

April 12, 2021

Marysville City Council Meeting
7:00 p.m.

City Hall

PUBLIC NOTICE:

Pursuant to Governor Inslee’s Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person. Anyone wishing to provide written or verbal public comment, must pre-register at this link www.marysvillewa.gov/remotepubliccomment before noon on the day of the meeting.

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

A. Legislative Update: Representatives Lovick and Berg

Audience Participation

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

1. Approval of the March 8, 2021 City Council Minutes

2. Approval of the March 22, 2021 City Council Minutes

Consent

3. Approval of the March 17, 2021 Claims in the Amount of \$2,665,745.55 Paid by EFT Transactions and Check Numbers 147068 through 147238

**These items have been added or revised from the materials previously distributed in the packets for the April 5, 2021 Work Session.*

Marysville City Council Meeting

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7:00 p.m.

City Hall

4. Approval of the March 24, 2021 Claims in the Amount of \$1,225,738.82 Paid by EFT Transactions and Check Numbers 147239 through 147376 with Check Numbers 143320, 145870, and 146848 Voided
5. Approval of the March 25, 2021 Payroll in the Amount of \$1,623,029.61 Paid by EFT Transactions and Check Numbers 33401 through 33410
6. Approval of the March 31, 2021 Claims in the Amount of \$220,303.66 paid by EFT Transactions and Check No.'s 147377 through 147453
15. Approval of the April 9, 2021 Payroll in the Amount of \$1,472,158.14 Paid by EFT Transactions and Check Numbers 33411 through 33427 *
16. Approval of the April 7, 2021 Claims in the amount of \$4,322,933.75 paid by EFT Transactions and Check No.'s 147454 through 147609 with Check Numbers 133893, 135418, 141567 Voided *
8. Consider Approving the Revised Emergency Management Performance Grant COVID-19 Supplemental Agreement with Washington State Military Department
9. Consider Approving the Professional Services Agreement with Parametrix, Inc. for Design and Permitting Services for the Geddes Remediation Project
10. Consider Approving the Puget Sound Energy Easement Agreement for Providing Gas Service to the New Civic Center

Review Bids

Public Hearings

7. Consider Approving an **Ordinance** Amending the Marysville Municipal Code to Allow "Mini-Storage" as a Conditional Use Under Limited Circumstances in the Community Business and General Commercial Zones

New Business

11. Consider Approving an **Ordinance** Amending the 2021-2022 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3160 *
12. Consider Approving the Professional Services Agreement with WHPacific, Inc. in the Amount of \$213,789.75 for the Citywide Intersection Improvements, State Avenue – 3rd St. to 80th St. Project *
13. Consider Approving the Acceptance of the Olympic View Park Project with Matia Contractors, Starting the 60 day Lien Filing Period for Project Closeout *

**These items have been added or revised from the materials previously distributed in the packets for the April 5, 2021 Work Session.*

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14. Consider Approving the Memorandum of Understanding Establishing a New Appendix A to the Contract Agreement with Teamsters Local Union No. 763 *

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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

**These items have been added or revised from the materials previously distributed in the packets for the April 5, 2021 Work Session.*

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes
March 8, 2021**

Call to Order

Mayor Nehring called the March 8 City Council Meeting to order via Zoom at 7:00 p.m.

Invocation

Pastor John Mason from Mountainview Presbyterian Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, City Engineer Jeff Laycock, Police Chief Erik Scairpon, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Interim Community Development Director Allan Giffen, Fire Chief Martin McFalls, Human Resources Manager Teri Lester, Jennifer Millett, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Approval of the Agenda

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

AYES: ALL

Presentations

A. Proclamation: Declaring March 14, 2021 Bob Peterson Day

Mayor Nehring read the Proclamation declaring March 14, 2021 Bob Peterson Day in appreciation of his great service to our nation.

B. Snohomish Health District

Shawn Frederick, Snohomish Health District, gave a presentation regarding 2020 in review. He discussed agency improvements, the Environmental Health Division statistics, Prevention Services Division statistics and general community health information. Regarding the COVID-19 response, he discussed case rates and what the response will be moving forward including disease prevention/containment and vaccines.

Moving forward the Health District will resume work to implement its Strategic Plan which began prior to COVID-19. Mr. Frederick reviewed projected revenues and an updated six-year forecast. Looking ahead, the Health District will be focusing on COVID funding, sustainable funding, and increased revenue.

Councilmember James asked if the 501c3 idea has been successful in other locales. Mr. Frederick explained that this and other non-profit agency models were studied and seen to be successful.

Councilmember Richards referred to the COVID-19 Vaccine Dashboard slide and asked if the numbers for the Tribes were included in the numbers. Mr. Frederick indicated that they were.

Councilmember King expressed appreciation to the Health District for their professionalism in working with their vendors during the Strawberry Festival. He asked for more information about the swimming pool inspection program. Mr. Frederick explained that they inspect outside the pool, safety systems around the pool, as well as inside the pool.

Audience Participation

None.

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

13. Approval of the February 22, 2021 City Council Meeting Minutes

Motion to approve the February 22, 2021 City Council Meeting Minutes as presented moved by Councilmember Stevens seconded by Councilmember Muller.

AYES: ALL

14. Approval of the February 19, 2020 City Council Special Meeting Minutes

Motion to approve the February 19, 2020 City Council Special Meeting Minutes as presented moved by Councilmember Muller seconded by Councilmember James.

AYES: ALL

Consent

Councilmember Stevens asked to remove Consent Agenda items 8 and 9 and place them under New Business since he has a professional relationship through his firm with the developer.

Motion to remove Consent Agenda items 8 and 9 and place them under New Business moved by Councilmember Stevens seconded by Council President Norton.

AYES: ALL

- 1. Approval of the February 10, 2021 Misc. Payroll in the Amount of \$29,991.62 Paid by EFT Transactions and Check Numbers 33374 through 33375
- 2. Approval of the February 17, 2021 Claims in the Amount of \$3,352,892.43 Paid by EFT Transactions and Check Numbers 146497 through 146653
- 3. Approval of the February 25, 2021 Payroll in the Amount of \$1,453,575.61 Paid by EFT Transactions and Check Numbers 33376 through 33384
- 4. Approval of the February 24, 2021 Claims in the Amount of \$668,855.00 Paid by EFT Transactions and Check Numbers 146654 through 146783
- 5. Consider Approving the Supplemental Agreement No. 5 with HDR, Inc. for Phase 2 of the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project in the Amount of \$298,543.93 and Extending the Term to June 30, 2022
- 6. Consider Approving the Amending the Grant Agreement with the Department of Ecology for the Downtown Stormwater Treatment Project
- 7. Consider Approving the Professional Services Agreement with BHC Consultants for the Design of the WWTP Near Term Improvement Project

Motion to approve Consent Agenda items 1-7 moved by Councilmember Richards seconded by Councilmember Stevens.

AYES: ALL

Review Bids

Public Hearings

New Business

8. Consider Approving the Water Easement Relinquishment with WK Investments, LLC

Councilmember Stevens recused himself from discussion and action on this item since he has a professional relationship through his firm with the developer.

Motion to authorize the Mayor to sign and execute the Water Easement Relinquishment with WK Investments, LLC moved by Councilmember Muller seconded by Councilmember King.

VOTE: Motion carried 6 - 0

RECUSED: Councilmember Stevens

9. Consider Approving the Sewer Easement Relinquishment with WK Investments, LLC

Councilmember Stevens recused himself from discussion and action on this item since he has a professional relationship through his firm with the developer.

Motion to authorize the Mayor to sign and execute the Sewer Easement Relinquishment with WK Investments, LLC moved by Councilmember King seconded by Councilmember Muller.

VOTE: Motion carried 6 - 0

RECUSED: Councilmember Stevens

10. Consider Approving an Ordinance Consenting to the Change of Control of Astound Broadband LLC

City Attorney Walker explained that this item and item 11 related to consolidation in the cable and telecommunications industry.

Motion to approve Ordinance No. 3177 consenting to the Change of Control of Astound Broadband LLC moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

11. Consider Approving an Ordinance Consenting the Change of Control of WaveDivision I, LLC

Motion to approve Ordinance No. 3178 Consenting to the Change of Control of WaveDivision I, LLC moved by Councilmember Richards seconded by Councilmember Vaughan.

AYES: ALL

12. Consider Approving a Resolution to Increase Cedarcrest Golf Course Rates

Motion to adopt Resolution No. 2494 to increase Cedarcrest Golf Course Rates moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

15. Consider Approving an Ordinance Amending Chapter 6.27 MMC and Criminalizing the Possession of a Controlled Substance without a Prescription

Motion to approve Ordinance No. 3179 Amending Chapter 6.27 MMC and Criminalizing the Possession of a Controlled Substance without a Prescription moved by Councilmember Richards seconded by Councilmember James.

City Attorney Walker reviewed this statute related to possession of a controlled substance without a prescription. Police Chief Scairpon commented that the City has always led with compassion in this area with the embedded mental health professional program that helps to incentivize treatment as opposed to penalties. Even so, it is important to have tools in place to address dangerous drug use out in public or on the streets for individuals that refuse treatment.

Councilmember James further discussed background on the state law and his questions about the proposed item. He noted that he had had concerns about the terms "use of" and "possession of" and the recitals, but City Attorney Walker had assured him the verbiage provides context and also enhances the tools. Councilmember James also had asked what constitutes an emergency and what the reason was for needing this to become effective immediately. He explained it had to do with preventing a loss of momentum that the police and legal teams had built up in Marysville and their efforts to ultimately help people in crisis and addiction. He stressed the importance of Marysville's reputation of being both compassionate and tough on crime and stated he would be voting in support.

City Attorney Walker informed the Council that if the state legislature amends the state law so that it is constitutional he would recommend repealing this.

AYES: ALL

Legal

Mayor's Business

- He urged everyone to take a look at Chief Scairpon's interview with Brandi Kruse on yesterday's Divide Show.
- He updated Council on a call he was on with other mayors and Governor Inslee's staff to encourage Governor Inslee to consider moving forward with opening restaurants, gyms and other businesses with greater capacity. They also

encouraged the Governor to allow greater numbers for outdoor activities. They also asked that in any future phases Snohomish County would be able to stand on its own and not be coupled with King and Pierce counties.

Staff Business

Chief Scairpon:

- He gave an update on the new embedded mental health program which has been delayed due to a licensing issue with the Department of Health.
- There should be an announcement soon about the candidate for Assistant Police Chief.
- He gave an update on Assistant Chief Goldman's status.

Finance Director Langdon had no comments.

Interim Community Development Director Giffen noted that the public comment period is open through March 29 for the Draft Downtown Master Plan. Staff and the consultant team will be making a presentation to the Planning Commission tomorrow night.

City Engineer Laycock:

- Ground was broken last week for the Centennial Trail Connector.
- State Avenue north of 100th will be shut down in the northbound direction next week for sewer work.

Fire Chief McFalls thanked Chief Scairpon for the updates.

Parks & Recreation Director Mizell gave an update from last week's tryouts at Cedar Fields. Games will be starting next week.

Human Resources Manager Lester had no comments.

City Attorney Walker had no comments.

CAO Hirashima had no comments.

Call on Councilmembers and Committee Reports

Councilmember Vaughan reported on the recent Finance Committee meeting where they received a budget update. Things are tracking well. Sales tax total is up 12.1%. They received an update on the City Campus, utility billing, and the utility disconnection moratorium which has been extended to July 31.

Councilmember Stevens thanked staff for putting together Ordinance 3179. He believes this is important for the community.

Councilmember Muller reported on the March 5 Public Works Committee meeting. They are in the process of renewing existing water rights with the City of Everett for the water supply. There was also discussion about what will be done with solid waste recycle and land waste. They are exploring various options and hope to make a decision by May.

Councilmember Richards asked City Engineer Laycock about a timeline for State Avenue work up to 116th. City Engineer Laycock briefly reviewed the project and indicated he would put something together to share with Council. Councilmember Richards agreed that passing Ordinance No. 3179 was important for the City.

Councilmember James:

- He echoed comments in support of Ordinance 3179.
- He expressed thanks to Chief Scairpon for the update on Chief Goldman.
- He asked for more information about the delay in the new embedded mental health program. Chief Scairpon explained that one professional has been hired, but he cannot practice until he is licensed by the state to work for Compass Health in that capacity.
- Councilmember James said he enjoyed the Brandi Kruse interview with Chief Scairpon.

Councilmember King:

- He reported that the Center for Public Safety Excellence held a three-day seminar which the Fire Board participated in. There was good information on issues surrounding fire districts and regional fire authorities.
- Last Thursday was the monthly Sno-Isle Fire Commissioners meeting. There was a round table on how the fire districts have dealt with the COVID-19 vaccinations.
- The Centennial Trail is making good progress.
- He was pleased to hear the news about Cedar Fields.

Council President Norton:

- She reported on the February 25 Public Safety Committee meeting. There was a slight uptick in crime in certain areas of the city, but it is still down 15% compared to the four-year average. The jail is now fully staff. They started visitation and increasing the jail population. They are currently updating policies for the new jail which will be opening next year. The traffic unit has started. There was some discussion about the Ring Neighbors program which helps connect residents with the police department and with each other to share information about promote safer neighborhoods. Five patrol positions are open. They also received information about the embedded social worker program as well as the new mental health program.
- She thanked Council and staff for passing Ordinance 3179 in order to give police officers the tools they need to keep the city and streets safe.

Adjournment

Motion to adjourn the meeting moved by Councilmember James seconded by Councilmember King.

AYES: ALL

The meeting was adjourned at 8:20 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #2

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes
March 22, 2021**

Call to Order

Mayor Nehring called the March 22, 2021 City Council Meeting to order via Zoom at 7:00 p.m.

Invocation

Pastor Dan Hazen of Allen Creek Community Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, City Engineer Jeff Laycock, Police Chief Erik Scairpon, Assistant Public Works Director Kari Chennault, Deputy City Attorney Burton Eggertsen, Parks & Recreation Director Tara Mizell, Interim Community Development Director Allan Giffen, Fire Chief Martin McFalls, Human Resources Manager Teri Lester, Community Information Officer Connie Mennie, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Approval of the Agenda

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

AYES: ALL

Presentations

A. Waterfront Strategic Plan

CAO Hirashima made a presentation regarding the Waterfront Strategic Plan and solicited feedback on proposed catalyst projects. She stressed that the projects are not in priority order in the Plan.

