declaring June 2019 Myasthenia Gravis Awareness Month in Marysville

Mayor Nehring read the proclamation declaring June 2019 as Myasthenia Gravis Awareness Month in the City of Marysville and urging all residents to join in an attempt to focus attention on the need for education, treatment, research, and ultimately a cure for this currently incurable disease. Mayor Nehring recognized Cory Russell was present and instrumental in bringing this proclamation forward.

- B. Vision 2050 Briefing

Director Koenig gave a PowerPoint briefing on Vision 2050. He covered the Vision 2050 Work Program, population forecast, employment forecast, SEPA process, key policies, and growth alternatives.

Audience Participation

Kelli Thode, Executive Director of Red Cross serving Snohomish County, gave a community update of Red Cross activities that have affected Marysville. She also announced the Sound the Alarm event which will be held on Saturday 4/27 where 100,000 alarms will be installed around the country. There will be three locations in Marysville for the event. There will be a blood drive on May 8 at Sno-Isle.

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

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

Motion made by Councilmember James, seconded by Councilmember King, to approve the March 25, 2019 City Council Meeting Minutes. **Motion** passed unanimously.

2. Approval of the April 1, 2019 City Council Work Session Minutes.

Motion made by Councilmember Muller, seconded by Councilmember Vaughan, to approve the April 1, 2019 City Council Work Session Minutes. **Motion** passed with Councilmembers Norton and Stevens abstaining.

3. Approval of the April 8, 2019 City Council Meeting Minutes.

DRAFT

Motion made by Councilmember Stevens, seconded by Councilmember King, to approve the April 8, 2019 City Council Meeting Minutes. **Motion** passed with Councilmember Norton abstaining.

Consent

4. Approval of the April 3, 2019 Claims in the Amount of \$4,890,670.51 Paid by EFT Transactions and Check Numbers 131528 through 131684 with Check Number 129388 Voided.
5. Approval of the April 5, 2019 Payroll in the Amount of \$1,766,253.17 Paid by EFT Transactions and Check Numbers 32301 through 32329.
6. Approval of the April 10, 2019 Claims in the Amount of \$761,592.51 Paid by EFT Transactions and Check Numbers 131685 through 131779 with No Check Numbers Voided.
7. Approval of the April 17, 2019 Claims in the Amount of \$574,308.30 Paid by EFT Transactions and Check Numbers 131880 through 132089 with Check Numbers 121673, 122429, 123233, 123720 and 128112 Voided.
8. Approval of the April 19, 2019 Payroll in the Amount of \$1,275,908.29 Paid by EFT Transactions and Check Numbers 32330 through 32343.

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve Consent Agenda items 4-8. **Motion** passed unanimously.

Review Bids

Public Hearings

New Business

9. Consider approving the 2018 Pavement Preservation Project with Cadman Materials Inc., Starting the 45-day Lien Filing Period for Project Closeout.

Director Nielsen reviewed this item relating to the TBD overlay on three major roadways.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to authorize the Mayor to accept the 2018 Pavement Preservation Project with Cadman Materials Inc., Starting the 45-day Lien Filing Period for Project Closeout. **Motion** passed unanimously.

10. Consider Approving the Interlocal Agreement with Snohomish County for the Human Services Grant to use towards the Ending Homelessness Program.

CAO Hirashima explained this is for the flex fund for the embedded social worker.

Motion made by Councilmember King, seconded by Councilmember Toyer, to authorize the Mayor to approve the Interlocal Agreement with Snohomish County for the Human Services Grant to use towards the Ending Homelessness Program. **Motion** passed unanimously.

11. Consider Approving an Ordinance Dedicating the Described Parcels as Right-of-Way.

City Attorney Walker explained this is related to the parcels the City acquired between State and Alder for the 1st Street bypass project. It segregates out the portion of the lots that will be used for right-of-way.

Councilmember Muller asked about PSE relocation which would be required as a result of this. Director Nielsen thought he might be referring to relocation related to the 529 site. Director Koenig commented that there is a mitigation site that the Department of Transportation is creating for the new 529 on-ramps and off-ramps. Through that mitigation site there are a bunch of utilities that need to be moved. There will be a presentation next week related to this.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve Ordinance No. 3127. **Motion** passed unanimously.

12. Consider Approving the Member Placement Contract between Washington State Employment Security Department Washington Service Corps and the City of Marysville for a Full-Time Federally Funded Position to Assist with Outreach Efforts.

Diana Rose, Risk/Emergency Management Manager, introduced this item related to an Americorps Volunteer which is a federally funded position. This person will assist with outreach efforts in the community.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign the Member Placement Contract between Washington State Employment Security Department Washington Service Corps and the City of Marysville for a Full-Time Federally Funded Position to Assist with Outreach Efforts. **Motion** passed unanimously.

13. Consider Approving a Resolution Accepting the Gift as Intended from the Marysville Rotary.

Chief Smith explained that this gift of \$31,597.20 from the Marysville Rotary will go towards the anti-bullying campaigns with the School Resource Officers and Youth Services Unit. He commended parks for their involvement with this.

Motion made by Councilmember King, seconded by Councilmember Stevens, to approve Resolution No. 2468. **Motion** passed unanimously.

Legal

Mayor's Business

Mayor Nehring thanked the Parks Department for putting on a great event this weekend.

Staff Business

Chief Smith:

- He attended a very informative conference for trauma recovery and resiliency for military, law enforcement and first responders.
- He found out he was one of six people selected as part of a national law enforcement board looking at school safety issues.
- Police have addressed some transient camps, but there are additional ones that need to be addressed. He encouraged community members to provide insights.
- Public Safety meeting this week.

Director Langdon commented that the auditors will be here on May 7.

Director Koenig had no comments.

Chief McFalls:

- Congratulations to Commander Thomas and Chief Smith for that grant and for the anti-bullying campaign.
- Thanks to Jim Ballew for the Easter Egg Hunt.

Director Ballew:

- The Easter Egg Hunt was short and sweet this week. He thanked Councilmembers for helping out. He commended Andrea Kingsford who organized this event.
- There was a tree planting event tonight at Jennings Park for Earth Day, and there will be more Earth Day events this weekend at Strawberry Fields.

Kevin Nielsen reported that Clean Sweep will be happening this Saturday.

Jon Walker had no comments.

Gloria Hirashima had no comments.

Call on Councilmembers

DRAFT

Jeff Vaughan reported that on Tuesday, April 9 he went out with the Streets Crew to the house that was moved down State Avenue. Police and Streets crews did a great job coordinating this. He appreciated the opportunity to be part of this.

Mark James:

- On Thursday, April 11 he attended the PSRC Transportation Policy Board meeting in Seattle. They talked about the new Community Transit SWIFT Green Line opening and other Snohomish County projects. They also received an update on the Alaskan Way viaduct project.
- Marysville Family Volunteer Program will have its first project on May 11 at the Strawberry Fields Dog Park to help spread wood chips from 9-11 a.m.

Tom King:

- The Easter Egg Hunt was another great event. They also collected a lot of food for the food bank.
- The Strawberry Festival Board met with the City today. He thanked the City for all the support.

Michael Stevens had no comments.

Rob Toyer had no comments.

Steve Muller commented that the Easter Egg Hunt was a great event.

Kamille Norton noted it was good to be back.

Adjournment

The meeting was adjourned at 7:53 p.m.

Approved this _____ day of _____, 2019.

Mayor
Jon Nehring

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Index #2

COUNCIL*DRAFT*
MINUTES

Work Session
May 6, 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, Deputy City Attorney Burton Eggertsen, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, City Engineer Jeff Laycock, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

Tom King:

- The Parks board meeting scheduled for last week was cancelled due to lack of a quorum. The next one will be in July.
- He attended the Snohomish County Fire Commissioners meeting last Thursday where there was a speaker regarding Public Works projects throughout the county.

Mark James:

- He reported on the Snohomish County Tomorrow Steering Committee where they discussed the Vision 2050 draft update for the Supplemental Environmental Impact Study.
- On Thursday, April 25, the Government Affairs Committee met with Tulalip Tribes and discussed what is going on with each jurisdiction.
- Economic Development Committee met on April 29 and talked about the waterfront development.
- Government Affairs Committee met on April 30 with Marysville School Board. There was discussion about more accountability.

Presentations

A. I-5, Everett to Marysville

City Engineer Jeff Laycock made a PowerPoint presentation regarding the SR529 interchange project including benefits, timeline, current activities, environmental mitigation, traffic simulation models with the different options, and next steps.

B. 2018 Transportation Benefit District Annual Report

City Engineer Laycock presented the annual report detailing the District's history, revenues, expenditures, and status of all projects including cost and construction schedules.

Discussion Items

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

Consent

1. Approval of the April 24, 2019 Claims in the Amount of \$1,210,074.65 Paid by EFT Transactions and Check Numbers 132090 through 132243 with No Check Numbers Voided.
2. Approval of the May 1, 2019 Claims in the Amount of \$1,432,384.73 Paid by EFT Transactions and Check Numbers 132244 through 132381 with No Check Numbers Voided.
3. Approval of the May 3, 2019 Payroll in the Amount of \$1,758,494.07, Paid by EFT Transactions and Check Numbers 32344 through 32372.

Review Bids

DRAFT

4. Consider the 2019 Pavement Preservation Program Contract with Cadman Materials, Inc. in the Amount of \$1,422,192.00 including Washington State Sales Tax and Approve a Management Reserve of \$150,808.00 for a Total Allocation of \$1,573,000.00.

Director Nielsen reviewed the 2019 overlay contract for State Avenue and 27th. He explained that this is a very good bid, but if more money is available through the TBD additional overlay projects might come forward in the future.

5. Consider the 1st Street Bypass Project Contract with Scarsella Bros., Inc. in the Amount of \$12,947,526.86 including Washington State Sales Tax and Approve a Management Reserve of \$647,376.34 for a Total Allocation of \$13,594,903.00.

Director Nielsen reviewed this item. Staff is recommending awarding the bid to the low bidder even though it was a little over the engineer's estimate. This is an important step to begin the project. This includes decorative lighting on the south side and a pedestrian path which will be tied into the other pedestrian path.

Public Hearings

New Business

6. Consider the Ebey Waterfront Trail Phase III Project with Taylors Excavators, Inc., Starting the 45-day Lien Period for Project Closeout.

Director Nielsen reviewed this item.

7. Consider the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Funding for the 2019 Citywide Highway Safety Improvement Project.

Director Nielsen reviewed this item relating to citywide safety improvements.

8. Consider the Professional Services Agreement for the Historic Green Retrofit Project with Gray and Osborne, Inc. in the Amount of \$244,615.00.

Director Nielsen reviewed this item.

9. Consider the Professional Services Agreement for the Update to the Pavement Management System with Transportation Solutions, Inc. in the Amount of \$151,995.00.

Director Nielsen stated that this relates to a necessary update on the Pavement Management System and is important in order to prioritize projects.

10. Consider the Professional Services Agreement for the Development of the ADA Transition Plan with Transportation Solutions, Inc. in the Amount of \$119,000.00.

DRAFT

Director Nielsen explained that this is for the ADA Transition Plan. It is required in order to get federal grant money in the future.

11. Consider Supplemental Agreement No. 3 with WSP USA, Inc., in the Amount of \$479,343.00 for Construction Support Services for the 1st Street Bypass Project.

Director Nielsen explained that this is for construction support for the 1st Street bypass.

12. Consider the Professional Services Agreement with Akana, Inc. for Construction Management Support Services on the WWTP Headworks Retrofit Project in the Amount of \$449,105.00 Including Washington State Sales Tax.

Director Nielsen explained this is construction management support for the headworks.

13. Consider an Interlocal Agreement with City of Lake Stevens for Outdoor Video Services.

Director Ballew explained that this allows the City to provide video services for the City of Lake Stevens in August.

14. Consider the 2019 Strawberry Festival Proposal and Master Agreement with Maryfest, Inc.

Director Ballew presented the Strawberry Festival Proposal and Master Agreement. There will be a revised contract with some minor changes coming before next week.

15. Consider a Resolution Amending Procurement Procedures.

Director Langdon reviewed updates to the procurement policy. Some were based on the audit last year.

Legal

Mayor's Business

Mayor Nehring:

- He reported on the legislative session. He thanked staff and the Council, and local legislators.
- There will be a ribbon cutting at Ryder on Wednesday at 11 a.m.
- Happy Birthday to Councilmember Tom King.

Staff Business

Director Nielsen commented that staff will get traffic counts to the Council. He reported he was at a conference last week and received positive leadership information he will be utilizing in Public Works.

Director Langdon reported that the auditors entered the building today.

Director Koenig had no comments.

Chief Smith had no comments.

Chief McFalls expressed appreciation to the Council for the role they played in getting the RFA passed.

Director Ballew:

- The fishing derby was very successful. This was a great Marysville event.
- The Kiwanis club was honored on Thursday.

Burton Eggertsen stated the need for an Executive Session to discuss one item regarding real estate for five minutes with action expected.

Gloria Hirashima thanked to Chief McFalls, Connie Mennie, and the Council for all the work on the RFA.

Call on Councilmembers

Rob Toyer:

- The fishing derby was a great event.
- Thanks to Chief McFalls for all the work on the RFA.

Jeff Vaughan:

- He was sorry to have missed the fishing derby which he and his family have enjoyed in the past.
- He reported on a recent trip he took to Denver.

Tom King:

- Thanks to the City for the breakfast honoring the Kiwanis Club.
- This Saturday is the Post Office food drive.

Mark James:

- Thanks to everyone for the work on the RFA.
- The Rotary club had a Work Day on Saturday at Jennings Park.
- He attended the Day of Prayer which was a nice event.
- He reported on Point Ruston in Tacoma which is an impressive waterfront, mixed use area.

Michael Stevens:

DRAFT

- He is pleased to be moving forward in the RFA process.
- He commended staff and Sandy Langdon for their preparation for the auditors.

Steve Muller:

- The meeting with the school district went very well.
- He noted that Grove Elementary had a cultural diversity heritage event which was very impressive.
- He is very pleased with the progress on transportation projects and the RFA.

Kamille Norton:

- She was pleased about the funding received from the State.
- Happy Birthday to Tom King.

Council recessed at 8:15 p.m. for five minutes before reconvening in Executive Session at 8:20 p.m. for five minutes to discuss one item related to a real estate with action expected.

Executive Session

Real Estate – one item, RCW 42.30.100(1)(b)

Executive Session ended at 8:25.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to authorize the Mayor to sign the possession and use agreement with MMA, LLC for property necessary for the 1st Street Bypass Project in the amount of \$200,000. **Motion** passed unanimously.

Adjournment

The meeting was adjourned at 8:25 p.m.