- A: Downtown Master Plan Update - This is currently underway. The Plan was first adopted in 2004, was updated in 2009, and is undergoing a review right now with a scheduled completion of summer 2021.
- B: Civic Center - This is currently under construction with a scheduled completion of spring 2022.
- C: Cedar Avenue Low Impact Development – This project is underway with a grant that Public Works secured. Cedar Avenue from 1st Street to 4th Street will be rebuilt. Completion is scheduled for 2021.
- D: Second Street Low Impact Development - This project is underway with a grant that Public Works secured. It is scheduled to be completed in 2022 with a design similar to 3rd Street.
- E: Downtown Stormwater Treatment Facility - This is an important environmental project and will treat all of the downtown stormwater. Public Works secured a grant for this project to move this project forward. It is underway and scheduled to be completed in 2022.
- F: Opera House Programming - Since purchase of the building the City has had a good history with programming the facility. This project will help develop expanded offerings to target visitors both inside Marysville and outside of Marysville.
- G: Third Floor Opera House Use - Parks Department is currently working on this to make use of the third floor of the Opera House. The City is looking at potential uses as gallery space for local arts or workshop space.
- H: Delta Avenue Public Plaza - This is part of the Civic Center.
- I: Arts Policy and Public Art - Parks is working on an Arts Policy to look at integrating art into public buildings, parks, and the public realm. The Civic

Center itself will be the first effort on this with public art on the building and integrated in the facility itself.

- J: Gateways - This will focus on building attractive gateways into the downtown and waterfront districts. A new potential opportunity exists for a roundabout at SR 529 at the southern entrance. An agreement was recently signed with WSDOT to develop a gateway concept at that entryway. There is also discussion about improving the existing entryway at 4th Street from I-5 to State Avenue.
- K: The Ebey Waterfront Park Expansion - This looks at expansion of the park with additional docks, a new building, expanded lawn area, and other key features along the waterway. Currently Public Works is working on permitting for this site which is a long process with various agencies.
- L: Waterfront Restaurant - The City purchased a building at 1408 First Street with a plan to renovate it into a waterfront restaurant. This is unfunded.
- M: Attract Private Developer for East Side Waterfront (Interfor/PW Site) - Master plan and market the east side waterfront site for housing. Conduct planning to include a fit test and construction costing analysis of the site in order to market the site to developers. Funding would be a public-private partnership with city funds to be used for master plan fit test and costing.
- N: Reestablish Street Grid to Waterfront - This is something featured in past Downtown Plans and in the current update.
- O: Phase 4 of the Ebey Waterfront Trail - The City has a grant to purchase property needed to construct Phase 4 to connect the two segments of the trail.
- P: New Community Center - This would relocate the community center to a different site to allow for Comeford Park renovation.
- Q: Comeford Park Renovation - Redesign and renovation of Comeford Park.
- R: Family Outdoor Entertainment - Continue to expand offerings for family outdoor entertainment at both the waterfront and Comeford Park.
- S: Litter, Graffiti, and Beautification of Downtown Waterfront - Cleanup and low-cost beautification of the waterfront area and downtown neighborhood.
- T: Marketing/Branding Campaign - Continue to find opportunities to rebrand City identity theming around the natural environment and the waterfront.

- U: Signage and Wayfinding Plan and Installation - New signage and wayfinding will be introduced as part of the Civic Center project.
- V: Placemaking - Identify opportunity sites including vacant land, both public and private, that can be utilized either temporarily or permanently for placemaking improvements. This could involve creating amenities with landscaping, sitting areas, artwork or other additions that would provide street interest or a unique sense of place.
- W: Hawk Signal Fourth (SR528) & Delta - This would be similar to the one in place near Asbery Field for pedestrian crossing.
- X: Marysville Downtown Waterfront Partners - Create a task force of City elected officials, staff, downtown business and property owners, residents and other interests to champion the downtown waterfront initiatives. This could be an opportunity to engage people to support these initiatives.
- Y: Downtown Crime Reduction - Continue to monitor crime statistics within the Downtown SODA, address nuisance crime issues, and communicate regularly with business owners.
- Z: State Avenue Beautification Project - Reconstruct State Avenue to incorporate landscape islands and bulb-outs to improve the aesthetic along the corridor. This is currently unfunded.
- AA: Quiet Zone Phase 1 - This would implement a quiet zone from 1st 88th and would remove the train horn from each public railroad crossing. This is currently underway.
- BB: 8th Street Improvements - This is currently underway and will continue through 2022 with funding through the Transportation Benefit District. The project will include signal improvements at State Avenue, curb extensions and a four-way stop at Cedar Avenue, minor sidewalk improvements and roadway resurfacing.
- CC: Sidewalk Infill - This will fill in gaps in the sidewalk to improve the pedestrian environment downtown. This is currently unfunded.
- DD: Roadway Resurfacing - This will resurface and restore aging streets to bring new life, improve ride, and enhance safety.
- EE: Emissions Site - Identify long-term plan for emissions site.

Discussion:

Councilmember Muller asked about the retrofit and rebranding of the water tower. CAO Hirashima explained it could be added to the list. They are moving forward with the maintenance of the water tower this summer.

Councilmember King asked if they have been in discussions with the Town Center Mall about improvements there. Mayor Nehring replied that they have had many discussions in the past, but not in the last year. CAO Hirashima added that the owner of the Town Center Mall is not an active developer and not interested in doing future improvements.

Council President Norton asked for more information about plans for the third floor of the Opera House. Parks Director Mizell explained they are painting the walls white for displaying arts. They are thinking of having a gallery-type operation along the outside rooms and using the internal area for some sort of artist-in-residency program. They are also looking at installing track lighting.

Councilmember James asked if there has been any advertising to see who might be interested in the third floor of the Opera House or the waterfront restaurant. He also asked about the City's involvement in any construction of the restaurant. CAO Hirashima replied that some local restaurants have looked at the waterfront building, but the cost of tenant improvements is very high. The City has not actively marketed the site because they are waiting for the Waterfront Park to advance further. Staff is hopeful that once COVID regulations are relaxed there will be more interest. Staff is interested in feedback from the Council about how involved the City should be in tenant improvements. Councilmember James suggested waiting until there is a serious interest from someone before doing any improvements. CAO Hirashima thought it would be important to know in advance of marketing the site if and how much the City is willing to help potential tenants. Councilmember James agreed.

Councilmember Vaughan commented he has heard that there is no investment happening in the restaurant industry now or in the near future. He added that it would be important to have more traffic there in order to be viable. He thought there would be a time in the future that it would be an ideal site for someone to invest in, but it is certainly not in the next couple of years. He also spoke to Council's expectation that there would be some cost recovery at the Opera House with the third floor space. He suggested possibly using the space as a gallery but still allowing the space to be used for events. Even though he is a supporter of the arts, he expressed concern about the government's role in public art.

Councilmember James recommending prioritizing projects Z (State Avenue Beautification) and AA (Quiet Zone). CAO Hirashima commented that State Avenue Beautification is not currently funded, but knowing Council's priorities will help staff know how to try to move projects forward.

Audience Participation

There were no comments.

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

1. Approval of the March 1, 2021 City Council Work Session Minutes

Motion to approve the March 1, 2021 City Council Work Session Minutes moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Consent

2. Approval of the March 3, 2021 Claims in the Amount of \$1,606,034.87 Paid by EFT Transactions and Check Numbers 146784 through 146928
3. Approval of the March 10, 2021 Claims in the Amount of \$603,796.48 Paid by EFT Transactions and Check Numbers 146929 through 147067 with Check Number 145705 Voided
4. Approval of the March 10, 2021 Payroll in the Amount of \$1,487,986.04 Paid by EFT Transactions and Check Numbers 33385 through 33400

Motion to approve Consent Agenda items 2, 3, and 4 moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

Review Bids

5. Consider Awarding the Citywide Intersection Improvements, State Avenue – 3rd St. to 80th St. Project to Colacurcio Brothers Construction Company in the Amount of \$1,073,115.00 and Approve a \$100,000.00 Management Reserve, for a Total Allocation of \$1,173,115.00

City Engineer Laycock reviewed this item. There was a bid opening for this item with four bids. The low bidder was Colacurcio Brothers who came in under the engineers estimate.

Councilmember King asked about right-of-way. City Engineer Laycock replied they have secured all the right-of-way they need for the project.

Motion to approve the bid for the Citywide Intersection Improvements, State Avenue – 3rd St. to 80th St. Project to Colacurcio Brothers Construction Company in the Amount of \$1,073,115.00 and approve a \$100,000.00 Management Reserve, for a Total Allocation of \$1,173,115.00 moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Public Hearings

New Business

6. Consider Approving the Interlocal Agreement with Marysville School District 25 for School Resource Officer Services

Chief Scairpon reviewed this item related to the return to school for two School Resource Officers. They will be funded by the school district at the 75% rate.

Councilmember James asked about data showing the success of School Resource Officer programs in general. Chief Scairpon replied that the primary purpose of the School Resource Officer program is rapport building, and they have definitely seen the results of this.

Councilmember Richards asked legal counsel if he should abstain from the vote since he works for the school district. Deputy City Attorney Eggertsen indicated that would be a good idea.

Motion to authorize the Mayor to sign the Interlocal Agreement with Marysville School District 25 for School Resource Officer Services moved by Councilmember James seconded by Councilmember Stevens.

VOTE: Motion carried 6 - 0

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

ABSTAIN: Councilmember Richards

7. Consider Approving the Agreement with Snohomish County Human Services for the First Responder Flex Funds, Ending Homelessness Program

Chief Scairpon reviewed this item related to pass-through funds for Snohomish County. The flex fund provides county funds to assist people suffering from homelessness and opioid abuse in the community in ways such as providing clothing, food, shelter, or other care that is needed to get the person back on track.

Motion to approve the Agreement with Snohomish County Human Services for the First Responder Flex Funds, Ending Homelessness Program moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

8. Consider Approving the Agreement with Snohomish County Human Services for the Senior Center Program

Director Mizell explained this is a recurring grant with Snohomish County to focus on senior programming at the community center.

Motion to authorize the Mayor to sign the Agreement with Snohomish County Human Services for the Senior Center Program moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

9. Consider Approving the HVAC Maintenance and Repair Services Supplemental Agreement No. 3 with D.K. Systems for a New Total Contract Price of \$182,000.00

Assistant Director Chennault explained this is a request for a second one-year extension for the HVAC services contract with D.K. Systems for \$17,000.

Motion to authorize the Mayor to sign and execute the HVAC Maintenance and Repair Services Supplemental Agreement No. 3 with D.K. Systems for a New Total Contract Price of \$182,000.00 moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

10. Consider Approving the Administrative Service Contract with Premera Blue Cross

Human Resources Manager Lester reviewed this renewal of Administrative Services Contract with Premera Blue Cross who is providing third-party administrator services for the City's self-insured medical plan.

Councilmember Muller asked how claims rates in 2020 compared since people were working from home. Human Resources Manager Lester explained that last year was the first year for this contract, but she thought that people may not have been going to the doctor as much as usual.

Motion to authorize the Mayor to sign and execute the Administrative Service Contract with Premera Blue Cross moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Legal

Mayor's Business

- He testified last Monday evening in the Senate for House Bill 1386, the tax measure. It passed out of Ways and Means on Thursday.
- He and Councilmember King attended a ribbon cutting at Jay's Flooring last Friday. There is another one scheduled for tomorrow at Crumbl Cookies.

Staff Business

Community Information Officer Mennie had no comments.

Chief Scairpon had the following comments:

- He explained there have been a lot of media inquiries in regards to the drug ordinance that the Council passed earlier this month. They have also been addressing some hate incidents that have occurred in the high schools over past several months. There is a community forum on Wednesday from 6-8 regarding racism which will be hosted by the school district. There also was a community forum last week hosted by the greater community which he and the Mayor both attended.
- He acknowledged that the 4th Street overpass by I-5 is a complete mess right now. Officers have been doing enforcement and made several arrests last week. The City is working closely with the State Patrol who started a team similar to the NITE team to address these types of issues. They will also be bringing in the DOT to fix the chain link fence, do cleanup, and get signage in place.

Director Giffen had no comments.

Chief McFalls had no comments.

Director Mizell noted she sent the Council information about the first game at Cedar Fields on April 1.

City Engineer Laycock had no comments.

Assistant Director Chennault had no comments.

Director Langdon had no comments.

Human Resources Manager Lester had no comments.

Deputy City Attorney Eggertsen stated the need for an Executive Session to go over three items: the potential purchase of property, the potential sale of property, and potential litigation expected to last 15 minutes with no action expected.

CAO Hirashima announced the hire of new Community Development Director Haylie Miller who will be starting on March 29. She thanked Interim Director Giffen for the great work he has done over the past several months in the Community Development Department. She expressed appreciation to him for agreeing to stay on for some project work going forward.

Call on Councilmembers and Committee Reports

Councilmember King:

- He thanked Interim Director Giffen for his service and for staying on board. It was nice to be at last Friday's ribbon cutting at Jay's Flooring. Jessica Sickles was there on behalf of the Chamber and announced she will be taking a job with Anacortes' Chamber of Commerce.

- He asked City Engineer Laycock what plans are for pedestrian crossing at the Grove Street crossing over the tracks. City Engineer Laycock replied it would be closed to pedestrians and bikes at grade, and there will be a pathway via the overcrossing.

Councilmember Vaughan had no comments.

Councilmember Richards:

- He thanked Interim Director Giffen for his service. He thanked Chief Scairpon for providing information he had requested.
- He suggested looking into upgrading Council's electronics if they are planning on continuing with Zoom meetings.
- He reported on the Parks Board Meeting where they had a presentation from a Sunnyside student regarding a pump track. He wondered if it would be possible to put one along the side of one of their new trails. Steve Smith from Sunnyside Nursery wanted approval to put a bench in which was granted.

Councilmember James:

- He asked Chief Scairpon about information about Wednesday's community forum. Chief Scairpon indicated he would get that information to Council.
- He thanked Interim Director Giffen for his service.
- He gave an update on the food bank and reported that the backpack numbers are on the rise. They also got a donation of about \$3,000 from a fundraiser conducted by Dutch Brothers. Hams will be available next week for Easter.

Councilmember Stevens thanked Interim Director Giffen for his great work and for sticking around.

Councilmember Muller:

- He commented he would not be able to attend the game on April 1, but he is looking forward to Cedar Burgers.
- He thanked Interim Director Giffen for his help and for sticking around to help with projects.
- He commented on a place on Sunnyside where they are putting Conex containers in their front yard and another location behind the 76 station where garbage is being piled.