Approved this _____ day of _____, 2019.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 28, 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 May 15, 2019 claims in the amount of \$597,408.02 paid by EFT transactions and Check No.'s 132540 through 132657 with Check No.'s 119194, 120134, 131216 & 131887 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

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 **\$597,408.02 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 132540 THROUGH 132657 WITH CHECK NO'S 119194, 120134, 131216 & 131887 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 **28th DAY OF MAY 2019.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/9/2019 TO 5/15/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132540	LICENSING, DEPT OF	DEALERS LICENSE-WALMART	GENERAL FUND	125.00
132541	LICENSING, DEPT OF	CPL BATCH 5/7/19	GENERAL FUND	111.00
132542	ADAMS, SIDNEY S & LO ADAMS, SIDNEY S & LO	UB REFUND	WATER/SEWER OPERATION	25.21
132543	ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S	JANITORIAL SERVICE JANITORIAL SERVICE-KBCC JANITORIAL SERVICE	WATER FILTRATION PLANT COMMUNITY CENTER SUNNYSIDE FILTRATION COMMUNITY CENTER UTIL ADMIN COURT FACILITIES CITY HALL WASTE WATER TREATMENT WATER QUAL TREATMENT PUBLIC SAFETY BLDG PARK & RECREATION FAC	87.81 100.00 407.79 878.10 878.10 1,317.15 1,317.15 1,403.30 1,756.09 1,896.70 3,951.47
132544	ALL BATTERY SALES &	BATTERY	SMALL ENGINE SHOP	89.41
132545	ALPINE PRODUCTS INC	SPEED BUMP SYMBOLS	TRAFFIC CONTROL DEVICES	171.16
132546	AM TEST INC	LAB ANALYSIS	STORM DRAINAGE	100.00
132547	AOC FINANCIAL SERVIC	DMCMA CONFERENCE REGISTRATION	MUNICIPAL COURTS	150.00
132548	APA WASHINGTON	EMPLOYMENT AD	COMMUNITY	100.00
132549	ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP EQUIPMENT RENTAL	6.56 70.88
132550	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	42.56
132551	BALBIANI, JESSICA	REIMBURSE EARTH DAY EXPENSE	STORM DRAINAGE	127.73
132552	BARKER, ROCHELLE	REIMBURSE OFFICE SUPPLY EXPENSE	LEGAL - PROSECUTION	142.14
132553	BICKFORD FORD BICKFORD FORD	DOOR LOCK SWITCH SENSORS	EQUIPMENT RENTAL EQUIPMENT RENTAL	9.05 201.07
132554	BLUE MARBLE ENV	RECYCLING PROGRAM SUPPORT	SOLID WASTE OPERATIONS	10,825.98
132555	BOEHRET, DON	UB REFUND	GARBAGE	215.69
132556	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	287,665.47
132557	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,300.00
132558	BRIM TRACTOR BRIM TRACTOR BRIM TRACTOR	MOUNTING PLATE AMBER BEACON LIGHTS DRIVESHAFT, BRACKETS AND HARDWARE	EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL	19.40 526.29 1,021.33
132559	BRUCE C ALLEN & ASSO BRUCE C ALLEN & ASSO	APPRAISAL SERVICES	GMA-PARKS GMA-PARKS	3,750.00 3,900.00
132560	CAPERON, SHEA	INSTRUCTOR SERVICES	COMMUNITY CENTER	153.00
132561	CAPITAL INDUSTRIES CAPITAL INDUSTRIES	DUMPSTER LIDS 10X DUMPSTERS	SOLID WASTE OPERATIONS SOLID WASTE OPERATIONS	2,404.60 10,257.91
132562	CASCADE SECURITY CASCADE SECURITY	SECURITY SERVICES	PROBATION MUNICIPAL COURTS	1,013.25 3,039.75
132563	CELINA E RIVERA VAZQ	UB REFUND	WATER/SEWER OPERATION	159.50
132564	CENTRAL WELDING SUPP CENTRAL WELDING SUPP CENTRAL WELDING SUPP CENTRAL WELDING SUPP CENTRAL WELDING SUPP	GLOVES SAFETY VESTS PADLOCKS AND GLOVES PADLOCKS AND DUCT TAPE SAFETY VESTS	ER&R ER&R ER&R ER&R ER&R	13.12 41.53 88.54 174.31 373.82
132565	CHENNAULT, KARI	REIMBURSE CLEAN SWEEP EXPENSE	PROTECTIVE INSPECTIONS	182.48
132566	CHKFREE BACK OFF WAL	UB REFUND ACCT 45179001	WATER/SEWER OPERATION	267.73
132567	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.53
132568	COASTAL FARM & HOME COASTAL FARM & HOME COASTAL FARM & HOME	BOOTS AND JEANS-MILLIGAN BOOTS AND JEANS-HERZOG BOOTS AND JEANS-WATSON	COMMUNITY COMMUNITY COMMUNITY	240.36 275.41 319.05
132569	COOP SUPPLY	SPRAY TANK	PARK & RECREATION FAC	57.92
132570	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION DETENTION & CORRECTION	137.52 2,662.99
132571	CRAIG, JEANETTE	REFUND CLASS FEES	PARKS-RECREATION	15.00
132572	CRIMINAL JUSTICE CRIMINAL JUSTICE	TRAINING-BREVIG TRAINING-PERRY	POLICE TRAINING-FIREARMS POLICE TRAINING-FIREARMS	50.00 50.00
132573	D R HORTON	UB REFUND	WATER/SEWER OPERATION	52.40
132574	D R HORTON		GARBAGE	59.40

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132575	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	25.00
132576	DELL	GIS DMZ SERVER	UTIL ADMIN	10,576.65
	DELL	BACKUP EXPANSION	IS REPLACEMENT ACCOUNTS	13,182.82
132577	DICKS TOWING	TOWING EXPENSE-#P145	RISK MANAGEMENT	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-21269	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-21990	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-22392	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-22659	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-22913	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-23378	POLICE PATROL	71.74
	DICKS TOWING	TOWING EXPENSE-MP19-20050	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-MP19-21115	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-MP19-21259	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-MP19-18343	POLICE PATROL	96.07
	DICKS TOWING	TOWING EXPENSE-#P155	RISK MANAGEMENT	143.46
	DICKS TOWING	TOWING EXPENSE-MP19-17924	POLICE PATROL	300.58
	DICKS TOWING	TOWING EXPENSE-#H014	RISK MANAGEMENT	1,390.66
	DICKS TOWING		RISK MANAGEMENT	4,334.15
132578	DIGITAL DOLPHIN SUPP	TONER	POLICE ADMINISTRATION	131.09
132579	E&E LUMBER	MORTAR REPAIR AND FASTENERS	PARK & RECREATION FAC	10.68
	E&E LUMBER	FLAGS AND MARKERS	PARK & RECREATION FAC	13.61
	E&E LUMBER	SOFTBALL SUPPLIES	RECREATION SERVICES	16.29
	E&E LUMBER	BUNGEY CORDS	RECREATION SERVICES	18.88
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	22.67
	E&E LUMBER	BATTERIES	PARK & RECREATION FAC	31.46
	E&E LUMBER	HOSES	PARK & RECREATION FAC	35.12
	E&E LUMBER	HARDWARE	EQUIPMENT RENTAL	39.39
	E&E LUMBER	LUMBER AND BRACKETS	PARK & RECREATION FAC	52.21
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	56.42
	E&E LUMBER	EXT CORD, ANCHOR AND CONDUIT	WATER RESERVOIRS	68.01
	E&E LUMBER	HAMMER AND BOLTS	WASTE WATER TREATMENT	70.19
132580	EMERALD HILLS	COFFEE-KBCC	COMMUNITY CENTER	44.13
132581	EVERGREEN SAFETY COU	TRAINING-BROWN, J	EXECUTIVE ADMIN	715.00
132582	EYER, MATTHEW	REIMBURSE TRAINNG EXPENSES	STORM DRAINAGE	27.98
132583	FAST WATER HEATER	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND	70.00
132584	FOSTER PEPPER PLLC	LEGAL SERVICES	FINANCE-GENL	807.00
132585	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.18
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.18
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.18
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER	9.18
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.18
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL	9.18
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	18.36
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	27.53
	FRONTIER COMMUNICATI		LEGAL-GENL	27.53
	FRONTIER COMMUNICATI		GENERAL	27.53
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	27.53
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	27.54
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	36.71
	FRONTIER COMMUNICATI		STORM DRAINAGE	36.71
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	45.89
	FRONTIER COMMUNICATI		YOUTH SERVICES	45.89
	FRONTIER COMMUNICATI		RECREATION SERVICES	45.89
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	45.89
	FRONTIER COMMUNICATI		FINANCE-GENL	55.07
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT	56.36
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	61.62
	FRONTIER COMMUNICATI	PHONE CHARGES	UTILITY BILLING	64.25
	FRONTIER COMMUNICATI		COMPUTER SERVICES	64.25
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION	66.30
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE INVESTIGATION	73.43

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132585	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	73.43
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	73.43
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	82.60
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	91.78
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	91.78
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	110.14
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	128.49
	FRONTIER COMMUNICATI		ENGR-GENL	137.67
	FRONTIER COMMUNICATI		UTIL ADMIN	165.21
	FRONTIER COMMUNICATI		COMMUNITY	192.74
	FRONTIER COMMUNICATI		POLICE PATROL	431.37
132586	GALLS, LLC	RESTRAINTS	POLICE PATROL	48.07
	GALLS, LLC	SABRES	POLICE PATROL	382.55
	GALLS, LLC	LAPEL MICROPHONES	POLICE PATROL	1,102.73
132587	GRAINGER	CLEANER, GLOVES AND SCREWDRIVER	ER&R	79.01
	GRAINGER	POWER CORDS, WRAPS AND BATTERIES	SEWER LIFT STATION	192.16
132588	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	262.50
132589	HETTINGER, AMBER		WATER/SEWER OPERATION	203.12
132590	HOME DEPOT USA	CLEANER	WASTE WATER TREATMENT	76.03
	HOME DEPOT USA	JANITORIAL SUPPLIES	SOLID WASTE OPERATIONS	138.16
	HOME DEPOT USA		WASTE WATER TREATMENT	143.17
	HOME DEPOT USA		CITY HALL	250.24
	HOME DEPOT USA		COURT FACILITIES	264.57
	HOME DEPOT USA		UTIL ADMIN	284.54
	HOME DEPOT USA		MAINT OF GENL PLANT	401.61
	HOME DEPOT USA		PUBLIC SAFETY BLDG	631.26
132591	HOUSING AUTHORITY	AHA ASSESSMENT FY20	NON-DEPARTMENTAL	6,939.00
132592	IMSA	CERT RENEWAL-BRISCOE	TRANSPORTATION	40.00
	IMSA	CERT RENEWAL-DEAVER	TRANSPORTATION	40.00
132593	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	2,055.20
132594	JOHNSON, MARK & SEEDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	82.82
132595	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	144.00
132596	KELLER SUPPLY COMPAN	TOILETS AND SUPPLIES	PARK & RECREATION FAC	527.75
132597	KIMBALL, TYLER	UB REFUND	WATER/SEWER OPERATION	297.19
132598	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	COMMUNITY CENTER	36.00
132599	LANGUAGE EXCHANGE	INTERPRETER SERVICES	POLICE INVESTIGATION	62.00
	LANGUAGE EXCHANGE		COURTS	800.00
132600	LATIMER, KAREN	REIMBURSE MEAL	UTIL ADMIN	15.00
132601	LAYCOCK, JEFF	REIMBURSE MILEAGE	ENGR-GENL	232.00
132602	MARYSVILLE FIRE DIST	POSTAGE REIMBURSEMENT	RECREATION SERVICES	1,740.05
132603	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	23.58
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	43.88
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5	PARK & RECREATION FAC	60.23
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	74.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-1328 8TH ST	NON-DEPARTMENTAL	111.48
	MARYSVILLE, CITY OF	UTILTIY SERVICE-1221 3RD ST	OPERA HOUSE	111.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FIRELINE	PUBLIC SAFETY BLDG	123.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE RESTROOM	PARK & RECREATION FAC	134.95
	MARYSVILLE, CITY OF	UTILITY SERVICE-1311 4TH ST IRR	PARK & RECREATION FAC	166.73
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST OFFICE	PUBLIC SAFETY BLDG	194.89
	MARYSVILLE, CITY OF	UTILITY SERVICE-1604 1ST ST	GMA - STREET	197.60
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	207.07
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	210.88
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-4800 152ND ST NE	RECREATION SERVICES	244.20
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	277.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-1225 3RD ST	OPERA HOUSE	639.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	664.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	697.95

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132603	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST NE	GOLF ADMINISTRATION	768.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	781.04
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	GOLF ADMINISTRATION	1,092.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,017.58
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,880.07
132604	MAYNARD, KYLA	REFUND CLASS FEES	PARKS-RECREATION	32.00
132605	MCKITTRICK, SUSAN		PARKS-RECREATION	10.00
132606	MIZELL, TARA	REIMBURSE MEALS	PARK & RECREATION FAC	32.95
132607	MORGAN, WILL	UB REFUND	WATER/SEWER OPERATION	243.64
132608	MOUNTAIN MIST	WATER COOLER RENTAL	COMMUNITY CENTER	1.09
	MOUNTAIN MIST		COMMUNITY CENTER	11.15
132609	NAVIA BENEFIT	FLEXPLAN FEES	PERSONNEL ADMINISTRATION	91.30
132610	NC MACHINERY COMPANY	EXCAVATOR RENTAL	GMA - STREET	2,154.12
	NC MACHINERY COMPANY		CAPITAL EXPENDITURES	3,770.85
132611	NORTH COAST ELECTRIC	MOUNTING KIT REFUND	WATER RESERVOIRS	-41.31
	NORTH COAST ELECTRIC	MOUNTING KITS	WATER RESERVOIRS	76.07
	NORTH COAST ELECTRIC	UPS REPLACEMENT	WATER RESERVOIRS	454.85
132612	NORTHWESTERN AUTO	REPAIR DAMAGE #P164	RISK MANAGEMENT	2,949.63
132613	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	1.42
	OFFICE DEPOT		ENGR-GENL	1.42
	OFFICE DEPOT		POLICE PATROL	5.38
	OFFICE DEPOT		UTIL ADMIN	6.22
	OFFICE DEPOT		EXECUTIVE ADMIN	14.21
	OFFICE DEPOT		UTIL ADMIN	24.85
	OFFICE DEPOT		UTIL ADMIN	37.22
	OFFICE DEPOT		ENGR-GENL	37.22
	OFFICE DEPOT		ENGR-GENL	48.35
	OFFICE DEPOT		FACILITY MAINTENANCE	82.95
	OFFICE DEPOT		POLICE PATROL	146.14
	OFFICE DEPOT		EXECUTIVE ADMIN	180.12
	OFFICE DEPOT		LEGAL-GENL	209.44
	OFFICE DEPOT		LEGAL-GENL	217.53
132614	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	3,304.80
132615	PARTS STORE, THE	PS PRESSURE HOSE	EQUIPMENT RENTAL	41.34
	PARTS STORE, THE	HYDRAULIC OIL	SMALL ENGINE SHOP	59.08
	PARTS STORE, THE	LED LIGHT	EQUIPMENT RENTAL	65.37
	PARTS STORE, THE	MISC FILTERS	ER&R	158.40
	PARTS STORE, THE		ER&R	302.09
132616	PERRY, ANDREW	UB REFUND	WATER/SEWER OPERATION	153.93
132617	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,796.10
	PGC INTERBAY LLC		MAINTENANCE	11,542.89
132618	PLATT ELECTRIC	CABLES AND SWITCHES	TRANSPORTATION	27.54
	PLATT ELECTRIC	PLUGS AND CORDS	SOURCE OF SUPPLY	34.22
	PLATT ELECTRIC	CABLES AND SWITCHES	TRANSPORTATION	45.91
	PLATT ELECTRIC	TSS METER INSTALL PARTS	WASTE WATER TREATMENT	172.41
132619	PNPCA NW WA	MEMBERSHIP DUES	WASTE WATER TREATMENT	80.00
132620	PROFORCE LAW ENFORC	HAND GUNS	POLICE PATROL	8,996.13
132621	PUD	ACCT #204933311	PUMPING PLANT	17.01
	PUD	ACCT #221303498	STREET LIGHTING	24.37
	PUD	ACCT #202177861	PUMPING PLANT	29.90
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	55.89
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	63.01
	PUD	ACCT #201046380	PARK & RECREATION FAC	83.99
	PUD	ACCT #200812808	PUMPING PLANT	176.34
	PUD	ACCT #202368197	PUMPING PLANT	188.28
	PUD	ACCT #200223857	PARK & RECREATION FAC	215.23
	PUD	ACCT #202461554	SEWER LIFT STATION	405.74
	PUD	ACCT #200164598	SOURCE OF SUPPLY	561.70
132622	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	13.95
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	37.15