Council President Norton:

- She also thanked Interim Director Giffen for his service.
- She thanked Chief Scairpon for the update on 4th Street, especially in light of the downtown plans and gateway work.
- She asked about the feasibility of the Council returning to in-person meetings. Mayor Nehring indicated staff has discussed it internally, but no cities are currently planning on returning to in-person meetings. If they go over the 50% capacity of the meeting room the meeting has to be cancelled and restarted on another date or later that evening after the room is cleared unless they provide

an overflow room somewhere. Finance Director Langdon added that with social distancing requirements they would only be able to have 5-7 members of the public. Councilmember Richards asked about holding the meetings in the Opera House since it is a larger space. Information Services Manager Worth Norton replied that they are in the process of putting fiber into the Opera House, but right now there is not a network connection there. Councilmember James suggested utilizing one of the school district buildings for overflow. Finance Director Langdon thought that the overflow needed to be close enough that they could physically come in before the Council. Council President Norton acknowledged there are challenges, but voiced her support to move forward with in-person meetings when it is possible.

Adjournment/Recess

Council recessed for five minutes at 8:25 p.m. before reconvening in Executive Session to discuss three items: the potential purchase of property, the potential sale of property, and potential litigation expected to last 15 minutes with no action expected.

Executive Session

Executive Session began at 8:30 p.m. and was extended 15 minutes. No action taken.

- A. Litigation – one item; RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate – two items; RCW 42.30.110(1)(b) and RCW 42.30.110(1)(c)

Reconvene

Council reconvened at 9:00 p.m.

Adjournment

Motion to adjourn moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

The meeting was adjourned at 9:02 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 17, 2021 claims in the amount of \$2,665,745.55 paid by EFT transactions and Check No.'s 147068 through 147238.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS

FOR

PERIOD-03

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 **\$2,665,745.55 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 147068 THROUGH 147238**, 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 **12th DAY OF APRIL 2021**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/17/2021 TO 3/17/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147068	PREMERA BLUE CROSS	CLAIMS PAID 3/1-3/6/21	MEDICAL CLAIMS	74,729.00
147069	PREMERA BLUE CROSS	CLAIMS PAID 3/7-3/13/21	MEDICAL CLAIMS	73,653.99
147070	LYDIG CONSTRUCTION	CIVIC CENTER PAYMENT 14	CAPITAL EXPENDITURES	1,945,453.72
147071	AC ELECTRIC SERVICE	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	525.00
147072	ALFARO, TRINIDAD	UTILITY TAX REBATE	NON-DEPARTMENTAL	9.15
147073	ALL BATTERY SALES &	HEADLAMP FLEET INVENTORY	ER&R	71.39
147074	AMAZON CAPITAL	POWER CORD	POLICE PATROL	15.30
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	24.69
	AMAZON CAPITAL		POLICE INVESTIGATION	37.71
	AMAZON CAPITAL	PARKER'S COMPUTER HEADSET	FINANCE-GENL	38.24
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	40.30
	AMAZON CAPITAL		PRO ACT TEAM	43.69
	AMAZON CAPITAL		POLICE INVESTIGATION	44.64
	AMAZON CAPITAL	RECEPTACLE TESTER	COMMUNITY DEVELOPMENT-	46.68
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	60.10
	AMAZON CAPITAL		POLICE INVESTIGATION	71.01
	AMAZON CAPITAL	RESTROOM SIGN	PARK & RECREATION FAC	87.24
	AMAZON CAPITAL	MATS FOR OPERA HOUSE	OPERA HOUSE	87.40
	AMAZON CAPITAL	THUMB DRIVES/ADAPTERS	COMPUTER SERVICES	93.61
	AMAZON CAPITAL	SUPPLIES	K9 PROGRAM	126.54
	AMAZON CAPITAL	INMATE FOOD	DETENTION & CORRECTION	164.82
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	166.65
	AMAZON CAPITAL		POLICE INVESTIGATION	209.80
	AMAZON CAPITAL		OFFICE OPERATIONS	371.60
	AMAZON CAPITAL	WILTON MECHANICS PRO VISE	EQUIPMENT RENTAL	853.15
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	2,983.24
147075	ANDERSON, KRISTEN	PROTEM SERVICES 3/1, 3/2, 3/3	MUNICIPAL COURTS	925.00
147076	APKER, MICHAEL	ESCROW 6823 6825 ARMAR RD 98270 I	GARBAGE	9.72
147077	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.56
147078	ARLINGTON HARDWARE	UNIFORM REPLACEMENT NEWMAN	GENERAL SERVICES - OVERF	302.44
147079	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	49.45
147080	ASILOKUN, OLAMIDE	UB REFUND	WATER/SEWER OPERATION	80.25
147081	ATIMS	MAINTENANCE RENEWAL	DETENTION & CORRECTION	4,867.00
147082	BENNETT, LYNDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.52
147083	BICKFORD FORD	2021 FORD POLICE #P205	EQUIPMENT RENTAL	50,436.40
147084	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 3/1-3/8	UTILITY BILLING	1,807.14
	BILLING DOCUMENT SPE	TRANSACTION FEE - FEBRUARY	UTILITY BILLING	2,413.37
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 2/16-2/26	UTILITY BILLING	4,375.17
147085	BOWZER, DOYLE	UTILITY TAX REBATE	NON-DEPARTMENTAL	8.44
	BOWZER, DOYLE		UTIL ADMIN	43.29
	BOWZER, DOYLE		UTIL ADMIN	205.27
147086	BRYANT, ANTONIA		NON-DEPARTMENTAL	60.89
147087	BUTCHER, NANCY		NON-DEPARTMENTAL	40.71
147088	CARNLEY, DONNA		UTIL ADMIN	43.29
	CARNLEY, DONNA		UTIL ADMIN	161.39
147089	CASCADE COLUMBIA	PAX-LX8 BULK	WASTE WATER TREATMENT F	13,083.72
	CASCADE COLUMBIA	PAX-CL8 BULK	WASTE WATER TREATMENT F	13,296.44
	CASCADE COLUMBIA	PAX-VL8 BULK	WASTE WATER TREATMENT F	13,566.65
147090	CASCADE SEPTIC, LLC	EDWARD SPRINGS PUMPING	SOURCE OF SUPPLY	327.00
147091	CHARLESWORTH, REGGIE	UB REFUND	WATER/SEWER OPERATION	154.28
147092	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
147093	COB INDUSTRIES	JACKETS, HOSES, ADAPTORS	WATER/SEWER OPERATION	-80.61
	COB INDUSTRIES		WATER SERVICES	947.36
147094	COMPULINK MANAGEMENT	LASERFICHE MAINTENANCE	COMPUTER SERVICES	44,222.78
147095	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
147096	CONSTANT CONTACT	6 MONTH SUBSCRIPTION	EXECUTIVE ADMIN	1,023.06
147097	COOP SUPPLY	YELLOW ROPE/PLASTIC BUCKETS	WASTE WATER TREATMENT F	47.59

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147098	COOPER, JENNYE	UB REFUND	WATER/SEWER OPERATION	5.01
147099	CORE & MAIN LP	PROCODER METER	WATER SERVICE INSTALL	11,483.93
147100	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,680.02
147101	CRYSTAL SPRINGS	WATER COOLER RENTAL	COMMUNITY DEVELOPMENT-	28.87
147102	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	25.00
147103	DELL	MONITOR BACKFILL	TRANSPORTATION MANAGEM	526.36
	DELL	SERVER WARRANTY EXTENSION	ENGR-GENL	668.77
	DELL	LATITUDE 5424	PERSONNEL ADMINISTRATIO	780.00
	DELL		IS REPLACEMENT ACCOUNTS	1,944.66
	DELL	SERVER WARRANTY EXTENSION	IS REPLACEMENT ACCOUNTS	8,485.16
147104	DICKS TOWING	TOWING	POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	103.29
147105	DIERCK, NORMA JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	119.60
147106	DK SYSTEMS, INC.	LABOR FOR HEATER PW	MAINT OF GENL PLANT	106.57
147107	DMH INDUSTRIAL	ELECTRIC MOTOR REBUILD PUMP #1	WASTE WATER TREATMENT F	12,517.20
147108	DOYLE, CHRISTINE	UTILITY TAX REBATE	UTIL ADMIN	43.29
	DOYLE, CHRISTINE		NON-DEPARTMENTAL	63.33
	DOYLE, CHRISTINE		UTIL ADMIN	161.39
147109	E&E LUMBER	PAINT CEDAR FIELD STAIRS	PARK & RECREATION FAC	26.76
	E&E LUMBER	SCRAPERS	ROADWAY MAINTENANCE	28.72
	E&E LUMBER	WEDGES, FASTENERS, DRILL BITS	WASTE WATER TREATMENT F	45.63
	E&E LUMBER	SEALANT, GLUE, POLE, HOSE	ER&R	93.06
	E&E LUMBER	WAND, TAPE, PAINT, WEEDER	PARK & RECREATION FAC	119.14
147110	EIJKELKAMP NORTH AME	SENSOR	WATER/SEWER OPERATION	-38.90
	EIJKELKAMP NORTH AME	COVER FOR PH ELECTRODE	WATER/SEWER OPERATION	-4.93
	EIJKELKAMP NORTH AME		STORM DRAINAGE	57.94
	EIJKELKAMP NORTH AME	SENSOR	STORM DRAINAGE	457.19
147111	ELITE K-9, INC.	DOG SUPPLIES	GENERAL FUND	-67.15
	ELITE K-9, INC.		K9 PROGRAM	789.15
147112	ENVIRONMENTAL RES	OXYGEN STUDY WWTP	WASTE WATER TREATMENT F	144.36
	ENVIRONMENTAL RES	TESTING WWTP LAB	WASTE WATER TREATMENT F	499.02
147113	EVERETT STAMP WORKS	STAMPS	MUNICIPAL COURTS	30.49
147114	EVERETT, CITY OF	VET SERVICES PD20-3524	COMMUNITY SERVICES UNIT	33.00
147115	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-14.25
	EVIDENT, INC.		POLICE PATROL	167.50
147116	EWING IRRIGATION	TURF FERTILIZER	PARK & RECREATION FAC	1,636.90
147117	FBI/LEEDA	TRAINING-LAMOUREUX	POLICE TRAINING-FIREARMS	695.00
147118	FENTON, KATHRYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	112.67
147119	FENTON, REX		NON-DEPARTMENTAL	58.28
147120	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	108.71
	FERRELLGAS		TRAFFIC CONTROL DEVICES	108.71
147121	FIRESTONE	TIRES	EQUIPMENT RENTAL	499.31
147122	FORSLOF, WALLACE	WALLACE FORSLOF PER DIEM	POLICE PATROL	302.50
147123	FOUCHE, ZANETTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	3.05
147124	GALLS, LLC	HAT COVER, SCAIRPON	POLICE ADMINISTRATION	13.11
	GALLS, LLC	NEW HIRE UNIFORMS	POLICE PATROL	18.74
	GALLS, LLC		POLICE PATROL	18.74
	GALLS, LLC	UNIFORM SHIRTS	SWAT TEAM	61.14
	GALLS, LLC	PANTS, BURNETTE	OFFICE OPERATIONS	86.86
	GALLS, LLC	UNIFORM, ALBANESE	POLICE PATROL	279.71
	GALLS, LLC	UNIFORM, GIBBS	DETENTION & CORRECTION	563.64
147125	GEDDES, BRENDA	POSTAGE	ENGR-GENL	34.80
147126	GENUINE AUTO GLASS	#V035 WINDOW REPAIR	EQUIPMENT RENTAL	327.90
	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT #P191	EQUIPMENT RENTAL	327.90
147127	GOVCONNECTION INC	SYMANTEC RENEWAL/LICENSES	WATER RESERVOIRS	4.89

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147127	GOVCONNECTION INC	SYMANTEC RENEWAL/LICENSES	WASTE WATER TREATMENT F	4.89
	GOVCONNECTION INC		WASTE WATER TREATMENT F	4.90
	GOVCONNECTION INC		WATER DIST MAINS	4.90
	GOVCONNECTION INC		POLICE ADMINISTRATION	9.79
	GOVCONNECTION INC		GENERAL SERVICES - OVERF	9.79
	GOVCONNECTION INC		TRANSPORTATION MANAGEM	9.79
	GOVCONNECTION INC		CUSTODIAL SERVICES	9.79
	GOVCONNECTION INC		STORM DRAINAGE	9.79
	GOVCONNECTION INC		LEGAL - PROSECUTION	9.79
	GOVCONNECTION INC		POLICE PATROL	9.79
	GOVCONNECTION INC		POLICE PATROL	9.79
	GOVCONNECTION INC		PROBATION	9.79
	GOVCONNECTION INC		WATER DIST MAINS	9.79
	GOVCONNECTION INC		MUNICIPAL COURTS	29.37
	GOVCONNECTION INC		POLICE INVESTIGATION	48.95
	GOVCONNECTION INC		POLICE PATROL	58.76
	GOVCONNECTION INC		COMPUTER SERVICES	5,327.61
147128	GRAINGER	CABLE TIES	ER&R	32.75
	GRAINGER	SEALANT TAPE, GLASSES	ER&R	1,143.32
147129	GRAY AND OSBORNE	PROFESSIONAL SERVICE 1/31-2/27/21	SURFACE WATER CAPITAL PF	7,941.10
147130	GUSTAFSON & ASSOC	APPRAISAL REPORT COURT	NON-DEPARTMENTAL	2,300.00
147131	HAGA, PAULA	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.15
147132	HALLENIUS, THOMAS	UB REFUND	WATER/SEWER OPERATION	200.00
147133	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
147134	HEWLETT PACKARD	PRINTER CHARGES	PARK & RECREATION FAC	2.52
	HEWLETT PACKARD		SEWER MAIN COLLECTION	5.57
	HEWLETT PACKARD		STORM DRAINAGE	5.57
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	6.24
	HEWLETT PACKARD		UTIL ADMIN	8.78
	HEWLETT PACKARD		WATER QUAL TREATMENT	11.29
	HEWLETT PACKARD		WASTE WATER TREATMENT F	44.99
	HEWLETT PACKARD		CITY CLERK	58.40
	HEWLETT PACKARD		FINANCE-GENL	58.40
	HEWLETT PACKARD		MUNICIPAL COURTS	95.44
	HEWLETT PACKARD		UTILITY BILLING	97.10
	HEWLETT PACKARD		COMPUTER SERVICES	272.45
147135	HEWLETT PACKARD	TONER AND MAINTENANCE	PERSONNEL ADMINISTRATIO	1.44
	HEWLETT PACKARD		SEWER MAIN COLLECTION	3.41
	HEWLETT PACKARD		STORM DRAINAGE	3.41
	HEWLETT PACKARD		UTIL ADMIN	9.32
	HEWLETT PACKARD		WATER QUAL TREATMENT	11.90
	HEWLETT PACKARD		PARK & RECREATION FAC	12.67
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	15.22
	HEWLETT PACKARD		WASTE WATER TREATMENT F	45.22
	HEWLETT PACKARD		CITY CLERK	54.42
	HEWLETT PACKARD		FINANCE-GENL	54.42
	HEWLETT PACKARD		UTILITY BILLING	99.49
	HEWLETT PACKARD		MUNICIPAL COURTS	105.17
	HEWLETT PACKARD		COMPUTER SERVICES	280.71
147136	HOME DEPOT USA	PANELS FOR LAKE GOODWIN WELL	PUMPING PLANT	33.72
	HOME DEPOT USA	COVERALLS INVENTORY	ER&R	90.17
	HOME DEPOT USA		ER&R	100.21
	HOME DEPOT USA	WIRE BRUSH, WYPALL WIPES	ER&R	269.57
147137	HYLARIDES, LETTIE	TRANSLATION SERVICE	COURTS	50.00
	HYLARIDES, LETTIE	INTERPRETER SERVICE SPANISH	COURTS	104.09
	HYLARIDES, LETTIE		COURTS	112.50
147138	INDUSTRIAL CONTROLS	GASKET, PAINT	SEWER LIFT STATION	132.36
147139	IQBAL LALLI	UB REFUND	WATER/SEWER OPERATION	16.93