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132622	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	37.15
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	38.69
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	61.88
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	68.06
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	68.06
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	178.69
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	179.37
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	183.26
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	358.32
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	509.78
132623	RESG HOMES LLC	UB REFUND	WATER/SEWER OPERATION	24.75
132624	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
132625	RYAN, LINDSEY	REFUND CLASS FEES	PARKS-RECREATION	10.00
132626	SAFeway INC.	TRAINING/MEETING SUPPLIES	UTIL ADMIN	41.15
132627	SAFeway INC.	PARKS/KBCC/OPERA SUPPLIES	COMMUNITY CENTER	22.82
	SAFeway INC.		RECREATION SERVICES	55.40
	SAFeway INC.		OPERA HOUSE	57.12
132628	SAFeway INC.	CLASS AND MEETING SUPPLIES	EXECUTIVE ADMIN	51.07
	SAFeway INC.		EXECUTIVE ADMIN	103.02
132629	SAFeway INC.	INMATE SUPPLIES	DETENTION & CORRECTION	158.09
132630	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	4,205.86
132631	SCHULTZ, JERRY	UB REFUND	WATER/SEWER OPERATION	41.08
132632	SCORE	INMATE MEDICAL CARE-MARCH 2019	DETENTION & CORRECTION	6,571.21
132633	SETINA MFG CO INC	FENDER WRAP #P164	RISK MANAGEMENT	198.05
132634	SHRED-IT US	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	SHRED-IT US		CITY CLERK	37.16
	SHRED-IT US		MUNICIPAL COURTS	50.38
132635	SITELINES PARK & PLA	RUTHERFORD BENCH	PARK & RECREATION FAC	2,048.19
	SITELINES PARK & PLA	MODENA BOLLARDS	GMA-PARKS	5,294.84
132636	SNO CO PUBLIC WORKS	RR7522 PROJECT COSTS	TRANSPORTATION	408.08
132637	SNO CO TREASURER	INMATE MEDICAL CARE-MARCH 2019	DETENTION & CORRECTION	3,304.34
132638	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	81,818.97
132639	SONITROL	SECURITY MONITORING SERVICE	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
132640	SOUTHEASTERN SECURIT	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	166.50
	SOUTHEASTERN SECURIT		PERSONNEL ADMINISTRATION	314.50
132641	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	22.61
	SPRINGBROOK NURSERY	BRAVEL	PARK & RECREATION FAC	26.92
	SPRINGBROOK NURSERY	DRAIN ROCK	PARK & RECREATION FAC	29.10
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	41.75
	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	53.90
	SPRINGBROOK NURSERY	DRAIN ROCK	PARK & RECREATION FAC	58.21
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	58.21
	SPRINGBROOK NURSERY	PLANTS	PARK & RECREATION FAC	212.37
132642	STAPLES	GARBAGE CAN	MUNICIPAL COURTS	5.78
	STAPLES	OFFICE SUPPLIES	COMMUNITY	20.43
	STAPLES		COMMUNITY	54.28
	STAPLES		COMMUNITY	75.45
	STAPLES		COMMUNITY	97.10
	STAPLES		MUNICIPAL COURTS	100.02
	STAPLES		COMMUNITY	189.21
	STAPLES		PARK & RECREATION FAC	260.74
132643	SUBURBAN PROPANE	HVAC PROPANE	PARK & RECREATION FAC	1,247.71

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132644	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	88.52
	TACOMA SCREW PRODUCT	BRUSH, PAINT PENS AND PAINT	ER&R	299.96
132645	TARPLEY, CAROLINE	REFUND CLASS FEES	PARKS-RECREATION	65.00
132646	TETRA TECH INC.	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	1,338.18
132647	TRANSPORTATION, DEPT	SALT/SAND MIX	SNOW & ICE CONTROL	3,558.57
132648	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	107.65
132649	UNITED RECYCLING	1ST ST BYPASS PROJECT	GMA - STREET	2,855.90
	UNITED RECYCLING	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	12,521.92
132650	WALTER E NELSON CO.	JANITORIAL SUPPLIES	PARK & RECREATION FAC	885.44
132651	WASTE MANAGEMENT	MEDICAL WASTE SERVICE	DETENTION & CORRECTION	105.42
132652	WESTERN GRAPHICS	GRAPHICS-#P164	RISK MANAGEMENT	482.22
132653	WESTWOOD, PATRICK	UB REFUND	WATER/SEWER OPERATION	298.13
132654	WHITE CAP CONSTRUCT	SEALANT AND GRIP	PARK & RECREATION FAC	606.52
132655	WOLFE, DENNIS	UB REFUND	WATER/SEWER OPERATION	207.95
132656	WSSUA	SOFTBALL UMPIRES	RECREATION SERVICES	910.00
132657	ZAR LLC	UB REFUND	WATER/SEWER OPERATION	47.71

WARRANT TOTAL: 597,875.96

CHECK #119194	CHECK LOST	(32.00)
CHECK #120134	CHECK LOST	(203.12)
CHECK #131216	CHECK LOST	(82.82)
CHECK #131887	INITIATOR ERROR	(150.00)

597,408.02

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

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 28, 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 May 20, 2019 payroll in the amount \$1289,859.49, paid by EFT Transactions and Check No.'s 32373 through 32406.

COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 28, 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 May 22, 2019 claims in the amount of \$2,105,249.03 paid by EFT transactions and Check No.'s 132658 through 132865 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$2,105,249.03 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 132658 THROUGH 132865 WITH NO CHECK NO'S VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **28th DAY OF MAY 2019.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/16/2019 TO 5/22/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132658	FIRST AMERICAN TITLE	ROW ACQUISTION-10310 STATE AVE	GMA - STREET	111,913.20
132659	LICENSING, DEPT OF	CPL BATCH 5/15/19	GENERAL FUND	54.00
132660	LICENSING, DEPT OF	CPL BATCH 5/20/19	GENERAL FUND	456.00
132661	ADJUSTERS NORTHWEST	ADJUSTER SERVICES	RISK MANAGEMENT	561.00
	ADJUSTERS NORTHWEST		RISK MANAGEMENT	603.50
132662	AMERICAN CLEANERS	DRY CLEANING	YOUTH SERVICES	18.00
	AMERICAN CLEANERS		POLICE INVESTIGATION	21.59
	AMERICAN CLEANERS		OFFICE OPERATIONS	34.54
	AMERICAN CLEANERS		POLICE ADMINISTRATION	86.84
	AMERICAN CLEANERS		POLICE PATROL	110.47
	AMERICAN CLEANERS		DETENTION & CORRECTION	121.26
132663	ANITOK, DAVID	INTERPRETER SERVICES	COURTS	150.00
132664	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	59.79
	ARAMARK UNIFORM		OPERA HOUSE	59.79
132665	ARLINGTON, CITY OF	ARL CHRISTIAN SCHOOL 32,100 GAL	SOURCE OF SUPPLY	94.37
132666	BANK OF AMERICA	SUBSCRIPTION	PARK & RECREATION FAC	30.26
132667	BANK OF AMERICA	TRAINING COSTS	COMMUNITY DEVELOPMENT-	50.00
132668	BANK OF AMERICA	SUPPLIES	EXECUTIVE ADMIN	65.35
132669	BANK OF AMERICA	TRAVEL EXPENSE	POLICE ADMINISTRATION	87.66
132670	BANK OF AMERICA	PERMIT FEES/WELLNESS SUPPLIES	EXECUTIVE ADMIN	100.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	152.86
132671	BANK OF AMERICA	CANOPY/TRAINING EXPENSE	ENGR-GENL	20.00
	BANK OF AMERICA		WATER DIST MAINS	240.45
132672	BANK OF AMERICA	TRAVEL/TRAINING EXPENSE	ENGR-GENL	55.00
	BANK OF AMERICA		ENGR-GENL	351.21
132673	BANK OF AMERICA	JAIL SUPPLIES	DETENTION & CORRECTION	453.98
132674	BANK OF AMERICA	LOCKS/TOTES/ADVERTISING	COMMUNITY EVENTS	5.65
	BANK OF AMERICA		PARK & RECREATION FAC	22.50
	BANK OF AMERICA		RECREATION SERVICES	87.33
	BANK OF AMERICA		OPERA HOUSE	346.86
132675	BANK OF AMERICA	MEETING SUPPLIES/SOFTWARE	POLICE ADMINISTRATION	122.00
	BANK OF AMERICA		POLICE ADMINISTRATION	194.31
	BANK OF AMERICA		POLICE INVESTIGATION	244.00
132676	BANK OF AMERICA	CONFERENCE/PACER RENEWAL	LEGAL-GENL	28.70
	BANK OF AMERICA		LEGAL-GENL	566.34
132677	BANK OF AMERICA	TRAINING/MEETING SUPPLIES	MUNICIPAL COURTS	17.43
	BANK OF AMERICA		MUNICIPAL COURTS	50.55
	BANK OF AMERICA		PROBATION	600.00
132678	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	798.31
132679	BANK OF AMERICA	TRAVEL EXPENSE	FINANCE-GENL	119.67
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	1,514.18
132680	BANK OF AMERICA	TRAVEL/IT SUPPLIES/PENS	FINANCE-GENL	8.95
	BANK OF AMERICA		EXECUTIVE ADMIN	249.20
	BANK OF AMERICA		COMPUTER SERVICES	285.88
	BANK OF AMERICA		IS REPLACEMENT ACCOUNTS	317.17
	BANK OF AMERICA		CITY CLERK	349.58
	BANK OF AMERICA		FINANCE-GENL	894.71
132681	BANK OF AMERICA	TRAVEL/TRAINING EXPENSE	POLICE PATROL	3,063.68
132682	BANK OF AMERICA	TRAVEL/SUPPLY EXPENSE	FINANCE-GENL	315.55
	BANK OF AMERICA		PARK & RECREATION FAC	317.56
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	327.20
	BANK OF AMERICA		EXECUTIVE ADMIN	331.80
	BANK OF AMERICA		COMPUTER SERVICES	499.00
	BANK OF AMERICA		POLICE ADMINISTRATION	704.18
	BANK OF AMERICA		EXECUTIVE ADMIN	708.97
	BANK OF AMERICA		UTIL ADMIN	1,085.15
132683	BARKER, ROCHELLE	REIMBURSE MILEAGE/POSTAGE	GMA - STREET	20.47
132684	BARNES, MICHAEL & DE	UB REFUND	GARBAGE	8.56
132685	BEACH STREET TOPSOIL	SAND	WATER SERVICES	61.10
132686	BEEM JR, JIMMIE A	UB REFUND	WATER/SEWER OPERATION	35.28
132687	BHEAR, JILL	REFUND CLASS FEES	PARKS-RECREATION	15.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/16/2019 TO 5/22/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132717	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
132718	EMME, KYLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	17.31
132719	EVERETT, CITY OF	2018 SO EFFLUENT PUMP STATION	WASTE WATER TREATMENT F	78,143.44
132720	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	131,753.59
	EVERETT, CITY TREAS		SOURCE OF SUPPLY	154,258.96
132721	FEDEX	SHIPPING EXPENSE	WATER FILTRATION PLANT	9.07
	FEDEX		WATER DIST MAINS	14.04
132722	FIRE PROTECTION INC	SECURITY MONITORING	MAINT OF GENL PLANT	262.32
132723	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	33.34
	FRONTIER COMMUNICATI		RECREATION SERVICES	33.34
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	35.24
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	53.25
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	59.07
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	59.07
	FRONTIER COMMUNICATI	ACCT #36065885751214185	STORM DRAINAGE	66.47
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	71.62
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	120.72
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION PLAI	220.83
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	286.46
132724	FRONTIER PRECISION	TRAINING-CANTU	UTIL ADMIN	650.00
	FRONTIER PRECISION	TRAINING-RASAR	UTIL ADMIN	650.00
132725	GALLS, LLC	ADAPTERS	POLICE PATROL	557.32
132726	GETTY, MONICA	REFUND CLASS FEES	PARKS-RECREATION	52.00
132727	GEVEKO MARKINGS	CHIP FILL	ROADWAY MAINTENANCE	2,960.02
132728	GIGGLES ENTERTAINMEN	INSTRUCTOR SERVICES	RECREATION SERVICES	30.00
132729	GOLDMAN, JEFF	REIMBURSE MEETING SUPPLIES	POLICE ADMINISTRATION	40.00
132730	GORDON TRUCK CENTER	RETURNED MIRROR ASSEMBLY	EQUIPMENT RENTAL	-171.69
	GORDON TRUCK CENTER	MIRROR ASSEMBLY	EQUIPMENT RENTAL	171.69
	GORDON TRUCK CENTER		EQUIPMENT RENTAL	359.27
132731	GOVCONNECTION INC	LANGUARD ANNUAL RENEWAL	COMPUTER SERVICES	2,475.65
132732	GRAINGER	ELECTROLYTE DRINK MIX FOR CREWS	MAINT OF GENL PLANT	367.77
	GRAINGER	FUEL TRANSFER TANK AND SUPPLIES	WATER DIST MAINS	760.48
	GRAINGER		PUMPING PLANT	760.48
132733	GRASS MASTER	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-51.10
	GRASS MASTER		WATER/SEWER OPERATION	1,150.00
132734	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	12,858.88
132735	GRAY AND OSBORNE	PROFESSIONAL SERVICES	GMA - STREET	931.39
132736	GREENHAUS PORTABLE	PORTABLE SERVICE	RECREATION SERVICES	375.00
132737	GREENSHIELDS	SOCKETS	STORM DRAINAGE	13.74
	GREENSHIELDS		SEWER MAIN COLLECTION	13.74
	GREENSHIELDS	100' HOSE	PUBLIC SAFETY BLDG	90.59
132738	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
132739	HACH COMPANY	TURBIDIMETER, KIT, CABLES AND ETC	WATER FILTRATION PLANT	587.67
	HACH COMPANY		SUNNYSIDE FILTRATION PLAI	587.67
	HACH COMPANY		WATER FILTRATION PLANT	690.23
	HACH COMPANY		SUNNYSIDE FILTRATION PLAI	690.23
132740	HB JAEGER COMPANY	REED WRENCHES	ER&R	253.44
132741	HBLE LLC	VEST-BLAKE	POLICE PATROL	953.53
132742	HD FOWLER COMPANY	GASKETS AND JOINTS	WATER/SEWER OPERATION	420.96
	HD FOWLER COMPANY	BRASS PARTS	WATER/SEWER OPERATION	772.15