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147140	IRON MOUNTAIN	ROCK	WASTE WATER TREATMENT F	658.85
147141	JOHNSON, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	21.32
147142	JOHNSON, GARY		NON-DEPARTMENTAL	3.92
147143	JOHNSON, MCKENZIE	OUTDOOR SPEAKER	OPERA HOUSE	100.00
147144	JULZ ANIMAL HOUZ	SUPPLIES	K9 PROGRAM	18.85
147145	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	863.00
147146	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
147147	KENDALL PROPERTIES	REFUND BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	65.00
147148	KPG, INC PS	PROFESSIONAL SERVICE TO 2/25/21	GMA - STREET	3,196.23
147149	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE RUSSIAN	COURTS	100.00
147150	LANDSCAPE STRUCTURES	PLAYGROUND AT CEDARFIELD	PARK & RECREATION FAC	45,605.08
147151	LARSON, BRUCE M	UB REFUND	WATER/SEWER OPERATION	60.34
147152	LASTING IMPRESSIONS	BACK DROP	POLICE ADMINISTRATION	690.42
147153	LAW ENFORCEMENT TARG	TARGETS	POLICE TRAINING-FIREARMS	1,563.00
147154	LAWSHE, ERIC	UB REFUND	WATER/SEWER OPERATION	51.64
147155	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE TO 2/28/21	GMA-PARKS	2,494.10
147156	MARKS GUTTERS INC	REPAIR OF GUTTERS	PUMPING PLANT	355.23
147157	MARYSVILLE, CITY OF	6802 84TH ST NE	GOLF ADMINISTRATION	216.68
147158	MCDONALD, KEVIN D	HEARING EXAMINER FEBRUARY 2021	COMMUNITY DEVELOPMENT-	1,400.00
147159	MINZGHOR, NICK	UB REFUND	WATER/SEWER OPERATION	28.69
147160	MIRANDA, TONYA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATIOI	46.89
147161	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY DEVELOPMENT-	7.85
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.85
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	7.85
	MOBILEGUARD, INC.		RECREATION SERVICES	7.85
	MOBILEGUARD, INC.		LEGAL-GENL	7.85
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATIOI	7.85
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER EX	7.85
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.85
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.70
	MOBILEGUARD, INC.		COMPUTER SERVICES	21.99
	MOBILEGUARD, INC.		YOUTH SERVICES	23.55
	MOBILEGUARD, INC.		OFFICE OPERATIONS	23.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	23.55
	MOBILEGUARD, INC.		PARK & RECREATION FAC	23.55
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	23.55
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERH	31.40
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	31.40
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	39.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	47.10
	MOBILEGUARD, INC.		STORM DRAINAGE	47.10
	MOBILEGUARD, INC.		DETENTION & CORRECTION	54.95
	MOBILEGUARD, INC.		POLICE INVESTIGATION	62.80
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	70.65
	MOBILEGUARD, INC.		ENGR-GENL	78.50
	MOBILEGUARD, INC.		UTIL ADMIN	94.20
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	133.45
	MOBILEGUARD, INC.		POLICE PATROL	408.20
147162	MONNOT, GREG	UTILITY TAX REBATE	UTIL ADMIN	205.27
147163	MOORE, DENISE MARIE	REFUND BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	65.00
147164	MOUNTAIN MIST	COOLER RENTAL KBCC	COMMUNITY CENTER	1.09
147165	NAGLE, HATTIE MAY	UTILITY TAX REBATE	UTIL ADMIN	43.29
	NAGLE, HATTIE MAY		NON-DEPARTMENTAL	47.30
	NAGLE, HATTIE MAY		UTIL ADMIN	205.27
147166	NAPA AUTO PARTS	HEADLIGHT DIMMER SWITCH #236	EQUIPMENT RENTAL	11.38
	NAPA AUTO PARTS	AIRSAW BLADES	SMALL ENGINE SHOP	317.52
	NAPA AUTO PARTS	FILTERS	ER&R	528.41
147167	NATIONAL OUTDOOR	TRASH RECEPTACLE	GENERAL FUND	-797.84

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/17/2021 TO 3/17/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147167	NATIONAL OUTDOOR	TRASH RECEPTACLE	PARK & RECREATION FAC	9,376.79
147168	NCSI	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	111.00
	NCSI		PERSONNEL ADMINISTRATIO	129.50
147169	NELSON PETROLEUM	ENGINE OIL	ER&R	1,339.44
147170	NEWPORT, KATRINA	ICC CERTIFICATION RENEWAL	COMMUNITY DEVELOPMENT-	90.00
147171	NIELD, JOHN	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATIO	99.85
147172	NORTH COAST ELECTRIC	POWERFLEX 525	SOURCE OF SUPPLY	2,275.23
147173	NORTHWESTERN AUTO	#J015 VEHICLE REPAIR	EQUIPMENT RENTAL	4,005.18
147174	OFFICE DEPOT	SUPPLIES	UTILITY BILLING	8.50
	OFFICE DEPOT		POLICE PATROL	65.95
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	80.55
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	105.38
	OFFICE DEPOT		POLICE ADMINISTRATION	133.54
	OFFICE DEPOT		SOLID WASTE OPERATIONS	152.98
	OFFICE DEPOT		OFFICE OPERATIONS	239.27
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	241.60
147175	OREILLY AUTO PARTS	EXCHANGE FOR FILTER KIT	EQUIPMENT RENTAL	-3.05
	OREILLY AUTO PARTS	TRANSMISSION FILTER #P180	EQUIPMENT RENTAL	29.47
147176	OTAK	PROFESSIONAL SERVICE 1/30-2/26/21	GMA - STREET	8,203.62
147177	PALAMERICAN SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
147178	PAPE MACHINERY	MOTOR OIL #H003	EQUIPMENT RENTAL	73.13
147179	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	142.80
	PEACE OF MIND		COMMUNITY DEVELOPMENT-	173.40
147180	PENWAY LTD	LAND USE SIGNS	COMMUNITY DEVELOPMENT-	1,043.82
147181	PERRAULT, JESSE	EMPLOYEE APPRECIATION DAY	PERSONNEL ADMINISTRATIO	300.85
147182	PETEK & ASSOCIATES	PRE-EMPLOYMENT EVALUATION	POLICE ADMINISTRATION	300.00
147183	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	10.25
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	43.71
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	94.39
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	189.11
	PETROCARD SYSTEMS		PARK & RECREATION FAC	633.84
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	2,154.60
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,723.47
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,779.00
	PETROCARD SYSTEMS		POLICE PATROL	7,076.28
147184	PETTY CASH- PW	D.O.L POLICE VEHICLE #P205/P207	EQUIPMENT RENTAL	123.50
147185	PETTY CASH-COMM DEV	PETTY CASH FEBRUARY 2021	COMMUNITY DEVELOPMENT-	11.40
147186	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE	PRO-SHOP	7,486.70
	PGC INTERBAY LLC		MAINTENANCE	9,812.03
147187	PILCHUCK RENTALS	POLE PURNER	WASTE WATER TREATMENT F	585.84
	PILCHUCK RENTALS	RENTAL SOD CUTTER	PARK & RECREATION FAC	587.24
147188	POSTAL SERVICE	POSTAGE REIMBURSEMENT PW/CD	UTIL ADMIN	62.57
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	604.96
147189	PREMIER FENCE INC	CHAINLINK FENCE REGAN ROAD STAT	SEWER LIFT STATION	789.80
147190	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	853.50
147191	PROVIDENT ELECTRIC	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	65.00
147192	PUBLIC SAFETY TESTIN	POLICE/CORRECTION ADD-ON	POLICE PATROL	160.00
147193	PUD	ACCT #202177861	PUMPING PLANT	24.29
	PUD	ACCT #222871949	PARK & RECREATION FAC	26.91
	PUD	ACCT #221303498	STREET LIGHTING	27.42
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	51.96
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	66.98
	PUD	ACCT #202368197	PUMPING PLANT	166.22
	PUD	ACCT #222592917	PARK & RECREATION FAC	173.10
	PUD	FEES 9623 55TH AVE NE	PARK & RECREATION FAC	199.57
	PUD	ACCT #200812808	PUMPING PLANT	265.95
	PUD	ACCT #200164598	SOURCE OF SUPPLY	417.68

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/17/2021 TO 3/17/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147193	PUD	ACCT #202461554	SEWER LIFT STATION	790.78
	PUD	ACCT #201098969	PUMPING PLANT	1,538.19
147194	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	55.53
147195	PUGET SOUND SECURITY	DUPLICATE KEYS	PARK & RECREATION FAC	46.34
147196	RAILROAD MANAGEMENT	LICENSE FEES #303211	UTIL ADMIN	284.85
	RAILROAD MANAGEMENT	LICENSE FEES #303212	UTIL ADMIN	284.85
	RAILROAD MANAGEMENT	LICENSE FEES #303213	UTIL ADMIN	284.85
	RAILROAD MANAGEMENT	LICENSE FEES #303214	UTIL ADMIN	284.85
	RAILROAD MANAGEMENT	LICENSE FEES #303215	UTIL ADMIN	284.85
	RAILROAD MANAGEMENT	LICENSE FEES #303216	UTIL ADMIN	284.85
	RAILROAD MANAGEMENT	LICENSE FEES #303877	UTIL ADMIN	671.95
147197	REACT SOLUTIONS	FIRST AID TRAINING	POLICE TRAINING-FIREARMS	1,250.00
	REACT SOLUTIONS		EXECUTIVE ADMIN	2,025.00
147198	REECE TRUCKING	RELEASE RETAINAGE	GMA-STREET	31,736.85
147199	ROY ROBINSON	WIPER BLADES	ER&R	14.97
	ROY ROBINSON	RADIATOR HOSES #P153	EQUIPMENT RENTAL	56.00
	ROY ROBINSON	WIPER BLADES	ER&R	195.09
147200	SANDHAR, RAJWANT	UTILITY TAX REBATE	NON-DEPARTMENTAL	20.30
147201	SEATOWN ELECTRIC	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	125.00
147202	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	128.70
147203	SHI INTERNATIONAL	LICENSE UPGRADE	IS REPLACEMENT ACCOUNTS	1,979.47
147204	SHRED-IT US	MONTHLY SHREDDING SERVICE	EXECUTIVE ADMIN	11.19
	SHRED-IT US		LEGAL - PROSECUTION	11.20
	SHRED-IT US	RECORD DESTRUCTIONS	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
147205	SMITH, OLEN	UB REFUND	WATER/SEWER OPERATION	294.80
147206	SNO CO TREASURER	VICTIM/WITNESS FUNDS	CRIME VICTIM	571.91
147207	SNO CO TREASURER	INMATE MEDICAL JAN 2021	DETENTION & CORRECTION	436.18
	SNO CO TREASURER	INMATE HOUSING JAN 2021	DETENTION & CORRECTION	53,872.27
147208	SNO HEALTH DISTRICT	PER CAPITA Q1 2021	NON-DEPARTMENTAL	17,295.00
147209	SOLID WASTE SYSTEMS	SWITCH PANEL #J035	EQUIPMENT RENTAL	446.51
147210	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	1,045.80
147211	SOUND SAFETY	UNIFORM REPLACEMENT SCHOOLCR/	UTIL ADMIN	152.87
	SOUND SAFETY	UNIFORM REPLACEMENT ROSE	SOLID WASTE OPERATIONS	183.45
	SOUND SAFETY	UNIFORM REPLACEMENT CHRISMAN	PARK & RECREATION FAC	186.62
	SOUND SAFETY	UNIFORM REPLACEMENT DOUGLAS	SOLID WASTE OPERATIONS	313.14
	SOUND SAFETY	UNIFORM REPLACEMENT DIAMOND	GENERAL SERVICES - OVERF	337.38
147212	SPRINGBROOK NURSERY	DUMP FEE	STORM DRAINAGE	60.00
147213	STAPLES	COMPUTER SPEAKERS	RECREATION SERVICES	16.27
	STAPLES	HP TONER	MUNICIPAL COURTS	59.03
	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIOI	64.39
	STAPLES	PAPER	MUNICIPAL COURTS	74.75
	STAPLES	PENCILS, TONER, PENS	MUNICIPAL COURTS	152.75
147214	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL CUST	556.50
147215	STRATEGIES 360	SERVICES JANUARY 2021	GENERAL SERVICES - OVERF	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT F	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
147216	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIOI	770.50
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATIOI	2,244.50
147217	SUSTEEN INC	TECHNO POWER KIT	GENERAL FUND	-65.10
	SUSTEEN INC		POLICE PATROL	765.10
147218	SYNAPTEC SOFTWARE	SOFTWARE MAINTENANCE	PROBATION	940.00
147219	TRANSPORTATION, DEPT	TRAVEL	POLICE PATROL	2.75
147220	TRAUTMAN, DANIEL	UB REFUND	WATER/SEWER OPERATION	108.86
147221	TRUDELL, MIKE	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.76
147222	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	235.98
147223	USA BLUEBOOK	ELECTRIC AUTOCLAVE STERILIZER	WASTE WATER TREATMENT F	1,193.81
147224	VERIZON	WIRELESS SERVICE	UTILITY BILLING	7.54

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/17/2021 TO 3/17/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147224	VERIZON	WIRELESS SERVICE	CRIME PREVENTION	23.70
	VERIZON		PURCHASING/CENTRAL STOF	23.70
	VERIZON		PROPERTY TASK FORCE	41.76
	VERIZON		FACILITY MAINTENANCE	51.90
	VERIZON		PERSONNEL ADMINISTRATIO	53.30
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	99.30
	VERIZON		FINANCE-GENL	113.80
	VERIZON		YOUTH SERVICES	125.28
	VERIZON		OFFICE OPERATIONS	125.28
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.17
	VERIZON	WIRELESS SERVICE	COMMUNITY SERVICES UNIT	177.18
	VERIZON		CUSTODIAL SERVICES	179.40
	VERIZON		MUNICIPAL COURTS	188.00
	VERIZON		PARK & RECREATION FAC	194.10
	VERIZON		TRANSPORTATION MANAGEM	200.20
	VERIZON		RECREATION SERVICES	214.91
	VERIZON		LEGAL-GENL	257.61
	VERIZON		LEGAL - PROSECUTION	289.50
	VERIZON		SOLID WASTE CUSTOMER EX	305.21
	VERIZON		DETENTION & CORRECTION	324.96
	VERIZON		EXECUTIVE ADMIN	331.40
	VERIZON		POLICE INVESTIGATION	334.08
	VERIZON		WATER QUAL TREATMENT	335.69
	VERIZON		WATER SUPPLY MAINS	360.17
	VERIZON		COMMUNITY DEVELOPMENT-	429.74
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	480.16
	VERIZON	WIRELESS SERVICE	WASTE WATER TREATMENT F	619.12
	VERIZON		COMPUTER SERVICES	642.84
	VERIZON		STORM DRAINAGE	736.48
	VERIZON		POLICE ADMINISTRATION	738.62
	VERIZON		GENERAL SERVICES - OVERF	784.96
	VERIZON		ENGR-GENL	1,446.76
	VERIZON		UTIL ADMIN	1,916.86
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,260.05
	VERIZON	WIRELESS SERVICE	POLICE PATROL	2,319.83
147225	VEXLER, PAUL	CIVIC CENTER ART PROPOSAL	CAPITAL EXPENDITURES	1,000.00
147226	VIGLIANCO, JASON	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.41
	VIGLIANCO, JASON		UTIL ADMIN	43.29
	VIGLIANCO, JASON		UTIL ADMIN	205.27
147227	WA ASPHALT PAVEMENT	WSDOT REGISTRATION BENTON	ENGR-GENL	20.00
147228	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL CUST	314.00
	WA STATE TREASURER		INTERGOVERNMENTAL CUST	555.00
	WA STATE TREASURER		GENERAL FUND	40,670.15
147229	WAHL, DANIEL	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.04
147230	WATERSHED, INC	PCU JACKETS	PROPERTY TASK FORCE	1,261.76
147231	WAVEDIVISION HOLDING	INTERNET SERVICES	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,438.20
147232	WEBCHECK	WEBCHECK FEBRUARY 2021	UTILITY BILLING	1,449.32
147233	WESSEL, JON	CDL PHYSICAL	WATER DIST MAINS	95.00
147234	WEST PAYMENT CENTER	WEST INFORMATION CHARGES 2/1-2/2	LEGAL-GENL	392.43
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	392.44
147235	WESTERN EQUIPMENT	BLADE KITS #W023	SMALL ENGINE SHOP	1,651.33
147236	WESTERN FACILITIES	SUPPLIES	DETENTION & CORRECTION	92.66
	WESTERN FACILITIES		DETENTION & CORRECTION	462.38
147237	ZIPLY FIBER	PHONE CHARGES	CITY CLERK	10.29
	ZIPLY FIBER		CRIME PREVENTION	10.29

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/17/2021 TO 3/17/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147237	ZIPLY FIBER	PHONE CHARGES	PROPERTY TASK FORCE	10.29
	ZIPLY FIBER		SOLID WASTE CUSTOMER EX	10.29
	ZIPLY FIBER		GOLF ADMINISTRATION	10.29
	ZIPLY FIBER		PURCHASING/CENTRAL STOF	10.29
	ZIPLY FIBER		FACILITY MAINTENANCE	10.29
	ZIPLY FIBER		YOUTH SERVICES	20.58
	ZIPLY FIBER		PARK & RECREATION FAC	30.86
	ZIPLY FIBER		WATER QUAL TREATMENT	30.86
	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	34.44
	ZIPLY FIBER		RECREATION SERVICES	34.44
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	PHONE CHARGES	COMMUNITY SERVICES UNIT	41.15
	ZIPLY FIBER		LEGAL-GENL	41.15
	ZIPLY FIBER		PERSONNEL ADMINISTRATIOI	41.15
	ZIPLY FIBER		GENERAL SERVICES - OVERF	41.15
	ZIPLY FIBER		STORM DRAINAGE	41.15
	ZIPLY FIBER		FINANCE-GENL	51.44
	ZIPLY FIBER		LEGAL - PROSECUTION	51.44
	ZIPLY FIBER		EQUIPMENT RENTAL	51.44
	ZIPLY FIBER	PHONE LINES	POLICE ADMINISTRATION	57.32
	ZIPLY FIBER		POLICE PATROL	57.32
	ZIPLY FIBER		COMMUNICATION CENTER	57.32
	ZIPLY FIBER		UTILITY BILLING	57.32
	ZIPLY FIBER		GENERAL SERVICES - OVERF	57.32
	ZIPLY FIBER		GOLF ADMINISTRATION	57.32
	ZIPLY FIBER		CITY HALL	57.36
	ZIPLY FIBER	PHONE CHARGES	RECREATION SERVICES	61.73
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	67.48
	ZIPLY FIBER	PHONE CHARGES	COMPUTER SERVICES	71.99
	ZIPLY FIBER		UTILITY BILLING	72.01
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATIOI	73.56
	ZIPLY FIBER	PHONE CHARGES	EXECUTIVE ADMIN	82.30
	ZIPLY FIBER		POLICE INVESTIGATION	92.59
	ZIPLY FIBER		POLICE ADMINISTRATION	102.88
	ZIPLY FIBER		WASTE WATER TREATMENT F	102.88
	ZIPLY FIBER		MUNICIPAL COURTS	113.16
	ZIPLY FIBER		OFFICE OPERATIONS	113.16
	ZIPLY FIBER	PHONE LINES	COMMUNITY DEVELOPMENT-	114.64
	ZIPLY FIBER		DETENTION & CORRECTION	114.64
	ZIPLY FIBER		OFFICE OPERATIONS	114.64
	ZIPLY FIBER		COMMUNITY CENTER	114.64
	ZIPLY FIBER		GOLF ADMINISTRATION	114.64
	ZIPLY FIBER	PHONE CHARGES	DETENTION & CORRECTION	164.60
	ZIPLY FIBER		UTIL ADMIN	164.60
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-	164.61
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	202.39
	ZIPLY FIBER	PHONE CHARGES	ENGR-GENL	205.75
	ZIPLY FIBER	PHONE LINES	RECREATION SERVICES	229.29
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION PLAF	235.66
	ZIPLY FIBER	PHONE LINES	WASTE WATER TREATMENT F	286.61
	ZIPLY FIBER		UTIL ADMIN	286.61
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	294.22
	ZIPLY FIBER	PHONE CHARGES	POLICE PATROL	504.09
147238	ZOCCOLA, SUSAN	CIVIC CENTER ART PROPOSAL	CAPITAL EXPENDITURES	1,000.00

DATE: 3/18/2021
TIME: 3:56:35PM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 3/17/2021 TO 3/17/2021

PAGE: 9 36

CHK # VENDOR

ITEM DESCRIPTION

ACCOUNT
DESCRIPTION

ITEM
AMOUNT

WARRANT SUBTOTAL:

2,665,745.55

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED


UNCLAIMED PROPERTY

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

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

Please see attached.


RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 24, 2021 claims in the amount of \$1,225,738.82 paid by EFT transactions and Check No.'s 147239 through 147376 with check number 143320, 145870, 146848 voided.

COUNCIL ACTION:


BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-03

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,225,738.82 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 147239 THROUGH 147376 WITH CHECK NUMBERS 143320, 145870 AND 146848 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER 3/29/21

DATE



MAYOR 5/30/21

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12th DAY OF APRIL 2021**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/24/2021 TO 3/24/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147239	FIRST AMERICAN TITLE	CLOSING FUNDS 101/117 BEACH AVE	GMA-PARKS	243,401.15
147240	CHICAGO TITLE INSURA	ROW ACQUISITION 104 ALDER AVE	GMA - STREET	21,611.76
147241	REVENUE, DEPT OF	EXCISE TAXES	RECREATION SERVICES	0.09
	REVENUE, DEPT OF		WATER/SEWER OPERATION	44.41
	REVENUE, DEPT OF		POLICE ADMINISTRATION	46.64
	REVENUE, DEPT OF		GOLF ADMINISTRATION	217.50
	REVENUE, DEPT OF		GENERAL FUND	811.76
	REVENUE, DEPT OF		GOLF COURSE	4,309.90
	REVENUE, DEPT OF		STORM DRAINAGE	8,245.70
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	36,454.28
	REVENUE, DEPT OF		UTIL ADMIN	78,156.12
147242	BENEFIT COORDINATORS	APRIL 2021 PREMIUMS	MEDICAL CLAIMS	128,703.73
147243	LICENSING, DEPT OF	FIREARM RENEWAL/REPLACEMENT	INTERGOVERNMENTAL	105.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	756.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	882.00
147244	PREMERA BLUE CROSS	CLAIMS PAID 3/14-3/20/21	MEDICAL CLAIMS	91,638.43
147245	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	16.38
	AMAZON CAPITAL	RECHARGEABLE BATTERY PACK	STORM DRAINAGE	75.41
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	87.43
	AMAZON CAPITAL	COVID SUPPLIES	ECONOMIC SUPPORT	111.36
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	207.64
	AMAZON CAPITAL	WEBCAMS	COMPUTER SERVICES	305.90
147246	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	17.27
	AMERICAN CLEANERS		OFFICE OPERATIONS	17.27
	AMERICAN CLEANERS		POLICE PATROL	51.52
	AMERICAN CLEANERS		DETENTION & CORRECTION	57.37
	AMERICAN CLEANERS		POLICE ADMINISTRATION	97.67
	AMERICAN CLEANERS		POLICE ADMINISTRATION	99.50
	AMERICAN CLEANERS		POLICE PATROL	145.24
	AMERICAN CLEANERS		DETENTION & CORRECTION	189.09
147247	ARIES BLDG SYSTEMS	BUILDING RENTAL 3/14-4/13/21	STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
147248	AUSTRIA, RANDY & CI	UB REFUND	WATER/SEWER OPERATION	559.58
147249	AYALA-ESPINOZA, JAVI		WATER/SEWER OPERATION	144.98
147250	BANK OF AMERICA	EMPLOYEE APP/TRAINING	ENGR-GENL	30.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	50.70
	BANK OF AMERICA		UTIL ADMIN	100.00
	BANK OF AMERICA		PUBLIC HEALTH EXPENSE	106.33
	BANK OF AMERICA		STORM DRAINAGE	650.00
147251	BANK OF AMERICA	WEBINAR	LEGAL-GENL	35.00
147252	BANK OF AMERICA	ADVERTISING/RECERTIFICATION	CUSTODIAL SERVICES	7.00
	BANK OF AMERICA		RECREATION SERVICES	45.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	100.00
147253	BANK OF AMERICA	EMPLOYEE APPRECIATION	EXECUTIVE ADMIN	10.13
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	63.25
	BANK OF AMERICA		EXECUTIVE ADMIN	79.00
147254	BANK OF AMERICA	MEALS/DUES/SUPPLIES	POLICE PATROL	26.58
	BANK OF AMERICA		POLICE ADMINISTRATION	128.13
147255	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	161.07
147256	BANK OF AMERICA	REFOAM SEAT/EMP APP	PERSONNEL ADMINISTRATION	50.11
	BANK OF AMERICA		SOLID WASTE OPERATIONS	163.95
147257	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	299.39
147258	BANK OF AMERICA	LG TV	POLICE PATROL	379.32
147259	BANK OF AMERICA	EMPLOYEE APP./SUPPLIES	INFORMATION SERVICES	-5.31
	BANK OF AMERICA		FINANCE-GENL	10.32
	BANK OF AMERICA		IS REPLACEMENT ACCOUNTS	62.38
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	85.61
	BANK OF AMERICA		COMMUNITY	112.52

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147259	BANK OF AMERICA	EMPLOYEE APP./SUPPLIES	COMPUTER SERVICES	213.45
147260	BANK OF AMERICA	EMPLOYEE APPRECIATION/DUES	GENERAL FUND	-3.63
	BANK OF AMERICA		K9 PROGRAM	142.69
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	748.86
147261	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	955.23
147262	BANK OF AMERICA	SUPPLIES	POLICE ADMINISTRATION	50.00
	BANK OF AMERICA		POLICE PATROL	555.51
	BANK OF AMERICA		DETENTION & CORRECTION	617.63
147263	BANK OF AMERICA	ADVERTISING/EMPLOYEE APP.	UTIL ADMIN	35.00
	BANK OF AMERICA		ENGR-GENL	70.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	95.88
	BANK OF AMERICA		UTIL ADMIN	1,133.00
147264	BANK OF AMERICA	TRAINING/TRAVEL	POLICE PATROL	16.93
	BANK OF AMERICA		POLICE PATROL	410.37
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	4,346.00
147265	BICKFORD FORD	TURN SIGNAL SWITCH #P180	EQUIPMENT RENTAL	44.55
147266	BIO CLEAN, INC	BIO CLEAN	POLICE PATROL	322.44
147267	BRYANT, KIM	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	94.88
147268	BUTLER, DAVID & JULI	UB REFUND	WATER/SEWER OPERATION	61.38
147269	CAPTAIN DIZZY 76	CAR WASHES	POLICE PATROL	117.00
147270	CENTRAL WELDING SUPP	PADLOCKS	ER&R	80.99
	CENTRAL WELDING SUPP		ER&R	226.25
	CENTRAL WELDING SUPP	PADLOCKS, GLOVES, TAPE, GLASSES	ER&R	631.54
147271	CI TECHNOLOGIES INC	PRODUCT SUPPORT	POLICE ADMINISTRATION	1,948.38
147272	CLARK, CAROL	UB REFUND	WATER/SEWER OPERATION	25.16
147273	COASTAL FARM & HOME	CREDIT INVOICE #908/909	UTIL ADMIN	-17.49
	COASTAL FARM & HOME	CASORON HERBICIDE	ROADSIDE VEGETATION	229.45
	COASTAL FARM & HOME		ROADSIDE VEGETATION	491.69
147274	COMCAST	I-NET MAINTENANCE 2020	CENTRAL SERVICES	13,131.75
147275	COMCAST	CABLE KBCC 3/16-4/15/21	COMMUNITY CENTER	45.96
147276	COPIERS NORTHWEST	PRINTER/COPIER	COMMUNITY CENTER	43.53
	COPIERS NORTHWEST		PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.67
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE INVESTIGATION	265.77
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
147277	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,317.85
147278	CRAIN, JASON	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	107.91
147279	CTS LANGUAGE LINK	INTERPRETER SERVICE SPANISH	COURTS	2.28
	CTS LANGUAGE LINK	INTERPRETER- SPANISH TAGALOG	COURTS	91.08
147280	CUZ CONCRETE PROD	CONCRETE W/O #6630	STORM DRAINAGE	181.85
147281	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GMA - STREET	249.40
	DAILY JOURNAL OF COM		GMA - STREET	791.20
147282	DAY WIRELESS SYSTEMS	CERTIFICATIONS OF UNITS	POLICE PATROL	568.36