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132742	HD FOWLER COMPANY	METER SETTERS	WATER/SEWER OPERATION	1,060.32
132743	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	9,284.63
	HDR ENGINEERING		GMA - STREET	75,754.01
132744	HOMAGE SENIOR	CDBG-MEALS ON WHEELS	COMMUNITY DEVELOPMENT-	3,750.00
	HOMAGE SENIOR	CDBG-MINOR HOME REPAIR	COMMUNITY DEVELOPMENT-	12,994.37
	HOMAGE SENIOR		COMMUNITY DEVELOPMENT-	19,163.32
132745	HOME DEPOT USA	TRASH BAGS	ER&R	14.19
	HOME DEPOT USA		ER&R	397.39
132746	HONIE UV AMERICA	UVI SENSOR	WATER/SEWER OPERATION	-36.92
	HONIE UV AMERICA		PUMPING PLANT	433.92
132747	HORNUNG, CHRIS	REIMBURSE CONFERENCE EXPENSE	PROBATION	527.04
132748	HOUSING HOPE	CDBG-BEACHWOOD APT SUPPORT SRVC	COMMUNITY DEVELOPMENT-	2,886.96
132749	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
132750	INGRAM, DANIEL	UB REFUND	WATER/SEWER OPERATION	20.99
132751	INTERSTATE BATTERY	BATTERY TENDOR	SMALL ENGINE SHOP	67.88
132752	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	36.56
132753	JOHNSON, JOBY	PER DIEM 4/21-4/25	POLICE TRAINING-FIREARMS	274.50
132754	JOLLY, KIRSTEN	REFUND CLASS FEES	PARKS-RECREATION	52.00
132755	KELLER SUPPLY COMPAN	TOILET AND TANK	UTIL ADMIN	277.69
132756	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
	KIM, JAMIE S.	PUBLIC DEFNEDER	PUBLIC DEFENSE	300.00
132757	KIPLINGER LETTER	2019 SUBSCRIPTION	FINANCE-GENL	89.00
132758	KIRBY, FRED & LENITA	UB REFUND	WATER/SEWER OPERATION	160.72
132759	KKXA 1520	OPERA HOUSE ADVERTISING	OPERA HOUSE	100.00
132760	KLEINFELDER	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	159.50
132761	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	583.10
132762	LASTING IMPRESSIONS	HAT	POLICE PATROL	24.05
132763	LEVEE, NATASHA	REFUND CLASS FEES	PARKS-RECREATION	18.00
132764	LISK, MARILYN		PARKS-RECREATION	15.00
132765	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	112.98
	LOOMIS		UTIL ADMIN	112.98
	LOOMIS		GOLF ADMINISTRATION	176.69
	LOOMIS		UTILITY BILLING	225.97
	LOOMIS		POLICE ADMINISTRATION	451.93
	LOOMIS		MUNICIPAL COURTS	451.93
132766	LOWES HIW INC	IMPACT GUN, DRIVE AND SWIVEL	WATER DIST MAINS	384.32
132767	MADE IN PUGET SOUND	ENTERTAINMENT 5/14/19	OPERA HOUSE	100.00
132768	MALLERNEE, JERALD &	UB REFUND	WATER/SEWER OPERATION	37.60
132769	MANTOW, MARK		WATER/SEWER OPERATION	24.21
132770	MARYSVILLE PAINT	PAINT	PARK & RECREATION FAC	150.80
132771	MARYSVILLE PRINTING	OPERA HOUSE BROCHURES	OPERA HOUSE	87.44
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE ADMINISTRATION	119.68
	MARYSVILLE PRINTING	GARBAGE TAGS	SOLID WASTE OPERATIONS	266.69
	MARYSVILLE PRINTING	NOTICE OF CASE SETTING FORMS	MUNICIPAL COURTS	1,311.60
132772	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST NE	GOLF ADMINISTRATION	208.34
132773	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
132774	MCLEAN, ROBERT	UB REFUND	WATER/SEWER OPERATION	204.87
132775	MCLOUGHLIN & EARDLEY	LED TAIL LIGHT ASSEMBLIES	EQUIPMENT RENTAL	1,103.62
132776	MENNIE, CONNIE	REIMBURSE MILEAGE	EXECUTIVE ADMIN	57.65
132777	MILES, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION	12.00
	MILES, JENNIFER		PARKS-RECREATION	12.00
132778	MITCHELL 1	SOFTWARE ACCESS RENEWAL	EQUIPMENT RENTAL	1,888.70
132779	MOBILE WIRELESS LLC	NETMOTION MAINTENANCE	COMPUTER SERVICES	15,061.54
132780	MONACO, PETER	UB REFUND	GARBAGE	28.28
132781	MOTOR TRUCKS	REPAIR #J047	EQUIPMENT RENTAL	11,283.44
132782	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	SOLID WASTE OPERATIONS	19.16
	MOUNTAIN MIST		SEWER MAIN COLLECTION	19.16
	MOUNTAIN MIST		WASTE WATER TREATMENT F	19.17
132783	NAKKEN, JUDITH R	INSTRUCTOR SERVICES	COMMUNITY CENTER	43.20
132784	NEIFFER, TAYLOR	UB REFUND	WATER/SEWER OPERATION	10.60
132785	NELSON PETROLEUM	GREASE TUBES	ER&R	515.15

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132786	NELSON TRUCK EQUIP	CAB GUARD PROTECTOR	EQUIPMENT RENTAL	507.03
132787	NORTH COAST ELECTRIC	LED LIGHT AC MOTION AND CORD	SOURCE OF SUPPLY	285.28
132788	NW SEWER & DRAIN	FACILITY REPAIR-JAIL CELL	PUBLIC SAFETY BLDG	163.65
132789	O'HARA, ARDIS	UB REFUND	GARBAGE	23.96
132790	OATES, DEREK	PER DIEM 5/20-5/24	POLICE TRAINING-FIREARMS	390.50
132791	OCC PIONEER CABLE	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
	OCC PIONEER CABLE		COMMUNITY DEVELOPMENT	50.00
132792	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	66.20
	OFFICE DEPOT		POLICE INVESTIGATION	71.24
	OFFICE DEPOT		FINANCE-GENL	76.48
	OFFICE DEPOT		CITY CLERK	76.48
	OFFICE DEPOT		CITY COUNCIL	76.48
	OFFICE DEPOT		SOLID WASTE OPERATIONS	89.46
	OFFICE DEPOT		UTILITY BILLING	132.64
	OFFICE DEPOT	THUMBDRIVES AND OFFICE SUPPLIES	POLICE PATROL	152.44
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	249.96
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	301.85
132793	OREILLY AUTO PARTS	FILTER	ER&R	22.06
132794	OTAK	PROFESSIONAL SERVICES	GMA - STREET	8,059.00
132795	OWEN EQUIPMENT	PSI GAUGES	EQUIPMENT RENTAL	125.47
	OWEN EQUIPMENT		EQUIPMENT RENTAL	185.73
	OWEN EQUIPMENT	GUTTER BROOMS	STREET CLEANING	2,247.21
132796	PACIFIC POWER BATTER	BATTERIES	POLICE PATROL	121.32
132797	PARTS STORE, THE	MOUNTING BASE	EQUIPMENT RENTAL	28.96
132798	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	53.77
132799	PAYFIRST PROPERTIES		WATER/SEWER OPERATION	71.71
132800	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	146.20
132801	PEACOCK, WILLIAM	WWCPA CERTIFICATION (4)	UTIL ADMIN	1,600.00
132802	PEARL DJANGO, LLC	ENTERTAINMENT 5/31/19	OPERA HOUSE	1,700.00
132803	PETTY CASH- PW	NETS,RAMPS, LIGHT AND POSTERBOARD	UTIL ADMIN	13.61
	PETTY CASH- PW		WATER RESERVOIRS	21.85
	PETTY CASH- PW		STORM DRAINAGE	39.22
	PETTY CASH- PW		WASTE WATER TREATMENT F	43.71
132804	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	31.92
	PGC INTERBAY LLC		PRO-SHOP	53.93
	PGC INTERBAY LLC		MAINTENANCE	64.70
	PGC INTERBAY LLC		PRO-SHOP	67.70
	PGC INTERBAY LLC		PRO-SHOP	69.00
	PGC INTERBAY LLC		MAINTENANCE	133.53
	PGC INTERBAY LLC		MAINTENANCE	345.88
	PGC INTERBAY LLC		PRO-SHOP	414.75
	PGC INTERBAY LLC		PRO-SHOP	733.23
	PGC INTERBAY LLC		GOLF COURSE	843.50
	PGC INTERBAY LLC		MAINTENANCE	1,060.70
	PGC INTERBAY LLC		MAINTENANCE	1,080.70
	PGC INTERBAY LLC		PRO-SHOP	1,232.10
	PGC INTERBAY LLC		MAINTENANCE	1,640.67
	PGC INTERBAY LLC		PRO-SHOP	1,644.43
	PGC INTERBAY LLC		MAINTENANCE	2,235.52
	PGC INTERBAY LLC		GOLF COURSE	6,580.79
132805	PHILLIPS, DAVID R.	UB REFUND	WATER/SEWER OPERATION	196.92
132806	PICK OF THE LITTER	GRAPHIC DESIGN	COMMUNITY EVENTS	445.53
132807	PILCHUCK RENTALS	2 CYCLE SYNTHETIC OIL	ER&R	418.66
132808	POWELL, WINONA	UB REFUND	WATER/SEWER OPERATION	28.31
132809	PROBST, DARRELL & BE		GARBAGE	140.65
132810	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	4,615.57
132811	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #202461026	MAINT OF GENL PLANT	15.88
	PUD	ACCT #205481823	GOLF ADMINISTRATION	15.88
	PUD	ACCT #201346665	SEWER LIFT STATION	16.44
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	16.44

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132811	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #205195373	PARK & RECREATION FAC	16.44
	PUD	ACCT #202011813	PUMPING PLANT	18.63
	PUD	ACCT #200973956	SEWER LIFT STATION	18.66
	PUD	ACCT #200501617	TRANSPORTATION MANAGEM	25.13
	PUD	ACCT #220020507	STREET LIGHTING	25.88
	PUD	ACCT #221610405	STREET LIGHTING	33.47
	PUD	ACCT #201142155	TRANSPORTATION MANAGEM	33.59
	PUD	ACCT #204829691	STREET LIGHTING	35.66
	PUD	ACCT #200448801	TRANSPORTATION MANAGEM	39.45
	PUD	ACCT #203500020	STREET LIGHTING	44.30
	PUD	ACCT #200061463	PARK & RECREATION FAC	48.29
	PUD	ACCT #202294245	SEWER LIFT STATION	49.15
	PUD	ACCT #202303301	SEWER LIFT STATION	55.11
	PUD	ACCT #200660439	STREET LIGHTING	56.44
	PUD	ACCT #203996343	STREET LIGHTING	58.82
	PUD	ACCT #201628880	WASTE WATER TREATMENT F	66.50
	PUD	ACCT #221115934	MAINT OF GENL PLANT	67.44
	PUD	ACCT #220681340	STORM DRAINAGE	75.32
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	90.52
	PUD	ACCT #201909637	SEWER LIFT STATION	101.54
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	103.72
	PUD	ACCT #203291216	GENERAL SERVICES - OVERH	113.33
	PUD	ACCT #222025900	PUMPING PLANT	125.17
	PUD	ACCT #201225067	PARK & RECREATION FAC	134.38
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	156.58
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	163.60
	PUD	ACCT #220020531	STREET LIGHTING	234.14
	PUD	ACCT #201675634	WASTE WATER TREATMENT F	397.76
	PUD	ACCT #201587284	WASTE WATER TREATMENT F	409.15
	PUD	ACCT #202177333	MAINT OF GENL PLANT	595.58
	PUD	ACCT #201639689	MAINT OF GENL PLANT	949.54
	PUD	ACCT #201098969	PUMPING PLANT	1,016.26
	PUD	ACCT #200021871	COURT FACILITIES	1,066.78
	PUD	ACCT #201617479	CITY HALL	1,180.68
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION PLAI	3,448.03
132812	PUGET SOUND SECURITY	KEYS MADE	EQUIPMENT RENTAL	12.30
132813	PV BUSINESS SOLUTION	2019 OSHA JOURNAL	GENERAL FUND	-27.47
	PV BUSINESS SOLUTION		DETENTION & CORRECTION	325.97
132814	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	4,921.80
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	6,769.72
132815	RICHARDS, RICK & JAC	UB REFUND	WATER/SEWER OPERATION	226.67
132816	RMT EQUIPMENT	MANUAL	SMALL ENGINE SHOP	27.49
	RMT EQUIPMENT	FILTERS, BLADES AND OIL	SMALL ENGINE SHOP	173.95
132817	ROCKFORD, STEPHANIE	UB REFUND	WATER/SEWER OPERATION	104.85
132818	ROY ROBINSON	SOLENOIDS	EQUIPMENT RENTAL	199.82
	ROY ROBINSON	REPAIR #P145	RISK MANAGEMENT	7,042.99
132819	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
	RUSDEN, JOHN		MUNICIPAL COURTS	2,035.00
132820	SCCFOA	SCCFOA MEETING 5/23/19 LANGDON	FINANCE-GENL	20.00
132821	SCORE	INMATE HOUSING	DETENTION & CORRECTION	18,600.00
132822	SEATTLE TIMES, THE	ACCT #60344419	EXECUTIVE ADMIN	118.30
132823	SEUBERT, TAMMIE	REFUND CLASS FEES	PARKS-RECREATION	10.00
132824	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATIO	4.56
	SHRED-IT US		OFFICE OPERATIONS	54.72
132825	SIMMS, ELFIE	UB REFUND	WATER/SEWER OPERATION	164.29
132826	SIX ROBBLEES INC	HEADLAMPS	ER&R	98.63
132827	SKAGIT HOSPITAL	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,025.00
132828	SKILLPATH SEMINARS	HANDBOOK	UTIL ADMIN	34.86
	SKILLPATH SEMINARS	WORKSHOP-KING	UTIL ADMIN	299.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/16/2019 TO 5/22/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132828	SKILLPATH SEMINARS	WORKSHOP-STROPE	UTIL ADMIN	299.00
132829	SKOCILICH, RACHEL	UB REFUND	WATER/SEWER OPERATION	127.01
132830	SNO CO PUBLIC WORKS	2018 BOND PAYMENTS FOR ROW'S	STORM DRAINAGE	13,000.18
132831	SOLID WASTE SYSTEMS	HYDRAULIC TANK CAPS AND GASKETS	EQUIPMENT RENTAL	240.15
132832	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	106.31
132833	SOUND PUBLISHING	EMPLOYMENT ADS	UTIL ADMIN	299.00
	SOUND PUBLISHING		GENERAL SERVICES - OVERT	299.00
132834	SOUND PUBLISHING	OPERA HOUSE ADVERTISING	OPERA HOUSE	796.50
132835	SOUTH DISTRICT COURT	BAIL POSTED	GENERAL FUND	1,000.00
132836	SOUTHERN COMPUTER	ETHERNET CARDS	IS REPLACEMENT ACCOUNTS	100.50
132837	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	63.06
	STAPLES		MUNICIPAL COURTS	117.92
132838	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	20.00
	STATE PATROL		POLICE ADMINISTRATION	26.50
	STATE PATROL		EXECUTIVE ADMIN	33.25
	STATE PATROL		PUBLIC SAFETY BLDG	133.00
	STATE PATROL		GENERAL FUND	318.00
132839	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERT	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT F	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
132840	SUEZ TREATMENT	BALLASTS AND LAMPS	WASTE WATER TREATMENT F	1,792.63
	SUEZ TREATMENT	UV QUARTZ TUBE REPLACEMENT	WASTE WATER TREATMENT F	14,919.89
132841	SUNNYSIDE NURSERY	PLANTS	PARK & RECREATION FAC	212.37
132842	SWANBERG, JULIE	UB REFUND	GARBAGE	129.22
132843	TECHPOWER SOLUTIONS	HP LASERJET	IS REPLACEMENT ACCOUNTS	1,637.31
132844	THOMAS, MARK	REIMBURSE MEETING SUPPLIES	POLICE ADMINISTRATION	40.00
132845	THORDARSON, RONALD	ENTERTAINMENT 5/16/19	OPERA HOUSE	300.00
132846	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	314.50
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	314.50
132847	TINSLEY, EDWARD	REIMBURSE PHYSICAL EXPENSE	SOLID WASTE OPERATIONS	92.00
132848	TOBIN, KALIN & WILLO	UB REFUND	WATER/SEWER OPERATION	19.88
132849	TROXLER ELECTRONIC	LEAK TEST PACKET AND GAUGE DISPOSAL	UTIL ADMIN	1,238.16
132850	UNITED RECYCLING	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	100.00
	UNITED RECYCLING	GEDDES CLEAN UP	STORM DRAINAGE	2,364.92
132851	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	968.66
132852	VANDERPOOL, RIA	ENTERTAINMENT 5/11/19	OPERA HOUSE	2,000.00
132853	VAUGHAN, JEFFREY	REIMBURSE CONFERENCE EXPENSES	CITY COUNCIL	128.32
	VAUGHAN, JEFFREY		CITY COUNCIL	341.82
132854	VERIZON	WIRELESS CHARGES	CRIME PREVENTION	22.15
	VERIZON		PURCHASING/CENTRAL STOF	22.15
	VERIZON		UTILITY BILLING	44.30
	VERIZON		PERSONNEL ADMINISTRATION	51.11
	VERIZON		SEWER MAIN COLLECTION	58.69
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	99.75
	VERIZON		PROPERTY TASK FORCE	110.90
	VERIZON		FACILITY MAINTENANCE	110.90
	VERIZON		FINANCE-GENL	120.90
	VERIZON		LEGAL-GENL	120.90
	VERIZON		RECREATION SERVICES	166.20
	VERIZON		OFFICE OPERATIONS	166.35
	VERIZON		LEGAL - PROSECUTION	176.35
	VERIZON		PARK & RECREATION FAC	177.35
	VERIZON		MUNICIPAL COURTS	246.37
	VERIZON		COMMUNITY SERVICES UNIT	261.81
	VERIZON		YOUTH SERVICES	277.25
	VERIZON		SOLID WASTE CUSTOMER EX	294.81
	VERIZON		WATER QUAL TREATMENT	308.53
	VERIZON		WATER SUPPLY MAINS	320.08
	VERIZON		DETENTION & CORRECTION	354.85
	VERIZON		EXECUTIVE ADMIN	367.63