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147283	DICKS TOWING	TOWING	POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	77.47
147284	DOBBS PETERBILT	WIPER MOTOR #J034	EQUIPMENT RENTAL	177.45
147285	DOBBS PETERBILT	RADIO SPEAKERS #J031	EQUIPMENT RENTAL	144.18
147286	DOODLEBUG SPORTZ	SUPPLIES/RENTAL FOR TRAINING	POLICE TRAINING-FIREARMS	763.00
147287	DOORMAN COMMERCIAL	DOOR REPLACEMENT WWTP	WASTE WATER TREATMENT	933.42
147288	E&E LUMBER	FUEL	STORM DRAINAGE	7.09
	E&E LUMBER		SEWER MAIN COLLECTION	7.10
	E&E LUMBER	TOILET CAPS, WAX GASKETS	PARK & RECREATION FAC	14.13
	E&E LUMBER	BOLTS, FLANGE SPACER	PARK & RECREATION FAC	14.66
	E&E LUMBER	DRAIN CLEANER	PARK & RECREATION FAC	28.31
	E&E LUMBER	PVC, BLADE SET, TAPE, PRIMER	WATER DIST MAINS	95.12
	E&E LUMBER	CONCRETE BAGS	WATER DIST MAINS	253.58
147289	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	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	15.00
	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	960.00
147290	EVERETT, CITY OF		WASTE WATER TREATMENT	1,368.90
147291	EVERETT, CITY TREAS	WATER FILTRATION 1/29-2/26/21	SOURCE OF SUPPLY	199,876.67
147292	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-90.71
	EVIDENT, INC.		POLICE PATROL	1,066.09
147293	EYER, MATTHEW	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	132.06
147294	FISHERIES SUPPLY	CARBON MONOXIDE DETECTOR	ER&R	78.76
	FISHERIES SUPPLY		ER&R	605.88
147295	FLETCHER, TONY	UB REFUND	WATER/SEWER OPERATION	73.31
147296	GALLS, LLC	UNIFORMS ALBANESE	POLICE PATROL	174.83
	GALLS, LLC	UNIFORMS GIBBS	DETENTION & CORRECTION	367.45
	GALLS, LLC	UNIFORMS ALBANESE	POLICE PATROL	454.92
	GALLS, LLC		POLICE PATROL	528.66
147297	GEOTEST SERVICES INC	PAYMENT APPLICATION #13	CAPITAL EXPENDITURES	12,692.25
147298	GOVCONNECTION INC	COLOR LASERJET	TRANSPORTATION	490.76
147299	GRAVITY PAYMENTS	ONLINE/PHONE PAYMENT FEB 2021	UTILITY BILLING	15,034.69
147300	GREENSHIELDS	STAINLESS SLEEVE, SHACKLES	WATER DIST MAINS	119.34
	GREENSHIELDS	MANHOLE SLING, SHACKLES	WATER DIST MAINS	335.31
147301	GUZMAN, SHERRY^	UB REFUND	WATER/SEWER OPERATION	5.75
147302	HANNAHS, JESSE	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	57.56
147303	HD FOWLER COMPANY	CREDIT I5606050 PIPE	SOURCE OF SUPPLY	-1,746.52
	HD FOWLER COMPANY	CREDIT ON #5718025	STORM DRAINAGE	-129.19
	HD FOWLER COMPANY	PSM CAP	ROADSIDE VEGETATION	11.38
	HD FOWLER COMPANY	BOLT KIT/GASKETS	WATER DIST MAINS	55.13
	HD FOWLER COMPANY	BRASS UNIONS	WATER DIST MAINS	73.10
	HD FOWLER COMPANY	PSI GAUGES	WATER DIST MAINS	145.06
	HD FOWLER COMPANY	EDWARD SPRINGS CHECK VALVES	SOURCE OF SUPPLY	171.22
	HD FOWLER COMPANY	PSI GAUGES	WATER DIST MAINS	217.59
	HD FOWLER COMPANY	PVC SEWER PIPE	STORM DRAINAGE	291.28
	HD FOWLER COMPANY	METER COUPLER/BOXES	WATER SERVICE INSTALL	459.09
	HD FOWLER COMPANY	MULTI SERVICE Y'S AND TEE'S	WATER SERVICE INSTALL	487.12
	HD FOWLER COMPANY	GASKETS AND BOLT KITS	WATER DIST MAINS	614.03
	HD FOWLER COMPANY	CONCRETE LIDS	WATER SERVICES	953.79
147304	HILDEN, DIANE	UB REFUND	WATER/SEWER OPERATION	12.22
147305	HISHMEH, WALEED		WATER/SEWER OPERATION	111.88

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147306	HWA GEOSCIENCES	PROFESSIONAL SERVICE 3/8/21	GMA-PARKS	3,676.96
147307	IRON MOUNTAIN	ROCK	SEWER MAIN COLLECTION	668.50
147308	J. THAYER COMPANY	COMPRESSED AIR/TAPE	ER&R	82.93
147309	KAMINS CONSTRUCTION	RELEASE RETAINAGE	WATER/SEWER OPERATION	4,000.00
147310	KELLER SUPPLY COMPAN	TOILET JENNINGS PARK	PARK & RECREATION FAC	111.86
147311	KIM, JEFF & DEA	UB REFUND	WATER/SEWER OPERATION	214.97
147312	KING, TIM	SAFETY BOOTS	UTIL ADMIN	187.74
147313	KITSAP TRACTOR	STREET MOWER BELTS #W105	SMALL ENGINE SHOP	117.11
147314	L N CURTIS & SONS	UNIFORM - PITTS	POLICE PATROL	95.30
147315	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	240.00
147316	LARSON, MATTHEW	UB REFUND	WATER/SEWER OPERATION	22.36
147317	LAW ENFORCEMENT TARG	TARGETS	POLICE TRAINING-FIREARMS	1,563.00
147318	LES SCHWAB TIRE CTR	TIRES, STEMS W016 MOWER	SMALL ENGINE SHOP	380.18
147319	LOGSDON, TERESA	UB REFUND	WATER/SEWER OPERATION	183.39
147320	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
147321	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	258.22
147322	MAGNESS, MARVIN & AV	UB REFUND	WATER/SEWER OPERATION	427.71
147323	MANHOLES NORTHWEST	LIVE CHANNELED SEWER MANHOLE	SEWER MAIN COLLECTION	1,350.00
147324	MARCOTTE, KARI	UB REFUND	WATER/SEWER OPERATION	23.47
147325	MARYSVILLE AWARDS	ENGRAVING SERVICES	POLICE PATROL	186.90
147326	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	1,113.43
147327	MCGINTY, PATRICK T	OUTDOOR SPEAKER-OPERA HOUSE	OPERA HOUSE	100.00
147328	MCKESSON MEDICAL	EVIDENCE SUPPLIES	POLICE PATROL	216.78
147329	MEIR, RITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.23
147330	MERCADO, KATINA & GE	UB REFUND	GARBAGE	260.66
147331	MISKO, JAMES		WATER/SEWER OPERATION	90.03
147332	MODERN MACHINERY CO,	BUCKET, BUCKET TOOTH #H010	EQUIPMENT RENTAL	2,896.23
147333	MOOK, CLARENCE	REFUND WEAPONS PERMIT FEE	GENERAL FUND	21.00
	MOOK, CLARENCE		POLICE-SECURITY	26.00
147334	NAPA AUTO PARTS	OIL #W015	SMALL ENGINE SHOP	15.29
	NAPA AUTO PARTS	REAR SPRING CENTER BOLT #J015	EQUIPMENT RENTAL	17.16
	NAPA AUTO PARTS	OIL/AIR FILTERS	SMALL ENGINE SHOP	40.30
	NAPA AUTO PARTS	OIL/AIR FILTERS #W015	SMALL ENGINE SHOP	49.69
	NAPA AUTO PARTS	BRAKE PAD, ROTORS, REAR AXLE #J015	EQUIPMENT RENTAL	869.44
147335	NELSON PETROLEUM	CHEVRON DUTY GREASE	ER&R	391.34
147336	NORTH COAST ELECTRIC	CABINET KEYS EDWARD SPRINGS	PUMPING PLANT	21.78
147337	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICE 2/28/21	STORM DRAINAGE	4,155.50
147338	OFFICE DEPOT	OFFICE SUPPLIES	CITY CLERK	20.90
	OFFICE DEPOT		FINANCE-GENL	38.24
	OFFICE DEPOT		UTIL ADMIN	43.93
	OFFICE DEPOT		ENGR-GENL	43.93
	OFFICE DEPOT		FINANCE-GENL	57.37
	OFFICE DEPOT		FINANCE-GENL	80.13
147339	OMNI CONTRACTING SOL	HYDRANT METER DEPOSIT	WATER-UTILITIES/ENVIRONMN	-134.65
	OMNI CONTRACTING SOL		WATER/SEWER OPERATION	1,150.00
147340	PACIFIC TOPSOILS	DUMP FEES BRUSH	ROADSIDE VEGETATION	120.00
	PACIFIC TOPSOILS	DUMP FEES DRY SOIL	ROADSIDE VEGETATION	200.00
	PACIFIC TOPSOILS	DUMP FEES FOR SOIL	ROADSIDE VEGETATION	450.00
	PACIFIC TOPSOILS	DUMP FEES SOD	ROADSIDE VEGETATION	450.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	450.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	540.00
147341	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	278.80
147342	PETEK & ASSOCIATES	PRE-EMPLOYMENT	POLICE ADMINISTRATION	770.00
147343	PETROCARD SYSTEMS	FUEL	ENGR-GENL	65.19

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147343	PETROCARD SYSTEMS	FUEL	STORM DRAINAGE	82.20
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	102.85
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	172.75
	PETROCARD SYSTEMS		COMMUNITY	327.86
	PETROCARD SYSTEMS		PARK & RECREATION FAC	949.55
	PETROCARD SYSTEMS		GENERAL	2,620.87
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,911.25
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,438.44
	PETROCARD SYSTEMS		POLICE PATROL	8,224.35
147344	PETTY CASH- PW	WSDOT MAIL	GMA - STREET	9.05
147345	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	10.87
	PGC INTERBAY LLC		MAINTENANCE	34.82
	PGC INTERBAY LLC		PRO-SHOP	128.00
	PGC INTERBAY LLC		MAINTENANCE	150.81
	PGC INTERBAY LLC		PRO-SHOP	163.10
	PGC INTERBAY LLC		PRO-SHOP	293.73
	PGC INTERBAY LLC		PRO-SHOP	432.74
	PGC INTERBAY LLC		MAINTENANCE	833.47
	PGC INTERBAY LLC		MAINTENANCE	938.93
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		MAINTENANCE	2,933.30
	PGC INTERBAY LLC		MAINTENANCE	4,723.94
	PGC INTERBAY LLC		MAINTENANCE	5,968.87
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	PRO-SHOP	7,566.04
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	7,822.92
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	MAINTENANCE	11,624.82
147346	PILCHUCK RENTALS	RENT CORE DRILL 52ND AVE PRV	WATER DIST MAINS	103.84
147347	PITTS, KELLY	EMERGENCY FUEL FOR PATROL CAR	POLICE PATROL	30.00
147348	PLATT ELECTRIC	CREDIT INVOICE 1E24543	STREET LIGHTING	-330.66
	PLATT ELECTRIC	CREDIT INVOICE 1H88944	STREET LIGHTING	-322.40
	PLATT ELECTRIC	CREDIT WRONG SALES TAX	PARK & RECREATION FAC	-14.54
	PLATT ELECTRIC	TCP LED - CEDAR FIELD	PARK & RECREATION FAC	14.18
	PLATT ELECTRIC		PARK & RECREATION FAC	14.54
	PLATT ELECTRIC	TWINE WRAP	STREET LIGHTING	322.40
	PLATT ELECTRIC		STREET LIGHTING	322.40
	PLATT ELECTRIC		STREET LIGHTING	330.66
147349	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.63
	POLICE & SHERIFFS PR		POLICE PATROL	19.18
147350	POLLARDWATER	CHLORINE DISK TEST	WATER DIST MAINS	272.54
	POLLARDWATER	DECHLOR MAT	WATER DIST MAINS	1,060.23
147351	PREMIER GOLF CENTERS	2020 REVENUE GROWTH INCENTIVE	PRO-SHOP	23,150.97
147352	PROFESSIONAL TRAININ	LAB DOCUMENTATION	UTIL ADMIN	100.00
	PROFESSIONAL TRAININ	REGISTRATION CRAIN	UTIL ADMIN	100.00
	PROFESSIONAL TRAININ	REGISTRATION LATIMER	UTIL ADMIN	100.00
	PROFESSIONAL TRAININ		UTIL ADMIN	100.00
	PROFESSIONAL TRAININ		UTIL ADMIN	100.00
	PROFESSIONAL TRAININ		UTIL ADMIN	100.00
147353	PUD	ACCT #201142098	PARK & RECREATION FAC	8.10
	PUD	ACCT #205195373	PARK & RECREATION FAC	15.31
	PUD	ACCT #202461026	MAINT OF GENL PLANT	15.88
	PUD	ACCT #201346665	SEWER LIFT STATION	16.44
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #205481823	GOLF ADMINISTRATION	16.44
	PUD	ACCT #200973956	SEWER LIFT STATION	20.18
	PUD	ACCT #200501617	TRANSPORTATION	25.32

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147353	PUD	ACCT #202011813	PUMPING PLANT	26.75
	PUD	ACCT #201142155	TRANSPORTATION	33.10
	PUD	ACCT #200660439	STREET LIGHTING	44.02
	PUD	ACCT #204829691	STREET LIGHTING	44.77
	PUD	ACCT #203500020	STREET LIGHTING	47.62
	PUD	ACCT #200448801	TRANSPORTATION	50.18
	PUD	ACCT #202294245	SEWER LIFT STATION	51.42
	PUD	ACCT #203996343	STREET LIGHTING	64.42
	PUD	ACCT #222664310	TRANSPORTATION	64.94
	PUD	ACCT #202303301	SEWER LIFT STATION	66.11
	PUD	ACCT #221610405	STREET LIGHTING	66.22
	PUD	ACCT #222664740	TRANSPORTATION	67.32
	PUD	ACCT #220681340	STORM DRAINAGE	75.23
	PUD	ACCT #221115934	MAINT OF GENL PLANT	75.42
	PUD	ACCT #200061463	PARK & RECREATION FAC	92.89
	PUD	ACCT #222663973	TRANSPORTATION	103.11
	PUD	ACCT #201909637	SEWER LIFT STATION	110.37
	PUD	ACCT #203291216	GENERAL	141.49
	PUD	ACCT #201628880	WASTE WATER TREATMENT	144.90
	PUD	PUD FEES 4708 79TH AVE NE	PARK & RECREATION FAC	257.23
	PUD	ACCT #220020531	STREET LIGHTING	263.94
	PUD	ACCT #201675634	WASTE WATER TREATMENT	401.95
	PUD	ACCT #202177333	MAINT OF GENL PLANT	747.45
	PUD	ACCT #201587284	WASTE WATER TREATMENT	796.81
	PUD	ACCT #201617479	CITY HALL	1,089.55
	PUD	ACCT #200021871	COURT FACILITIES	1,180.68
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,557.34
147354	RIGHT SYSTEMS, INC.	GIS CLOUD SECURITY	UTIL ADMIN	5,035.45
	RIGHT SYSTEMS, INC.		UTIL ADMIN	8,656.56
147355	ROBERTS, BONNIE & RO	UB REFUND	WATER/SEWER OPERATION	185.07
147356	ROY ROBINSON	BRAKE PAD SET	ER&R	151.16
	ROY ROBINSON	DIAGNOSE AND REPAIR OIL LEAK	EQUIPMENT RENTAL	1,862.59
147357	SCORE	SCORE HOUSING FEBRUARY	DETENTION & CORRECTION	8,777.00
147358	SHI INTERNATIONAL	ADOBE ACROBAT LICENSES	POLICE TRAINING-FIREARMS	162.18
147359	SHRED-IT US	SHREDDING	OFFICE OPERATIONS	50.16
147360	SNO CO PUBLIC WORKS	SOLID WASTE FEBRUARY 2021	SOLID WASTE OPERATIONS	154,616.00
147361	SNO CO TREASURER	EXTRADITION SPLIT	POLICE INVESTIGATION	559.16
147362	SONITROL	ALARM TESTING FEE	MAINT OF GENL PLANT	355.23
	SONITROL	FIRE ALARM TEST	CITY HALL	683.13
147363	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA - STREET	92.40
147364	SOUND PUBLISHING		GMA - STREET	285.60
147365	SOUND SAFETY	UNIFORM REPLACEMENT WINELAND	UTIL ADMIN	96.64
147366	SUBURBAN PROPANE	PROPANE PARKS OFFICE	PARK & RECREATION FAC	1,143.07
147367	T BAILEY, INC.	RELEASE RETAINAGE	WATER/SEWER OPERATION	4,013.25
147368	THYSSENKRUPP ELEVATO	PLATINUM MAINTENANCE 3/1-3/31/21	CITY HALL	335.50
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	335.50
147369	TRANPO GROUP	PROFESSIONAL SERVICES 2/26/21	GMA - STREET	2,224.35
147370	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	90.47
147371	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	66.12
147372	WAXIE SANITARY SUPPL	GLOVES	CUSTODIAL SERVICES	1,112.15
147373	WESTERN GRAPHICS	GRAPHICS ON #P203/P208	EQUIPMENT RENTAL	1,311.60
147374	WESTERN SYSTEMS	SPEED CHECK SUNNYSIDE	GENERAL FUND	-7.79
	WESTERN SYSTEMS		TRANSPORTATION	3,392.38
147375	WHISTLE WORKWEAR	UNIFORM REPLACEMENT PALITZ	UTIL ADMIN	142.27
	WHISTLE WORKWEAR	UNIFORM REPLACEMENT WINELAND	UTIL ADMIN	177.87
	WHISTLE WORKWEAR	UNIFORM REPLACEMENT PALITZ	UTIL ADMIN	187.75
147376	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	53.33
	ZIPLY FIBER	PHONE SERVICE 3/13-4/12/21 DEERING	PARK & RECREATION FAC	59.94

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/24/2021 TO 3/24/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147376	ZIPLY FIBER	ACCT #3606583635	COMMUNITY DEVELOPMENT-	61.38
	ZIPLY FIBER		UTIL ADMIN	61.39
	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	62.90
	ZIPLY FIBER	ACCT #3601970339	SEWER LIFT STATION	71.18
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	83.51
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	87.70
	ZIPLY FIBER	ACCT #3606597667	OFFICE OPERATIONS	89.20
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	107.64
WARRANT SUBTOTAL:				1,226,694.73
LESS VOIDED CHECK # 143320, 145870 and 146848			CHECK LOST/DAMAGED	(955.91)
WARRANT TOTAL:				<u><u>1,225,738.82</u></u>

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

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 25, 2021 in the amount \$1,623,029.61, paid by EFT Transactions and Check No.33401 through 33410.

COUNCIL ACTION:

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the March 31, 2021 claims in the amount of \$220,303.66 paid by EFT transactions and Check No.'s 147377 through 147453.</p>
<p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-03

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 **\$220,303.66 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 147377 THROUGH 147453**, 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 **12th DAY OF APRIL 2021**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/31/2021 TO 3/31/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147377	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	10.92
	AMAZON CAPITAL		POLICE INVESTIGATION	11.89
	AMAZON CAPITAL		POLICE ADMINISTRATION	56.78
	AMAZON CAPITAL	MONITOR MOUNT/CABLES	DETENTION & CORRECTION	130.80
	AMAZON CAPITAL	USB ADAPTERS	COMPUTER SERVICES	284.76
	AMAZON CAPITAL	WEBCAMS & FACE MASKS	COMPUTER SERVICES	317.56
147378	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.86
147379	ASSOC OF SHERIFFS	DUES - TOLBERT	POLICE PATROL	75.00
147380	BICKFORD FORD	WHEEL HUBCAP	EQUIPMENT RENTAL	124.30
147381	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 3/9-3/15	UTILITY BILLING	2,156.18
147382	BROWN, KATHLEEN	UB REFUND	WATER/SEWER OPERATION	101.81
147383	CNR INC	MITEL PHONE WITH HEADSET	POLICE ADMINISTRATION	595.69
	CNR INC	MITEL PHONE	IS REPLACEMENT ACCOUNTS	725.75
147384	COASTAL FARM & HOME	UNIFORM REPLACEMENT FREEMAN	UTIL ADMIN	204.57
147385	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	322.92
147386	COOP SUPPLY	3-25LB BAGS OF CASORON	ROADSIDE VEGETATION	491.82
147387	CORE & MAIN LP	CONCRETE BAGS	WATER DIST MAINS	217.98
147388	DELL	MONITOR	SEWER LIFT STATION	610.98
	DELL	MONITORS	POLICE INVESTIGATION	1,295.17
147389	DICKS TOWING	TOWING	POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	103.29
147390	DMH INDUSTRIAL	REBUILD PUMP WEST TRUNK #3	SEWER LIFT STATION	3,627.79
147391	E&E LUMBER	PAINT, LINERS, ROLLERS	ROADSIDE VEGETATION	92.12
147392	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	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	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	216.00
147393	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	431.86
147394	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	356.40
147395	EVIDENT, INC.	SUPPLIES	GENERAL FUND	-4.51
	EVIDENT, INC.		POLICE PATROL	53.01
147396	EWING IRRIGATION	RYEGRASS SEED BLEND	PARK & RECREATION FAC	323.26
147397	FEDEX	SHIPPING	WASTE WATER TREATMENT	172.11
147398	FIRESTONE	TIRES	EQUIPMENT RENTAL	849.62
147399	GARY'S GUTTER SERV	METAL GUTTERS	WATER FILTRATION PLANT	2,896.29
147400	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT #V044	EQUIPMENT RENTAL	327.90
147401	GOBLE SAMPSON ASSOC	QDOS PUMP AND RELATED PARTS	SOURCE OF SUPPLY	4,034.53
	GOBLE SAMPSON ASSOC		PUMPING PLANT	4,034.53
147402	GRAINGER	BROWN TRASH BAGS	SOLID WASTE OPERATIONS	55.83
	GRAINGER	DRAIN VALVE STILLAGUAMISH PLANT	WATER FILTRATION PLANT	261.12
147403	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	337.96
147404	HOME DEPOT USA	OLD ENGLISH POLISH	CUSTODIAL SERVICES	173.13
	HOME DEPOT USA	LAUNDRY DETERGENT	MAINT OF GENL PLANT	182.09
	HOME DEPOT USA	DISINFECTANT	CUSTODIAL SERVICES	194.64
	HOME DEPOT USA	POPOP SAFETY CONES	CUSTODIAL SERVICES	199.10
	HOME DEPOT USA	CLEANING SUPPLIES	CUSTODIAL SERVICES	512.05
147405	INTERSTATE BATTERY	BATTERIES	ER&R	622.09
147406	KADYK, JERRY	UB REFUND	GARBAGE	341.08
147407	LANDSCAPE STRUCTURES	TUBE SLIDE	PARK & RECREATION FAC	4,760.02
147408	LARSON, STEVEN & CAR	UB REFUND	WATER/SEWER OPERATION	358.03
147409	LASTING IMPRESSIONS	HATS WITH LOGO	PARK & RECREATION FAC	740.62
	LASTING IMPRESSIONS	SHIRTS, HOODIE WITH LOGO	PARK & RECREATION FAC	2,466.30

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/31/2021 TO 3/31/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147410	LAW ENFORCE SEMINARS	TRAINING, FRANZEN	POLICE TRAINING-FIREARMS	385.00
147411	LGI HOMES	UB REFUND 8718 56TH ST NE 98270	WATER/SEWER OPERATION	107.66
147412	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	477.09
147413	MANOR INVESTMENTS LL	UB REFUND 4604 84TH ST NE #B 98270	GARBAGE	385.80
147414	MARYSVILLE PRINTING	TABLETS/PAPER	UTILITY BILLING	180.89
	MARYSVILLE PRINTING		SOLID WASTE OPERATIONS	207.67
	MARYSVILLE PRINTING	ENVELOPES	UTILITY BILLING	217.11
	MARYSVILLE PRINTING		SOLID WASTE OPERATIONS	651.33
147415	MARYSVILLE, CITY OF	UTILITY SERVICE 4123 71ST ST NE	SUNNYSIDE FILTRATION	115.04
	MARYSVILLE, CITY OF	UTILITY SERVICE 8501 SOPER HL RD	NON-DEPARTMENTAL	220.99
	MARYSVILLE, CITY OF	UTILITY SERVICE-4202 71ST AVE NE	SUNNYSIDE FILTRATION	301.73
147416	MIDWEST CONTRACT	ANALYSIS SERVICE	WASTE WATER TREATMENT	350.00
147417	MILES SAND & GRAVEL	SAND FOR 6100 152ND ST NE	PARK & RECREATION FAC	2,272.86
147418	MOTOR TRUCKS	CREDIT INVOICE #ME170320	ER&R	-256.45
	MOTOR TRUCKS	FUEL FILTERS	ER&R	255.28
	MOTOR TRUCKS		ER&R	256.45
147419	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	17.92
	MOUNTAIN MIST		WASTE WATER TREATMENT	17.93
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	17.93
147420	NAPA AUTO PARTS	FILTERS	ER&R	116.43
147421	NELSON PETROLEUM	BULK POWERTRANS FLUID	ER&R	658.86
147422	NORTH CENTRAL LABORA	WWTP SUPPLIES	WATER/SEWER OPERATION	-54.06
	NORTH CENTRAL LABORA		WATER/SEWER OPERATION	-45.56
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	535.50
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	635.34
147423	NORTH COAST ELECTRIC	MODULE FOR SUNNYSIDE TREATMENT	SUNNYSIDE FILTRATION	1,484.90
147424	OBRIEN, KERRY & RACH	UB REFUND	GARBAGE	1,994.04
147425	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	28.40
	OFFICE DEPOT		FINANCE-GENL	31.69
	OFFICE DEPOT		OFFICE OPERATIONS	35.50
	OFFICE DEPOT		OFFICE OPERATIONS	42.62
	OFFICE DEPOT		OFFICE OPERATIONS	57.90
	OFFICE DEPOT		POLICE PATROL	70.43
	OFFICE DEPOT		OFFICE OPERATIONS	74.28
	OFFICE DEPOT		OFFICE OPERATIONS	128.62
	OFFICE DEPOT		OFFICE OPERATIONS	148.56
	OFFICE DEPOT		POLICE PATROL	187.53
	OFFICE DEPOT		POLICE PATROL	316.69
147426	OREILLY AUTO PARTS	FUEL FILTER #M012	EQUIPMENT RENTAL	7.47
147427	OSW EQUIPMENT	HYDRAULIC CYLINDER ASSEMBLY	EQUIPMENT RENTAL	1,589.40
147428	PACIFIC POWER GROUP	GENERATOR REPAIR	PUMPING PLANT	4,721.76
147429	PACIFIC TOPSOILS	DUMP FEES	ROADSIDE VEGETATION	450.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	450.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	1,200.00
147430	PALMER, JOHN & MELVA	UB REFUND	WATER/SEWER OPERATION	2.82
	PALMER, JOHN & MELVA		GARBAGE	39.67
147431	PETTY CASH - PWII	AIR BAG SENSOR #336	EQUIPMENT RENTAL	76.09
	PETTY CASH - PWII	VEHICLE LICENSE #P203, p206	EQUIPMENT RENTAL	123.50
147432	PILCHUCK RENTALS	WOODCUTTER BAR, CHISEL CHAIN, OIL	WASTE WATER TREATMENT	98.54
147433	PLATT ELECTRIC	CREDIT MEMO INVOICE 1I24620	SOURCE OF SUPPLY	-152.93
	PLATT ELECTRIC		WASTE WATER TREATMENT	-148.44
	PLATT ELECTRIC		SEWER MAIN COLLECTION	-148.43
	PLATT ELECTRIC	CREDIT INVOICE 1I11051	SOURCE OF SUPPLY	-37.33
	PLATT ELECTRIC		WASTE WATER TREATMENT	-36.23
	PLATT ELECTRIC		SEWER MAIN COLLECTION	-36.23
	PLATT ELECTRIC	PARTS FOR VAN RE-STOCK	WASTE WATER TREATMENT	35.81
	PLATT ELECTRIC		SEWER MAIN COLLECTION	35.81
	PLATT ELECTRIC		WASTE WATER TREATMENT	36.23