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/16/2019 TO 5/22/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
132854	VERIZON	WIRELESS CHARGES	GENERAL SERVICES - OVERF	454.30
	VERIZON		WASTE WATER TREATMENT F	484.19
	VERIZON		COMPUTER SERVICES	528.63
	VERIZON		COMMUNITY DEVELOPMENT-	534.87
	VERIZON		STORM DRAINAGE	686.60
	VERIZON		POLICE INVESTIGATION	718.25
	VERIZON		ENGR-GENL	803.49
	VERIZON		POLICE ADMINISTRATION	848.46
	VERIZON		UTIL ADMIN	2,033.42
	VERIZON		POLICE PATROL	5,030.77
132855	WALKER, MADDY	REFUND CLASS FEES	PARKS-RECREATION	52.00
132856	WASHINGTON STATE UNV	CONFERENCE-DEAVER	TRANSPORTATION MANAGEM	585.00
132857	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	326.60
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	443.49
	WEST PAYMENT CENTER		LEGAL-GENL	443.50
132858	WESTERN NURSERY	PLANTS	ROADSIDE VEGETATION	1,941.44
132859	WESTERN SYSTEMS	REPAIR #H014	RISK MANAGEMENT	7,096.20
132860	WHISTLE WORKWEAR	BOOTS-CARDON	EQUIPMENT RENTAL	200.00
132861	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	78.70
	WHITE CAP CONSTRUCT		MAINT OF GENL PLANT	582.35
132862	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTIL ADMIN	118.04
132863	WINDERMERE PROP MANA	UB REFUND-TNT VINCENT	WATER/SEWER OPERATION	321.92
132864	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	56,036.93
132865	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	9,483.85

WARRANT TOTAL: 2,105,249.03

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

Index #6

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

CITY COUNCIL MEETING DATE: 5/13/19

AGENDA ITEM:	
Agreement with Summit Law for Special Counsel Services	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

RECOMMENDED ACTION: Staff recommends the Council consider approving the agreement with Summit Law.

RECOMMENDED MOTION: I move to authorize the Mayor to sign the Agreement for Special Counsel Legal Services with Summit Law Group.

AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES

THIS AGREEMENT (hereinafter "Agreement") is entered into the date last below written between the City of Marysville, Washington, a municipal corporation (hereinafter the "City"), and Summit Law Group (hereinafter the "Summit Law Group").

WHEREAS, the City desires to use Summit Law Group for Special Counsel services and litigation on an as-needed basis, and Summit Law Group is willing to do so in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and Summit Law Group as follows:

I. Legal Services.

A. Summit Law Group will provide the City with legal services related to personnel and labor negotiation and related matters as requested by the City. In addition, Summit Law Group will provide the City with litigation legal services related to employment, labor, and similar matters.

B. Summit Law Group will use its best efforts to perform the City's legal matters promptly and efficiently according to the highest legal and ethical standards.

II. Fees.

A. The City shall pay Summit Law Group, as sole compensation for the services performed under this Agreement, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rates shown in Attachment A. Summit will update Attachment A annually with its current municipal rates.

B. The City shall reimburse Summit Law Group for out-of-pocket expenses that are not normally included within the fee for professional services, including copying charges by third party vendors, filing fees, and messenger services. Summit Law Group will not charge for long distance telephone calls or copying performed in-house.

C. Summit Law Group should submit billings by the 15th day of each month. The billing statements shall reflect services rendered in increments of one-tenth of an hour. The billing statements shall state for each date services were performed a brief summary of the services provided, the timekeepers who provided the services, the number of hours, or fractions of hours, spent and expenses and disbursements in detail.

D. Michael Bolasina will have overall responsibility for Summit Law Group under this Agreement.

E. Summit Law Group and the assigned attorney have been retained because of their expertise. The City should not be billed for general legal or technical research necessary to educate staff or less experienced attorneys in the firm without advance City approval. The City shall not be billed for time spent in preparing or reviewing the firm's billings to the City or in internal firm quality control procedures. Summit Law Group will keep the City fully informed of time used for conferences, telephone calls, drafting documents, research, court time, and necessary travel time.

F. The City shall make payment when it is fully satisfied with the services performed for the previous month. Payments shall be made through the City's ordinary payment process and shall be considered timely if made within thirty (30) calendar days of actual receipt of a properly completed billing. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly billed.

III. Interaction with City.

A. Summit Law Group will keep the City well informed of the legal matters it handles on the City's behalf. Summit Law Group will send the City copies of all material papers coming in or going out of its offices to or from third parties. Summit Law Group, at such times and in such form as the Chief Administrative Officer may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The City's files at Summit Law Group and its progress shall be open to the City for inspection at any time, and the City's files shall be the property of the City.

B. The Chief Administrative Officer should be given advance notice of any significant decisions in order to be able to participate fully in making such decisions.

IV. Independent Contractor Status.

A. Summit Law Group shall serve as an attorney for the City and shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

B. Summit Law Group, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. Summit Law Group shall maintain all necessary insurance to protect it from losses and claims which may arise out of or from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

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

V. Suspension or Termination.

The City may suspend or terminate the performance of services under this Agreement by written notice to Summit Law Group, in whole, or from time to time in part, at the City's discretion. Upon termination, the City will pay Summit Law Group for all outstanding work completed prior to termination, together with any agreed reasonable services necessary to complete any work outstanding at the time of termination which the City requests be completed prior to termination.

VI. Nondiscrimination.

A. Summit Law Group shall, in all hiring or employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

VII. Hold Harmless/Indemnification.

A. Summit Law Group agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of Summit Law Group, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of Summit Law Group under this Agreement.

B. In the event that both Summit Law Group and the City are both negligent, then Summit Law Group's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees and disbursements) that can be apportioned to Summit Law Group, its officers, employees, and agents.

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

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

VIII. Insurance.

a. **Minimum Limits of Insurance.** Summit Law Group shall, before commencing work under this Agreement, file with the City certificates of insurance coverage to be kept in force continuously during this Agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Summit Law Group shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Summit Law Group, its agents, representatives or employees. Said certificates shall name the City, its officers, agents, employees and elected officials, as an additional named insured with respect to all coverages except professional liability insurance and L & I. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under Summit Law Group's Commercial General Liability insurance policy with respect to the work performed for the City.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage; Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with an A.M. Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

c. **Verification of Coverage.** In signing this Agreement, Summit Law Group is acknowledging and representing that required insurance is active and current.

d. **Primary Insurance.** Summit Law Group's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Summit Law Group's insurance and shall not contribute with it.

e. **No Limitation.** Summit Law Group's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Summit Law Group to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

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

IX. Conflict of Interest.

Summit Law Group agrees not to perform professional services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys may exist, except as otherwise agreed to in writing by the City.

X. Compliance with Law.

Summit Law Group agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

XI. Severability.

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

XII. Non-Waiver.

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

XIII. Extent of Agreement/Modification.

This Agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

XIV. Notice.

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

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

CITY OF MARYSVILLE

Gloria Hirashima, CAO
City of Marysville
1049 State Avenue
Marysville, WA 98270

For litigation related matters:
Jon Walker, City Attorney
City of Marysville
1049 State Avenue
Marysville, WA 98270

SUMMIT LAW GROUP, LLP:
Michael Bolasina
Summit Law Group, LLP
315 Fifth Avenue South, Suite 1000
Seattle, WA 98104

Either party may designate additional persons to receive notice or change the person to receive notice by notifying the other party.

XV. Governing Law.

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

XVI. Venue.

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

XVII. Counterparts.

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

XVIII. Time of Performance.

This Agreement shall commence on the last date below and end December 31, 2021. Extension of the services contract will be by written agreement, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

SUMMIT LAW GROUP, LLP

CITY OF MARYSVILLE

By: _____
Michael Bolasina

By: _____
Jon Nehring, Mayor

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

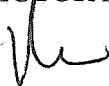
Jon Walker, City Attorney

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 05/28/19

AGENDA ITEM:	
Fleet Purchase of Tymco 600 Regenerative Air Sweeper	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Purchase Order #F13199	
BUDGET CODE:	AMOUNT:
50100048 564000 1912	\$307,747.00
SUMMARY:	
<p>There was \$320,000 identified in the 2019-2020 City of Marysville budget for the purchase of a new regenerative air street sweeper for the Fleet Division to be utilized by the Street's Division of the City's Public Works Department. City staff obtained a quote using the Washington State Department of Enterprise Services Contract from PacWest Machinery for a Tymco 600 Regenerative Air Sweeper in the amount of \$307,747.00.</p> <p>This sweeper will be used as part of a Grant Agreement with the Department of Ecology for the Marysville Enhanced Sweeper Program. This grant agreement was approved by Council on 12/10/2018. This grant will reimburse 75% of the cost of this vehicle through an hourly use rate over the next three years.</p>	

RECOMMENDED ACTION:

City of Marysville staff recommend that the City Council authorize the Mayor to execute the purchase of a new Tymco 600 Regenerative Air Sweeper in the amount of \$307,747.00 from PacWest Machinery.



FLEET SERVICES DIVISION
 80 Columbia Ave.
 Marysville, WA 98270
 (360) 363-8250
 (360) 651-5524 Fax

#HOLD
FLEET ADDITION

52
Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F_ 13199**

TO: PACWEST MACHINERY
8207 S - 216th
KENT, WA 98032-1935
 ATTENTION: JEFF BROWN 206-321-2699

DATE <u>5-9-2019</u>	ACCT CODE <u>50100048.564000</u>	ORDER NO. <u>1912</u>
SHIP TO <u>CITY OF MARYSVILLE - FLEET SERVICES</u>		
<u>80 - COLUMBIA AVE</u>		
<u>MARYSVILLE, WA 98270</u>		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
<u>BOB SCOTT</u>	<u>180-DAYS</u>	<u>MARYSVILLE, WA</u>	<u>DRIVER</u>		<u>HORC/FLEET ADD</u>

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
<u>1</u>			<u>2019 TYMCO 600 REGENERATIVE AIR SWEEPER W/TH AUXILIARY ENGINE MOUNTED ON 2019 PETERBILT 220 CABOVER RH STEER CAB AND CHASSIS WITH ALL OPTIONS STATED AS PER STATE OF WASHINGTON CONTRACT # 02613 AND AS PER PROPOSAL # MRLV600IH-PT220-519-2</u>	<u>27,000.00</u>	<u>27,000.00</u>				
<u>1</u>			<u>STATE OF WA SALES TAX @ 9.3%</u>			<u>25761.00</u>	<u>302761.00</u>		
<u>1</u>			<u>WA STATE EXLISE TAX @ 0.3%</u>			<u>831.00</u>	<u>303592.00</u>		
<u>1</u>			<u>DES MGMT FEE OF 1.5%</u>	<u>4155.00</u>	<u>4155.00</u>		<u>307,747.00</u>		
			<u>TOTAL INVOICE AMOUNT</u>				<u>\$307,747.00</u>		

NOTES: FLEET ADDITION AS PER 2019 BUDGET
* PLEASE RETURN ALL ORIGINALS TO BOB SCOTT @ PUBLIC WORKS *

X

AUTHORIZED BY: _____ RECEIVED BY: _____

PACWEST MACHINERY Quotation

PORTLAND BRANCH
13805 N.E. SANDY BLVD. (97230)
P.O.BOX 20577 (97294) PORTLAND, OR
PH 1-800-929-5933 FAX (503) 252-1769

SEATTLE BRANCH
8207 S. 216TH KENT, WA 98032-1935 PH
(206) 762-5933 1-800-935-5933
FAX (206) 763-3117

SPOKANE BRANCH
4030 E. TRENT AVE SPOKANE, WA 99202
PH (509) 534-5933 1-800-938-5933
FAX (509) 534-5286

EUGENE BRANCH
1550 IRVING RD. EUGENE, OR 97402
PH (541) 302-3762
FAX (541) 302-3763

SINCE 1911...THE **SOURCE** FOR CONTRACTORS IN THE WEST

To:		Date:	5/8/2019
Address:	City of Marysville 80 Columbia Ave. Marysville, WA 98270 360-323-8250	Proposal No.:	MRLV600IH-PT220-5-19-2
		F.O.B. Point:	Marysville Shop
Attention:		Acceptance Period:	30 Days

In accordance with the terms and conditions stated herein and the following page hereof, ClydeWest, Inc. offers to sell, furnish and deliver FOB shipping point, the equipment described.

QUANTITY	DESCRIPTION	AMOUNT
1	2019 TYMCO 600 Regenerative Air Sweeper w/T4f Aux engine On 2019 Peterbilt 220 Cabover Rt Hand Steer chassis Options: Aux. hydraulic system, hyd. Oil shutdown system, Gutter broom drop down Gutter broom tilt, Air Operated diaphragm water pump, 440 Gallons of water, Low emissions package, Water gauge in cab, Abrasion protection package, Dump switch in cab, Stainless steel hopper drain system, Hopper load indicator, Hopper suction throat liner w/inlet wear flange, Split stainless steel hopper screen, Auto-sweep interrupt, Pick-up head curtain lifter, Pick-up head water injection system Stainless steel hopper, SS bolt on blower housing, SS high capacity dust separator, 3 Camera/monitor system, Additional LED Lights GB, Air horn, Fire extinguisher, Hazard reflectors, LED lights turn, tail, side, clearance, slow moving vehicle emblem, pre-wire light bar, Traffic Directecting light (Whelan arrow). DES Contract #02613 vendor #W57352	\$277,000.00
	Sales Tax rate 9.3%	\$25,761.00
	WA State Vehicle Excise tax 0.3%	\$831.00
	DES Mgmt Fee of 1.5% is (\$4,155.50)	\$4,155.00
	TERMS :	
Total Including Tax:		\$307,747.00

IMPORTANT: ADDITIONAL TERMS ARE LOCATED ON 2nd PAGE OF THIS DOCUMENT, INCLUDING WARRANTY AND DISCLAIMER PROVISIONS, ALL OF WHICH SHALL BE CONSIDERED PART OF THIS QUOTATION.

Submitted by: Jeff Brown Estimated delivery date after receipt of order & complete information has been provided.

Accepted by: PacWest Machinery LLC Accepted (Company): _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Warranty Attached

PACWEST MACHINERY QUOTATION

PORTLAND BRANCH
13805 N.E. SANDY BLVD. (97230)
P.O. BOX 20577 (97294) PORTLAND, OR
PH 1-800-929-5933 FAX (503) 252-1769

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PH (541) 302-3762
FAX (541) 302-3763

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TERMS AND CONDITIONS

- Proposals to furnish new products, whether in existence or to be manufactured are based on prices, freight rates and other cost factors prevailing at the time of shipment. Prices are subject to increase if increased by the manufacturer before acceptance of order by us. Freight costs, if any, included in proposal are subject to correction if changed by tariff applicable to shipment. Other cost factors, if any, are subject to increase if increased before acceptance of order by us.
- Delivery estimates are approximate and are based on information from the manufacturer as of the proposal date or the most recent date confirmed. We do not accept liability for delay in manufacture, shipment or delivery.
- Proposals relating to specific existing products are made subject to prior sale or commitment unless otherwise stated herein.
- Proposals and sales of used products are "as is" unless otherwise specifically represented and proposed in writing herein. New equipment will be subject to the exact terms set out in the manufacturer's warranty, a copy of which is attached as a part of this proposal.
- Acceptance of our proposal by the purchaser followed by written acknowledgment by one of our corporate officers constitutes an agreement. The agreement cannot thereafter be modified except in writing signed by one of our corporate officers.
- An order, once accepted and acknowledged may not be cancelled without our written consent and, if cancelled, purchaser agrees to pay the cancellation charge assessed against us by the manufacturer and our accumulated direct costs.
- Purchaser accepts responsibility for product purchased when it is delivered at the FOB point specified in the order whether to purchaser, carrier, or bailee, whichever occurs first. Purchaser authorizes us to execute on purchaser's behalf shippers or carrier's bill of lading or contract for carriage of product related to shipment.
- We warrant title to the product sold. The manufacturer of the product sold may extend to the purchaser its standard warranty. The purchaser shall look to us only for title warranty protection and shall look solely to the manufacturer for any other warranty protection. Except for the above, it is expressly understood and agreed that NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, nor other warranty, express, implied or statutory IS MADE. It is agreed that the particular qualities and characteristics which are not being warranted by us include each and every operating characteristic and quality of the product, it being understood and agreed that the purchase price is based on the purchaser re-lying solely on the manufacturer's warranty protection. Description of the product being sold is for identification only.
- Under any all circumstance, our Liability (in any case where we may be liable to purchaser) shall be limited to replacement or repair of defective parts or workmanships and excludes any labor necessary to remove or replace any parts when examination discloses to our satisfaction that product was defective under normal use, maintenance and service within one year or warranty period, whichever occurs first from time of delivery /FOB point.
- If we shall attempt repairs or replacements in any case where we may be liable, we shall be entitled to continue to attempt to remedy defects for so long a time as in our sole judgment such attempt is justified. If the defect is such that we shall determine that repairs or replacements are not practical, purchaser shall have the right to return the product to us and to have refunded the fair market value of the product as established by us in any commercially reasonable manner. The foregoing shall be the purchaser's sole and exclusive remedy against us whether in contract, tort, or otherwise.
- WE SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY AND IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COMMERCIAL DAMAGES OR ANY OTHER DAMAGES EXCEPT AS STATED HEREIN. OUR LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT SOLD. WHETHER LIABILITY RESULTS FROM BREACH OF WARRANTY CONTRACT, TORT OR ANY OTHER CAUSE WHATSOEVER.
- No action against us for breach of this contract or any other obligation of ours herein can be commenced after more than one year after the same has accrued, and the one year limitations shall apply without regard to the knowledge or lack of knowledge of any party with respect to breach or damage.
- Payment of the purchase price is due and payable on the 10th day following delivery of the product to the FOB point unless other specific terms are arranged and approved. If a form of deferred payment plan is used, purchaser agrees to execute documents required and to furnish financial statements or information requested. Terms for deferred payments are subject to approval of seller's credit department. Purchaser is solvent.
- A service and handling fee at the rate of 1 1/2 percent per month, 18% per annum, shall be charged on all sums not paid when due.
- Title to the within described equipment shall remain in us until such time payment has been made in full. You agree that we shall have a security interest in the equipment to secure payment in accordance with the payment terms set forth in the proposal, and that we shall have all rights of a secured party under the Uniform Commercial Code, including the rights to repossess the equipment and to obtain a deficiency judgment, in the event these payment terms are not met. You agree to execute financing statements if we so require.
- Our proposal or our order is expressly limited to the terms and conditions herein.
- Seller shall not be liable for the cost of any changes related to inspections, testing and / or modification necessary to conform to specific codes, ordinances, or regulations.
- The agreement shall be interpreted to the laws of the state in which the branch of the seller is located, and venue of any action arising out of or in connection with this agreement shall be in the county and state where the branch of seller is located.

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/28/19

AGENDA ITEM:	
Stormwater Sewer Easement	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
	\$36,000.00
SUMMARY:	

Public Works has identified an appropriate route for a stormwater sewer to serve one of the regional stormwater ponds in the area of 156th Street NE. The property owner has agreed to the appraised value of the easement and has executed a proposed easement contingent on payment.

RECOMMENDED ACTION: Staff recommends Council consider accepting the easement and authorizing payment of \$36,000.00 to purchase easement.

RECOMMENDED MOTION: I move to authorize payment of \$36,000 to Marysville Investment Partners to purchase an easement for stormwater sewer purposes.

After recording return to:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

City of Marysville Storm Sewer Utility Easement

THIS Storm Sewer Utility Easement made this ___ day of May, 2019 between MARYSVILLE INVESTMENT PARTNERS, LLC, hereinafter referred to as "Grantor;" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee."

WITNESSETH:

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

See **EXHIBIT A** attached hereto

Section 33 Township 31 Range 05 Quarter NW NEW LOT D OF CITY MAR BLA NO 14-006 REC
 UND APN 201410155002 BEING A PTN OF NE1/4 NW1/4 SD SEC

Assessor's Tax Parcel ID#: 310533-002-002-00

and,

WHEREAS, Grantee is desirous of acquiring a non-exclusive sewer easement, over, under, through, in and upon said lands and premises as described in **EXHIBIT B** ("Easement Area");

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual non-exclusive right, privilege, and authority to (a) construct, alter, improve, repair, operate and maintain storm drainage lines, pipes and appurtenances (b) across, and over 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, and (c) under, through, in, and upon the portion of the lands and premises situated in the County of Snohomish, State of Washington, and described in the attached **EXHIBIT B**.

Together with the limited right of ingress to and egress from the then parking lots, or other open spaces of property of Grantor within 30 feet of the Easement Area for the sole purpose of accessing the Easement Area, provided that such ingress and egress will (a) be used only when Grantee is otherwise unable or incapable of accessing that portion of the Easement Area that Grantee requires access thereto without damage or injury to person or property, (b) Grantee will access the Easement Area using the most direct means reasonably practical; (c) Grantee will use commercially reasonable best efforts not to interfere with use by Grantor or its tenants of the

property of Grantee, and (d) Grantee shall cooperate with Grantor and any reasonable restrictions imposed herein, including, without limitation, providing advance notice or such use, except in the cases of emergency.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing or in any other lawful manner, but shall not erect any buildings, structures, patios, or other permanent construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to repair and replace any fences, lawn, land contours, structures, or improvements that are disturbed, damaged, or destroyed 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 by the Grantee.

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

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

GRANTOR:

Name or Co: MARYSVILLE INVESTMENT PARTNERS, LLC

By: *Oikney Capital*
Title: *Manager*

Sign: *Mark Mowat*
Print: Mark Mowat
Title: Manager

Representative or Company Notary:

STATE OF WASHINGTON)

COUNTY OF SNOHOMISH)ss.
)

I certify that I know or have satisfactory evidence that Mark Mowat is/are the persons 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 acknowledged him/her as the (title) manager of (company) Orkney (ap-h), LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 16 day of May, 2019

(Notary Signature)

[Handwritten Signature]

(Print Name)

Patrick Moran

NOTARY PUBLIC in and for the State of Washington

Residing at (city): Belleau, WA

My commission expires: 12-17-20



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 310533-002-002-00

Parcel D of City of Marysville Boundary Line Adjustment No. 14-006 recorded under Auditor's File No. 201410155002, records of Snohomish County, Washington, being more particularly described as follows:

That portion of the North half of the Northeast Quarter of the Northwest Quarter of Section 33, Township 31 North, Range 5 East of the Willamette Meridian, lying Easterly of the following described line:

Commencing at the Northwest corner of said Northeast Quarter of the Northwest quarter; thence South $87^{\circ} 14'44''$ East, along the North line of said subdivision, a distance of 317.22 feet to a fence as it existed on November 1, 1977 and the true point of beginning of said line; thence South $02^{\circ} 52'17''$ West along said fence, a distance of 670.38 feet to the South line of said North half and the terminus of said line.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B**STORMWATER EASEMENT LEGAL DESCRIPTION**

THAT PORTION OF LOT D, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 14-006, AS RECORDED UNDER AUDITOR'S FILE NO. 201410155002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE WEST 20.00 FEET THEREOF;

TOGETHER WITH THE WEST 586.88 FEET OF THE SOUTH 20.00 FEET OF SAID LOT D; EXCEPT THE WEST 20.00 FEET THEREOF.



Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/28/19

AGENDA ITEM:	
Interlocal Agreement Between the City of Lake Stevens and the City of Marysville	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Proposed Interlocal Agreement Between the City of Marysville and the City of Lake Stevens regarding improvements to Soper Hill Road. 2. Proposed Interlocal Agreement Between the City of Marysville and the City of Lake Stevens regarding improvements to Powerline Trail. 	
BUDGET CODE:	AMOUNT:
	\$
SUMMARY:	

The City Councils of Marysville and Lake Stevens met jointly on May 15, 2018 to review a draft interlocal on transportation. Following the joint Council meeting, Mayor Nehring and Mayor Spencer, along with staff have jointly negotiated the agreements relating to Soper Hill Road and the Powerline Trail. The attached agreements are supported by Mayors of each city.

The proposed interlocal for Soper Hill Road, would enable the City of Marysville to proceed with a planned roundabout at 83rd Avenue NE and Soper Hill Road. Marysville proposes to wholly fund the improvement. The interlocal agreement also establishes a mutually agreed upon road standard for Soper Hill Road. Soper Hill Road is within the Lake Stevens city limits. The ILA provides the permitting jurisdiction for planned improvements within the right of way be maintained by Lake Stevens. The city of Marysville has completed transportation analysis and level of service modelling that demonstrates the planned improvements would enable the intersections to operate at LOS A through 2035 growth.

The proposed interlocal agreement for the Powerline Trail would establish an agreement to jointly design and pursue construction funding to enable a trail from Marysville's planned Centennial trail connection at Getchell Hill, through Marysville and the Sunnyside area, extending south to Lake Stevens and ultimately connecting easterly back to the Centennial trail in Lake Stevens. The planned trail would provide for a regional trail that benefits both the Marysville and Lake Stevens communities.

<p>RECOMMENDED ACTION: Staff requests authority to accept non-substantive language changes made by Lake Stevens following their approval process. Staff recommends that Council approve the Interlocal Agreements and authorize the Mayor to sign the Agreements.</p>
--

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY
OF LAKE STEVENS REGARDING IMPROVEMENTS TO SOPER HILL ROAD**

This Agreement is entered into this _____ day of _____, 2019, and is entered into by and between the City of Marysville, a municipal corporation under the laws of the state of Washington, (“Marysville”) and the City of Lake Stevens, a municipal corporation under the laws of the state of Washington (“Lake Stevens”), collectively referred to as the “parties.”

Whereas, the jurisdictional boundaries of Marysville and Lake Stevens meet along the northern boundary of the Soper Hill Road right-of-way, with the whole of Soper Hill Road, from the 8000 block east to State Route 9, being located within the jurisdictional boundaries of Lake Stevens; and

Whereas, future development in the Soper Hill Road area, largely within Marysville, and resulting traffic impacts may cause several Soper Hill Road intersections to fall below adequate levels of service for the cities of Marysville and Lake Stevens; and

Whereas, Marysville and Lake Stevens agree that future growth within Marysville will necessitate traffic control improvements at specific intersections and associated frontage improvements within Lake Stevens to maintain adequate levels of service and wish to define general standards for the Soper Hill Road corridor and the manner in which those improvements will be designed and constructed; and

Whereas, Marysville and Lake Stevens have the authority to enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW;

Now, therefore, in consideration of the mutual promises herein, the parties agree that:

1. Requirements of the Interlocal Cooperation Act.

- a. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is for Marysville and Lake Stevens to work together effectively and efficiently to accomplish the “Soper Hill Projects,” as defined in Section 3 of this Agreement. This Agreement establishes the responsibilities of Marysville and Lake Stevens for the planning, design, and construction of the Soper Hill Projects, which includes intersection and frontage improvements. Lake Stevens will cooperate with Marysville and Marysville will cooperate with Lake Stevens to the extent reasonably necessary to accomplish the Soper Hill Projects.

- b. No Separate Entity. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party and the other party shall have no interest therein.
- d. Administrators. Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

<p>Marysville’s Initial Administrator:</p> <p>Chief Administrative Officer Gloria Hirashima 1049 State Avenue Marysville, WA 98270</p>	<p>Lake Steven’s Initial Administrator</p> <p>City Administrator Gene Brazel 1812 Main St. P.O. Box 257 Lake Stevens, WA 98258</p>
--	--

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

- 2. **Effective Date**. This Agreement shall take effect upon being authorized for execution by the City Council of each party, fully executed by the mayor for each party, and being (a) filed with the Snohomish County Auditor or (b) being posted on either Marysville’s or Lake Stevens’ city website.
- 3. **Soper Hill Projects**. Soper Hill Road is an important east-west minor arterial forming a portion of the jurisdictional boundary between Marysville and Lake Stevens. Continued development in the area will necessitate improvements to the Soper Hill Road corridor.
 - a. Road Segments. The parties agree to the following conceptual layouts for the identified road segments, all as represented in the attached Exhibit A:
 - i. Soper Hill Road Between 83rd Avenue NE and 87th Avenue NE – Phase 1. Two eleven-foot wide travel lanes and a twelve-foot wide center turn lane, twelve-foot shared used path north side and a road buffer accommodating variable width planters. The meandering pedestrian path on the southern frontage is to be maintained and integrated into the new road section.

- ii. Soper Hill Road Between 87th Avenue NE and Highway 9. Five eleven-foot travel lanes (two westbound and three eastbound) at Highway 9 tapering to three eleven-foot travel lanes (two westbound and one eastbound) at 87th Avenue NE. On the north side, a twelve-foot shared use path and variable width planters. The meandering pedestrian path on the southern frontage is to be maintained and integrated into the new road section.
 - iii. Soper Hill Road West of 83rd Avenue NE to City Limits. Two eleven-foot wide travel lanes, five-foot wide bike lanes, five-foot wide planters, and five-foot wide sidewalks along both frontages.
- b. Traffic Control at 83rd Avenue NE and 87th Avenue NE. Two roadway traffic control improvement projects including the installation of two mini-roundabouts and associated improvements including curb and gutter, sidewalks, and drainage improvements at the intersections of 83rd Avenue NE and Soper Hill Road (the “83rd Project”) and 87th Avenue NE and Soper Hill Road (along with frontage improvements between 87th Avenue NE and SR-9 that will be triggered and constructed by a developer as contemplated by this Agreement) (the “87th Project”).
- i. Collectively, the 83rd Project and 87th Project constitute the “Soper Hill Projects.” As more fully detailed below and as shown in Exhibit A, the parties intend that the Soper Hill Projects will be substantially similar in their design and that Marysville will design and construct the 83rd Project and that a developer will design and construct the 87th Project, with Marysville having the option at its discretion to instead design and/or construct the 87th Project in lieu of a developer.
 - ii. Lake Stevens will be the permitting agency and the lead agency for SEPA purposes on the Soper Hill Projects, within Lake Stevens’ jurisdictional boundaries. Notwithstanding anything written herein, the City of Lake Stevens permitting and SEPA authority over Soper Road shall not be diminished or impaired by this Agreement.
- c. Marysville’s Responsibilities for the 83rd Project. With regard to the 83rd Project, Marysville, by and through its officials, officers, employees, and agents, agrees to:
- i. Obtain Permits. Marysville is responsible for obtaining all required permits from Lake Stevens, including but not limited to construction plan approval, grading permit approval, environmental review, including issuance of a SEPA threshold determination, and right-of-way permit approval. The 83rd Project will be designed consistent with Lake Stevens’ ordinances and Engineering Design and Development Standards and to the greatest extent practicable the small roundabout design treatments contained on page 18 of Lake Stevens’ Beautification Plan (attached

- hereto as Exhibit B), and consistent with the design and construction of the 87th Project. Marysville will comply with all applicable laws, rules, and regulations associated with said application and issuance of required permits and defense of all permitting decisions and any appeal thereof.
- ii. Grant of Access. Marysville will obtain permission and written right-of-entry on, over, under, above, and through private property if, in the reasonable judgment of Marysville's Engineer, access is necessary for designing or constructing the 83rd Project. Lake Stevens will reasonably assist Marysville to obtain permission and right-of-entry on, over, under, above, and through private property located within the jurisdictional boundaries of Lake Stevens as may be necessary from time to time. Any right-of-way, right of entry, or other real property interest that may need to be acquired by fee or easement will be the responsibility of Marysville and any private real property rights acquired by Marysville for the projects will be conveyed to Lake Stevens for properties located within Lake Stevens' boundaries.
 - iii. Project Design. All aspects of the 83rd Project will be designed in compliance with federal law and regulations and pursuant to Lake Stevens' ordinances and Engineering Design and Development Standards. Final design will be subject to Lake Stevens' written approval or permit approval, which shall not be unreasonably withheld.
 - iv. Sub-Contracting. Marysville may, in its sole discretion, hire one or more consultants, sub-consultants, contractors, and/or sub-contractors to perform some or all of the design or construction of the 83rd Project.
 - v. Timeline. Marysville will complete design, permitting, and construction of the 83rd Project within two years of the effective date of this Agreement.
 - vi. Conveyance. Within ninety (90) days following the later of (1) completion of construction of the 83rd Project, (2) final acceptance of the 83rd Project, or (3) resolution of all claims against retainage for the 83rd Project, Marysville will convey the 83rd Project, and any and all acquired interests in real property and improvements associated therewith and located within Lake Stevens, to Lake Stevens by bill of sale. The 83rd Project will be free of all liens and encumbrances at the time of conveyance.
 - vii. Appropriation. Marysville currently has available funding for 83rd segment of the Soper Hill projects. To the extent such funding is not expended on the 83rd Project, the remaining funds shall be committed by Marysville to the funding of the 87th Project and frontage improvements in the project area.

- d. Lake Stevens' Responsibilities for the 83rd Project. With regard to the 83rd Project, Lake Stevens, by and through its officials, officers, employees, and agents, agrees to:
- i. Lead Agency. Pursuant to WAC 197-11-926(1), Lake Stevens will serve as the lead agency on the 83rd Project for purposes of SEPA.
 - ii. Permit Authority. Lake Stevens will act as the permitting authority related to the 83rd Project and associated improvements within the Soper Hill Road right of way, including but not limited to construction plan approval, grading permit approval, environmental review, issuance of a SEPA threshold determination, and right-of-way permit approval.
 - iii. Cooperation. Lake Stevens agrees to cooperate with Marysville as may be necessary from time to time in designing and constructing the 83rd Project.
 - iv. Grant of Access. Lake Stevens grants Marysville, its officials, officers, employees, and agents, for the purposes of designing and constructing the 83rd Project pursuant to this Agreement, permission and right-of-entry on, over, under, above, and through those Lake Stevens rights-of-way that are necessary in the design or construction of the 83rd Project. The terms and conditions of such access shall be pursuant to a right-of-way permit issued by Lake Stevens.
- e. Marysville and Lake Stevens Responsibilities for Developer Construction of the 87th Project. With regard to the 87th Project, Marysville and Lake Stevens, by and through their officials, officers, employees, and agents, agree:
- i. Developer Construction. Marysville anticipates that a development will locate within Marysville, near 87th Avenue NE and Soper Hill Road, and that such a development will trigger the need for the 87th Project. Any proposed development in Marysville for which traffic from the development will cause the intersection to be reduced to Service Level E shall trigger the need for the 87th Project.
 - ii. Analysis of Development. Upon receiving a complete application for a development in the vicinity of 87th Avenue NE and Soper Hill Road Marysville will provide Lake Stevens a notice of application and a timely opportunity for review, comment, staff consultation, and where applicable, participation in Marysville's development review and approval process. Marysville, in consultation with Lake Stevens, may either independently study the traffic impacts of a proposed development or may rely on a traffic impact study submitted by the applicant. Marysville may require the applicant to prepare a traffic impact study and may request such supplemental information and analysis as Marysville determines is necessary.

- iii. Conditioning of Development. If Marysville after consultation with Lake Stevens determines in the exercise of its land use authority that the development will trigger the need for the 87th Project, Marysville will condition the development upon construction of the 87th Project and conveyance of the 87th Project to Lake Stevens by a bill of sale.
- iv. Permits. The developer will be required to obtain the necessary permits and approvals from Lake Stevens pursuant to the Lake Stevens Municipal Code. Lake Stevens will act as the permitting authority for the 87th Project and, pursuant to WAC 197-11-926(1), will serve as the lead agency for purposes of SEPA on the 87th Project.
- v. Development Standards. Marysville and Lake Stevens agree that the 87th Project will be designed and constructed consistent with Lake Stevens' ordinances and Engineering Design and Development Standards and to the greatest extent practicable the small roundabout design treatments contained on page 18 of Lake Stevens' Beautification Plan (attached hereto as Exhibit B), and consistent with the design and construction of the 83rd Project.
- vi. Cooperation. To the extent necessary, Marysville and Lake Stevens will coordinate to assure that the 87th Project is designed, permitted, and constructed in a form substantially similar to the 83rd Project.
- vii. Conveyance. Following the developer's construction of the 87th Project, portions of the project shall be conveyed by the developer to Lake Stevens in accordance with the Lake Stevens Municipal Code and the Lake Stevens Engineering Design and Development Standards.
- viii. Marysville Public Improvement Project. In its sole discretion, Marysville will have the option to design, permit and potentially construct the 87th Project in lieu of a developer as a public improvement occurring in advance of a private development triggering said improvements. In the event Marysville exercises this option, then the terms of Section 3.c and 3.d will apply to the 87th Project (as though those Sections substituted "87th Project" in place of "83rd Project") except for Section 3.c.v, which will be modified so that the 87th Project will be completed prior to any development occupancy that trigger the improvements consistent with Section 3.e.iii.

4. Maintenance of the Soper Hill Projects.

- a. 83rd Project. During construction of the 83rd Project, and until such time as this Agreement expires or is terminated, Marysville will be responsible for the maintenance and repair of all improvements of the 83rd Project including the roadway, curb, gutter,

sidewalks, and storm water drainage improvements, but excluding pavement overlays and channelization.

b. 87th Project.

- i. Prior to conveyance to Lake Stevens, and in accordance with the Lake Stevens Municipal Code and the Lake Stevens Engineering Design and Development Standards, the developer shall be responsible for maintenance of the 87th Project.
- ii. In accordance with the Lake Stevens Municipal Code and the Lake Stevens Engineering Design and Development Standards, Lake Stevens shall assure that any necessary maintenance or repair of the 87th Project is completed by the developer, or by Marysville with resort to available bonds, prior to conveyance of the improvements to Lake Stevens.
- iii. Upon conveyance of all or any portion of the 87th Project improvements to Lake Stevens, Marysville will, within ninety (90) days, provide written notice to Lake Stevens of the conveyance. The written notice must identify the specific improvements conveyed to Lake Stevens (the “Noticed Improvements”). Thereafter, and until such time as this Agreement expires or is terminated, Marysville will be responsible for the maintenance and repair of the Noticed Improvements, excluding pavement overlays.
- iv. In the event Marysville exercises its option to construct the 87th project pursuant to Section 3.e.viii, then during construction of the 87th Project, and until such time as this Agreement expires or is terminated, Marysville will be responsible for the maintenance and repair of all improvements of the 87th Project including the roadway, curb, gutter, sidewalks, and storm water drainage improvements, but excluding pavement overlays and channelization.

5. Access to Soper Hill Road.

- a. Marysville and Lake Stevens shall retain all permitting authority with regard to right-of-way use permits allowing access onto Soper Hill Road within their respective jurisdictions.
- b. The parties agree that one right-in or right-in-right-out access point onto Soper Hill Road may be located between State Route 9 and 87th Avenue NE and at least one access point onto Soper Hill Road may be located between 87th Avenue NE and 83rd Avenue NE, generally aligning with 85th Drive NE. An additional access point for emergency access only, as required by the Fire District, may also be located between 87th Avenue NE and 83rd Avenue NE for the subdivision known as Belle Haven.

- c. The access points in Marysville will be designed, constructed, and approved in compliance with Marysville ordinances and Marysville’s Engineering Design and Development Standards. This includes the location and spacing of the access points relative to existing intersections and other access points and the nature of the access point (right-in-right-out, full access, etc.). Marysville will consult with Lake Stevens regarding the design and location of the Soper Hill Road access points and to the greatest extent practicable will incorporate Lake Stevens’ design standards and aesthetic elements defined in Lake Stevens’ Beautification Plan in its permitting decision.
- 6. Coordination of Future Growth.** Marysville is committed to assuring that future growth in the area of the Soper Hill Projects does not unduly burden Lake Stevens.
- a. Density. Lake Stevens desires to have future development within Marysville, in the area of the Soper Hill Projects, occur at densities similar to those found in Lake Stevens’ Campus Park development, which is located adjacent to the Soper Hill Projects. Existing Marysville zoning allows slightly higher density. To the extent Marysville seeks to modify underlying zoning within the East Sunnyside/Whiskey Ridge Subarea in a manner that further increases density, Marysville will provide Lake Stevens notice of the possible modifications and reasonably attempt to address concerns raised by Lake Stevens.
- b. Traffic. Marysville will continue to consider the traffic impacts of potential development within Marysville and condition such developments upon mitigation of traffic impacts as provided in the Marysville Municipal Code.
- c. Parks. An interlocal agreement titled “Interlocal Agreement between the City of Marysville and City of Lake Stevens regarding improvements to Powerline Trail” provides for coordination of future recreation improvements between the cities will be executed by the parties no later than six months following approval of this Agreement. Marysville and Lake Stevens agree to good faith negotiation of an agreement mitigating the impact of future development in the Soper Hill area of Marysville on access to and usage of Lake Stevens park and recreation facilities.
- d. Schools. Both Marysville and Lake Stevens are committed to supporting quality school facilities. Marysville regularly adopts the Lake Stevens School District’s Capital Facilities Plan as a sub-element of the Public Facilities and Services Element of the Marysville Comprehensive Plan. This allows Marysville to collect impact fees to fund the Lake Stevens School District’s necessary capital facility improvements and assure that future developments in the area of the Soper Hill Projects bear the cost of facilities necessitated by that future development. Marysville will continue to coordinate with the Lake Stevens School District to address the District’s needs for capital facilities improvements.

- e. Coordination of Traffic Impacts on SR9. Marysville and Lake Stevens agree to coordinate with each other and the Washington State Department of Transportation (“WSDOT”) on future development impacts at the intersection of Soper Hill Road and SR9, as well as the intersection of SR92 and SR9, to ensure that new developments construct improvements necessary to mitigate safety and transportation impacts. Marysville will be responsible for coordinating (through its development review and approvals) intersection improvements and realignment of the intersection of Soper Hill Road and SR 9 on the west side of SR 9. Lake Stevens will be responsible for coordinating (through its development review and approvals) intersection improvements and realignment of the intersection of Soper Hill Road and SR9 on the east side of SR9. Each party’s responsibilities for the Soper Hill/SR9 intersection improvements and realignment will include addressing WSDOT specifications, and if one party’s improvements on their geographic side of the intersection (as described in this Section 6.e) trigger WSDOT specifications in the other party’s geographic side, the other party will be responsible for addressing those specifications on their geographic side of the intersection.
- f. Grant Application. Marysville agrees to cooperate (e.g. letters of support) with Lake Stevens in making application for state and federal grants to provide safe walkways from the Soper Hill area of Marysville to Lake Stevens Schools and Parks.

7. Indemnification/Hold Harmless.

- a. Marysville’s Indemnification of Lake Stevens. Marysville shall protect, hold harmless, indemnify, and defend, at its own expense, Lake Stevens, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Marysville’s performance of this Agreement, including claims by Marysville’s own employees or third parties, except for (1) those damages caused solely by the negligence or misconduct of Lake Stevens, its elected and appointed officials, officers, employees, or agents or (2) those damages caused by any breach by Lake Stevens under this Agreement.
- b. Lake Stevens’ Indemnification of Marysville. Lake Stevens shall protect, hold harmless, indemnify, and defend, at its own expense, Marysville, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Lake Stevens’ performance of this Agreement, including claims by Lake Stevens’ own employees or third parties, except for (1) those damages caused solely by the negligence or misconduct of Marysville, its elected and appointed officials, officers, employees, or agents or (2) those damages caused by any breach by Marysville under this Agreement.

- c. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Section 7.a. and Section 7.b. above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- d. Survival. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.
8. **Insurance.** Each party shall maintain its own insurance and/or self-insurance (including membership in a self-insured pool) for its liabilities from damages to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance (including membership in a self-insured pool) shall not limit either party's indemnification obligations under Section 7.
9. **Duration.** This Agreement shall continue in force and effect until the earliest occurrence of:
- a. Marysville has constructed the 83rd Project and conveyed it to Lake Stevens and a developer (or Marysville pursuant to Section 3.e.viii) has constructed the 87th Project and conveyed it to Lake Stevens and thereafter Lake Stevens provides Marysville written notice that Lake Stevens no longer wishes for Marysville to provide maintenance of the Soper Hill Projects as provided in this Agreement.
- b. Fifteen (15) years from the date this Agreement is effective.
10. **Compliance with Laws.** Each party, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws, regulations, and rules.
11. **Dispute Resolution.**
- a. Informal Discussions; Mediation. The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement will first be discussed between the parties' Administrators. Thereafter and except as herein provided, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim, or controversy has been submitted to a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each party shall be responsible for the costs of its own legal representation. Either party may seek equitable

relief prior to the mediation process, but only to preserve the status quo pending the completion of that process.

- b. Civil Action. In the event the dispute, claim, or controversy is not resolved within 45 days of the commencement of mediation as described in Section 11.a, either party exercise any and all rights and remedies available to it in law or equity to resolve said dispute, claim, or controversy. The prevailing party shall be entitled to recover reasonable attorney's fees together with costs.

12. Relationship to Existing Laws and Statutes. This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. Marysville and Lake Stevens will retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, Marysville and Lake Stevens do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given three days from the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.d. of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document approved by the city council of each party and signed by the mayor of both parties.
- b. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be the Superior Court of the State of Washington, in and for Snohomish County.
- c. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties and the language in all parts of this

Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

- d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- e. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other default or any similar future default.
- f. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.
- g. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- h. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.
- i. No Third Party Beneficiaries. This Agreement and each and every provision thereof are for the sole benefit of Marysville and Lake Stevens. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.
- j. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In witness whereof, the parties have executed this Agreement as of the last date written below.

CITY OF MARYSVILLE

CITY OF LAKE STEVENS

By: _____
Jon Nehring, Mayor

By: _____
John Spencer, Mayor

Attested/Authenticated:

Attested/Authenticated:

Tina Brock, Deputy City Clerk

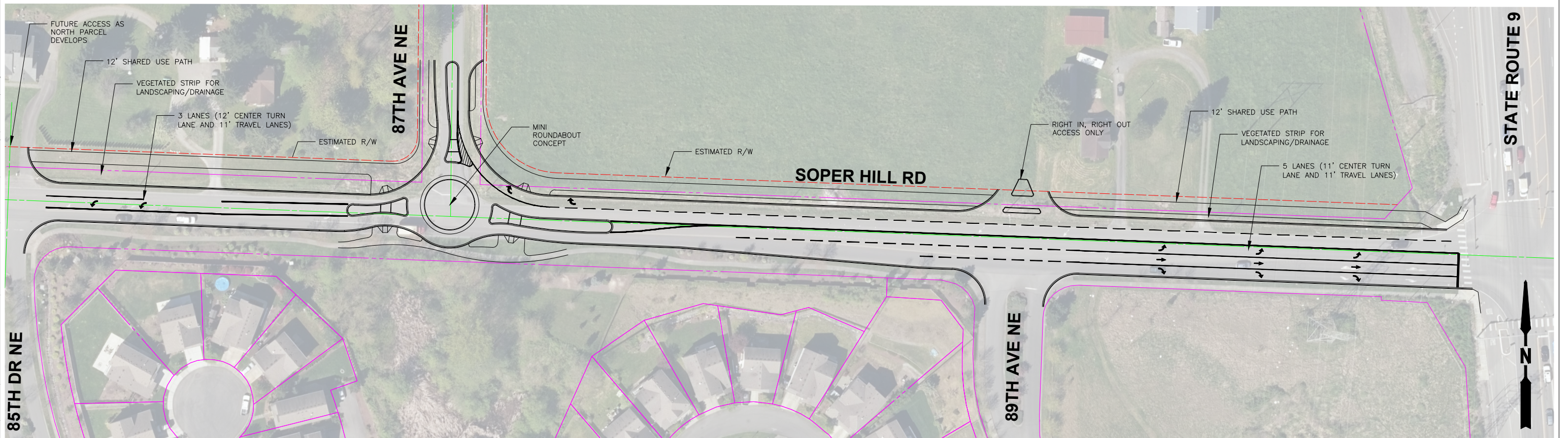
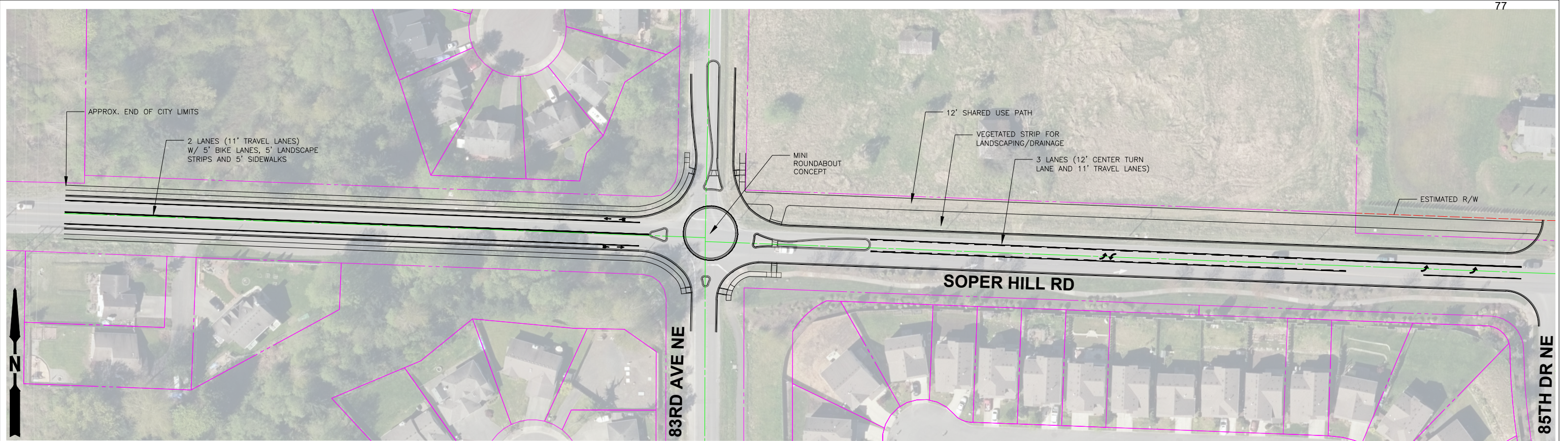
Kathy Pugh, City Clerk

Approved as to form:

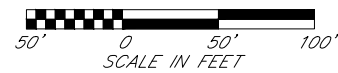
Approved as to form:

Jon Walker, City Attorney

Greg Rubstello, City Attorney



S:\Projects\Transportation\R1705 - 83rd and Soper Intersection Improvements\Preliminary.dwg



SOPER HILL RD (west of 83rd Ave NE to SR 9) CONCEPTUAL PLAN

Small Roundabout Design Treatments

Design treatments for small roundabouts consists of rockscapes that evoke the “Pacific Northwest” theme, with durable mountable decorative pavement finishes that can withstand heavy turning truckloads and low maintenance landscape plantings.

ROCKSCAPE



STACKED STONE WALL

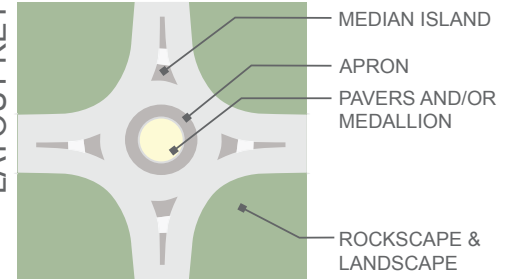


DECOMPOSED GRANITE



GRANITE STONE COLUMNS AT BULBOUT APPROACHES

LAYOUT KEY



LANDSCAPE



POTENTIAL EXISTING UPDATED LOCATIONS:

- Lake Drive & School Road

POTENTIAL NEW IMPROVEMENT LOCATIONS:

- Soper Hill Road & 83rd Avenue NE
- Soper Hill Road & 87th Avenue NE

HARDSCAPE



STAMPED MODULAR STONE CONCRETE PATTERN



STAMPED MODULAR STONE CONCRETE IN MEDIAN ISLANDS



STAMPED MODULAR STONE CONCRETE IN ROUNDABOUT APRON



MOUNTABLE VEHICLE GRADE PAVERS (APPROX. 6"X6" CREAM/GRAY COLOR TONES) SET IN GEOMETRIC PATTERN WITH CENTER ART MEDALLION

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY
OF LAKE STEVENS REGARDING IMPROVEMENTS TO POWERLINE TRAIL**

This Agreement is entered into this _____ day of _____, 2019, and is entered into by and between the City of Marysville, a municipal corporation under the laws of the state of Washington, (“Marysville”) and the City of Lake Stevens, a municipal corporation under the laws of the state of Washington (“Lake Stevens”), collectively referred to as the “parties.”

Whereas, powerlines and associated easements run through the jurisdictional boundaries of Marysville and Lake Stevens; and

Whereas, development of a trail on or along these powerlines would benefit both cities and their citizens, provide recreational opportunities, and provide alternative transportation routes (bicycle and pedestrian) linking the cities; and

Whereas, Marysville and Lake Stevens agree that development of a trail (the “Powerline Trail”) along this route as shown in **Exhibit A** would benefit the public health and welfare and that its benefits would be greatly enhanced by joint development through both cities; and

Whereas, the Powerline Trail will be developed so as to connect to the Centennial Trail, with the connections tentatively planned at or near the Getchell trailhead site in Marysville, and at or near 20th SE in Lake Stevens; and

Whereas, the Powerline Trail will serve a population beyond that of Marysville and Lake Stevens; and

Whereas, Marysville and Lake Stevens have the authority to enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW;

Now, therefore, in consideration of the mutual promises herein, the parties agree that:

1. Requirements of the Interlocal Cooperation Act.

- a. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is for Marysville and Lake Stevens to work together effectively and efficiently to accomplish the “Powerline Trail Projects,” as defined in Section 3 of this Agreement. This Agreement establishes the responsibilities of Marysville and Lake Stevens for the planning, design, and construction of the Powerline Trail Projects. Lake

Stevens will cooperate with Marysville and Marysville will cooperate with Lake Stevens to the extent reasonably necessary to accomplish the Powerline Trail Projects.

- b. No Separate Entity. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party and the other party shall have no interest therein.
- d. Administrators. Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

Marysville’s Initial Administrator:	Lake Steven’s Initial Administrator:
Chief Administrative Officer Gloria Hirashima 1049 State Avenue Marysville, WA 98270	City Administrator Gene Brazel 1812 Main St. P.O. Box 257 Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

2. **Effective Date.** This Agreement shall take effect upon being authorized for execution by the City Council of each party, fully executed by the mayor for each party, and being (a) filed with the Snohomish County Auditor or (b) being posted on either Marysville’s or Lake Stevens’ city website.
3. **Powerline Trail Project Design.**
- a. Design. The Powerline Trail would be an important north-south recreational and transportation corridor. Each city will commit to funding preliminary (30%) design of the project for the segments of the Powerline Trail located within their jurisdiction up to \$200,000.00 per jurisdiction. The city of Marysville will plan, locate and provide a neighborhood park with parking and restroom facilities along their segment of the trail within ½ mile of the intersection of Soper Hill Road. The cities will coordinate planning of the trail and cooperate on design to ensure consistency throughout the project and each

will be the lead agency for design and future construction within their jurisdiction, unless otherwise agreed.

- b. Design Option. Upon written consent of both parties, Marysville may, in lieu of Lake Stevens, also design the segments of the Powerline Trail that are located in Lake Stevens, and Lake Stevens will reimburse Marysville for the cost of designing those segments.
- c. Preliminary design will be completed within two years of the effective date of this agreement.

4. Final Design and Construction of the Powerline Trail Project.

Following preliminary design, the cities agree to coordinate a phasing and funding plan for the final design, easement or property acquisition and trail construction. The parties agree to jointly prioritize the trail segments (if construction must occur in phases). The parties also agree to seek grant opportunities through joint application for State and Federal grants, and to work cooperatively on securing funding until all phases are constructed.

5. Maintenance of the Powerline Trail Project.

In the event the Powerline Trail is constructed, each city will be responsible for maintenance of the trail within its jurisdiction.

6. Access to Powerline Trail.

Each city will take all reasonable measures to ensure access to the trail and to connect the trail with other trails and recreational sites. On the north end, Marysville will ensure connection to the Centennial Trail and on the south end, Lake Stevens will connect to its trail section on 20th St SE which will ultimately connect to Centennial trail via the interconnected trail system.

- 7. Indemnification.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

- 8. Insurance.** Each party shall maintain its own insurance and/or self-insurance (including membership in a self-insured pool) for its liabilities from damages to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-

insurance (including membership in a self-insured pool) shall not limit either party's indemnification obligations under Section 6.

9. Duration. This Agreement shall continue in force and effect until the earliest occurrence of:

- a. Completion of trail construction
- b. Ten years from the date this Agreement is effective, or as mutually extended by the parties.

10. Compliance with Laws. Each party, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws, regulations, and rules.

11. Dispute Resolution. The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement will first be discussed between the parties' Administrators. Thereafter and except as herein provided, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim, or controversy has been submitted to a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each party shall be responsible for the costs of its own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process.

12. Relationship to Existing Laws and Statutes. This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. Marysville and Lake Stevens will retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, Marysville and Lake Stevens do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.d. of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document approved by the city council of each party and signed by the mayor of both parties.
- b. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be the Superior Court of the State of Washington, in and for Snohomish County.
- c. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- e. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- f. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

- g. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- h. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.
- i. No Third Party Beneficiaries. This Agreement and each and every provision thereof are for the sole benefit of Marysville and Lake Stevens. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.
- j. Recitals; Exhibits. The recitals and attached exhibits are incorporated into and shall be considered part of this Agreement.
- k. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In witness whereof, the parties have executed this Agreement as of the last date written below.

CITY OF MARYSVILLE	CITY OF LAKE STEVENS
By: _____ Jon Nehring, Mayor	By: _____ John Spencer, Mayor
Attested/Authenticated: _____ Tina Brock, Deputy City Clerk	Attested/Authenticated: _____ Kathy Pugh, City Clerk
Approved as to form: _____ Jon Walker, City Attorney	Approved as to form: _____ Greg Rubstello, City Attorney