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/31/2021 TO 3/31/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147433	PLATT ELECTRIC	PARTS FOR VAN RE-STOCK	SEWER MAIN COLLECTION	36.23
	PLATT ELECTRIC		SOURCE OF SUPPLY	36.89
	PLATT ELECTRIC		SOURCE OF SUPPLY	37.33
	PLATT ELECTRIC	DRILL BIT	SOURCE OF SUPPLY	78.19
	PLATT ELECTRIC		WASTE WATER TREATMENT	78.19
	PLATT ELECTRIC	PARTS FOR VAN RE-STOCK	WASTE WATER TREATMENT	144.73
	PLATT ELECTRIC		SEWER MAIN COLLECTION	144.73
	PLATT ELECTRIC		SEWER MAIN COLLECTION	148.43
	PLATT ELECTRIC		WASTE WATER TREATMENT	148.44
	PLATT ELECTRIC		SOURCE OF SUPPLY	149.11
	PLATT ELECTRIC		SOURCE OF SUPPLY	152.93
	PLATT ELECTRIC	CONDUIT FOR LIGHTS	WASTE WATER TREATMENT	694.80
147434	PROFORCE LAW ENFORC	HOLSTERS	POLICE PATROL	1,296.30
147435	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTIL ADMIN	16.20
	PUD	ACCT #202031134	PUMPING PLANT	18.32
	PUD	ACCT #203569751	STORM DRAINAGE	26.37
	PUD	ACCT #202794657	TRANSPORTATION	44.63
	PUD	ACCT #203199732	TRANSPORTATION	47.33
	PUD	ACCT #202368544	TRANSPORTATION	49.01
	PUD	ACCT #203430897	STREET LIGHTING	55.31
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	60.05
	PUD	ACCT #202288585	TRANSPORTATION	74.72
	PUD	ACCT # 222772634	TRANSPORTATION	76.56
	PUD	ACCT #202524690	PUMPING PLANT	111.07
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	135.95
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	154.36
	PUD	ACCT #202000329	PARK & RECREATION FAC	159.79
	PUD	ACCT #200223857	PARK & RECREATION FAC	197.35
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	206.79
	PUD	ACCT #202368551	PARK & RECREATION FAC	225.10
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	238.77
	PUD	ACCT #222025900	PUMPING PLANT	241.02
	PUD	ACCT #201021607	PARK & RECREATION FAC	280.10
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	284.63
	PUD	ACCT #201247699	STREET LIGHTING	285.78
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	392.30
	PUD	ACCT #201147253	PUMPING PLANT	525.31
	PUD	ACCT #201021698	PARK & RECREATION FAC	531.06
	PUD	ACCT #220824148	WASTE WATER TREATMENT	548.84
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,260.53
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,361.14
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,123.10
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,509.32
	PUD	ACCT #201577921	PUMPING PLANT	4,589.32
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,707.37
	PUD	ACCT #201420635	WASTE WATER TREATMENT	14,132.93
	PUD	ACCT #201721180	WASTE WATER TREATMENT	21,049.63
147436	REECE TRUCKING	DUMP FEES	ROADWAY MAINTENANCE	371.80
147437	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	2,990.70
147438	ROSEMOUNT ANALYTICAL	SENSOR AND PUMPS	SUNNYSIDE FILTRATION	1,346.52
147439	SAFeway INC.	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	144.28
147440	SEIBERT, RICK	UB REFUND	WATER/SEWER OPERATION	64.38
147441	SHI INTERNATIONAL	ADOBE PHOTOSHOP	POLICE PATROL	173.96
147442	SNO CO FINANCE	BUILD UP INTERCEPTOR #P204/P208	EQUIPMENT RENTAL	11,363.78
	SNO CO FINANCE		EQUIPMENT RENTAL	12,870.87
147443	SNO CO TREASURER	INMATE MEDICAL FEB 2021	DETENTION & CORRECTION	8,990.66
	SNO CO TREASURER	INMATE HOUSING FEB 2021	DETENTION & CORRECTION	41,355.57

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/31/2021 TO 3/31/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147444	SOLID WASTE SYSTEMS	TAILGATE SEAL RETAINER #J006/J007	EQUIPMENT RENTAL	446.34
	SOLID WASTE SYSTEMS	HYDRAULIC VALVE ASSEMBLY	EQUIPMENT RENTAL	1,183.51
147445	SONSRAY MACHINERY	ENGINE COOLANT	ER&R	308.88
	SONSRAY MACHINERY	ENGINE DIAGNOSE	EQUIPMENT RENTAL	4,780.95
147446	STAPLES	OFFICE SUPPLIES	UTILITY BILLING	30.59
147447	STATE PATROL	ACCESS USER FEE - Q1 2021	OFFICE OPERATIONS	600.00
147448	STRIPE RITE, INC.	CONCRETE	ROADWAY MAINTENANCE	3,943.54
147449	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	49.64
147450	USA BLUEBOOK	PIONEER ANALYTICAL BALANCE	WASTE WATER TREATMENT	1,884.91
147451	WELLS, AMANDA	UB REFUND	GARBAGE	207.27
147452	WRIGHT, GARY		WATER/SEWER OPERATION	208.78
147453	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	59.34
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	73.94
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	89.20
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	108.27
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	110.28
WARRANT SUBTOTAL:				220,303.66

Update
Index #15

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the April 9, 2021 in the amount \$1,472,158.14, paid by EFT Transactions and Check No.33411 through 33427.

COUNCIL ACTION:

Update
Index #16

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the April 7, 2021 claims in the amount of \$4,322,933.75 paid by EFT transactions and Check No.'s 147454 through 147609 with check numbers 133893, 135418, 141567 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-4

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 **\$4,322,933.75 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 147454 THROUGH 147609 WITH CHECK NUMBERS 133893, 135418, 141567 VOIDED,** 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 **12th DAY OF APRIL 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/7/2021 TO 4/7/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147454	US BANK US BANK	MARWAT14	ENTERPRISE D/S ENTERPRISE D/S	527,025.00
147455	PREMERA BLUE CROSS	CLAIMS PAID 3/21-3/27/21	MEDICAL CLAIMS	60,941.11
147456	PREMERA BLUE CROSS	PREMERA CLAIMS 03/28-03/31/21	MEDICAL CLAIMS	33,886.53
147457	PREMERA BLUE CROSS	PREMERA CLAIMS 4/1-4/3/21	MEDICAL CLAIMS	30,589.15
147458	LICENSING, DEPT OF LICENSING, DEPT OF LICENSING, DEPT OF	CPL	INTERGOVERNMENTAL INTERGOVERNMENTAL INTERGOVERNMENTAL	63.00 504.00 612.00
147459	LICENSING, DEPT OF	STATE GUN DEALERS LICENSE- 4	INTERGOVERNMENTAL	500.00
147460	ABOU-ZAKI, KAMAL	INTERPRETER SERVICE-ARABIC	COURTS	150.00
147461	ALL BATTERY SALES &	INTERSTATE GROUP H9 BATTERY	EQUIPMENT RENTAL	160.58
147462	AMAZON CAPITAL AMAZON CAPITAL AMAZON CAPITAL	T-45 TORX IMPACT UNIFORM LAWLESS TAMPER PROOF TORX, TORX SOCKET SET	PARK & RECREATION FAC POLICE ADMINISTRATION PARK & RECREATION FAC	10.59 42.51 158.87
147463	ANDERSON, KRISTEN ANDERSON, KRISTEN	PROTEM SERVICE 3/23, 3/24 PROTEM SERVICE 3/9, 3/10	MUNICIPAL COURTS MUNICIPAL COURTS	370.00 370.00
147464	ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP EQUIPMENT RENTAL	6.56 58.04
147465	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	49.45
147466	BAH, NJEMEH	UB REFUND	WATER/SEWER OPERATION	243.36
147467	BICKFORD FORD	SPARK PLUG, IGNITION COIL	EQUIPMENT RENTAL	523.40
147468	BIGELOW, JEFFREY & B	UB REFUND	WATER/SEWER OPERATION	234.19
147469	BILLING DOCUMENT SPE	BILL PRINTING SERVICE - 3/16-3/22/21	UTILITY BILLING	3,149.74
147470	BISHOP, JERRALYN	UB REFUND	WATER/SEWER OPERATION	145.24
147471	BORUCK, JOEL & KIM		WATER/SEWER OPERATION	245.96
147472	BOSTEC	PBT SUPPLIES	POLICE PATROL	231.17
147473	BOYS & GIRLS CLUBS	CDBG-MARYSVILLE CAPITAL PROJECT	COMMUNITY	55,047.85
147474	BRUBAKER, R	UB REFUND	GARBAGE	20.53
147475	CASCADE COLUMBIA	PAX-XL	WASTE WATER TREATMENT	13,744.87
147476	CASCADE NATURAL GAS	NATURAL GAS 2/12-3/16/21	WATER FILTRATION PLANT	2,492.00
147477	CASCADE RECREATION	LITTLE TYKES SPIRAL SLIDE SECTION	PARK & RECREATION FAC	673.29
147478	CI SECURITY	SECURITY ASSESMENT PHASE 1	COMPUTER SERVICES	2,475.00
147479	CLEAN CUT TREE & STU	VEGETATION REMOVAL 8411 55TH AVE NE	ROADSIDE VEGETATION	1,530.20
147480	COASTAL FARM & HOME	BOOT REPLACEMENT KINNEY	TRANSPORTATION	96.17
147481	CONNELLY, PATRICK CONNELLY, PATRICK	TRAVEL REIMBURSEMENT PERDIEM-CONNELLY	POLICE PATROL PRO ACT TEAM	267.97 274.50
147482	CORE & MAIN LP	MAX-12 CLAY	STORM DRAINAGE	208.94
147483	CRAIG, JEANETTE	ACTIVITY CANCELLATION REFUND	PARKS-RECREATION	12.00
147484	DESANTIS, ANNE	INTERPRETER SERVICE-SPANISH	COURTS	150.00
147485	DICKS TOWING	TOWING	POLICE PATROL	77.47
147486	DUNFORD, TARA	GASB 68 WORKSHEET/FINANCIALS	FINANCE-GENL	400.00
147487	E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER	LEXEL SEALANT REDI MIX CONCRETE FASTENERS OUTLET, ELECTRICAL TAPE CABLE, FASTENERS	PARK & RECREATION FAC PARK & RECREATION FAC STORM DRAINAGE OPERA HOUSE PARK & RECREATION FAC	8.91 15.08 16.15 21.89 208.28
147488	EAGLE FENCE EAGLE FENCE	FENCE REPAIR 55TH & 80TH ST DIP INGRAHAM BLVD FENCE REPAIR	STORM DRAINAGE STORM DRAINAGE	513.71 650.34
147489	EAST JORDAN IRON WOR	RISERS, PENTAGON KEY	WATER DIST MAINS	685.75
147490	EMPLOYMENT SECURITY	EMPLOYMENT SECURITY BENEFIT CHARGES	EMPLOYEE BENEFIT	8,381.23
147491	ESPINOZA, JOSHUA & K	UB REFUND	WATER/SEWER OPERATION	12.69
147492	EVERETT STAMP WORKS EVERETT STAMP WORKS	SUPPLIES	OFFICE OPERATIONS POLICE ADMINISTRATION	26.83 41.42
147493	EWING IRRIGATION	FERTILIZER, HERBICIDE	PARK & RECREATION FAC	5,021.84
147494	FERRI, ELAINE	UB REFUND	GARBAGE	345.93
147495	FIRSTTWO, INC.	PROFESSIONAL SERVICES	POLICE INVESTIGATION	5,246.40
147496	FLETCHER, TONY	UB REFUND	WATER/SEWER OPERATION	73.41
147497	FTRS, LLC	RECOVER WA EXCISE TAX ON FUEL	MAINTENANCE	19.63

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147497	FTRS, LLC	RECOVER WA EXCISE TAX ON FUEL	PARK & RECREATION FAC	141.68
	FTRS, LLC		UTIL ADMIN	374.04
	FTRS, LLC		SOLID WASTE OPERATIONS	601.78
	FTRS, LLC		GENERAL	785.14
147498	GALLS, LLC	UNIFORM - ALBANESE	POLICE PATROL	28.43
	GALLS, LLC	UNIFORM - GIBBS	DETENTION & CORRECTION	28.43
	GALLS, LLC	UNIFORM - ALBANESE	POLICE PATROL	50.79
	GALLS, LLC		POLICE PATROL	103.23
	GALLS, LLC	UNIFORM - GIBBS	DETENTION & CORRECTION	103.29
	GALLS, LLC	UNIFORM - ALBANESE	POLICE PATROL	166.07
	GALLS, LLC	UNIFORM - GIBBS	DETENTION & CORRECTION	325.54
	GALLS, LLC		DETENTION & CORRECTION	452.60
147499	GEDDES, BRENDA	TRAINING	ENGR-GENL	35.00
147500	GEOTEST SERVICES INC	PERIOD ENDING 2/28/21	GMA - STREET	4,920.80
147501	GERFIN, BRYANT	PERDIEM-GERFIN	PRO ACT TEAM	274.50
147502	GOVERNMENTJOBS.COM	TEXT MESSAGING SUBSCRIPTION	PERSONNEL ADMINISTRATION	361.76
147503	GRAINGER	MAGNETIC STIR BAR RETRIEVAL	WASTE WATER TREATMENT	129.53
	GRAINGER	WATER HOSE/NOZZLE	WASTE WATER TREATMENT	201.30
	GRAINGER	LIQUID THERMOMETER	WASTE WATER TREATMENT	255.86
147504	GREENHAUS PORTABLE	PORTABLE RESTROOM 152ND SOCCER	RECREATION SERVICES	200.00
147505	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	399.00
147506	HAMILTON, TRACY & LE	UB REFUND	WATER/SEWER OPERATION	85.77
147507	HANSON, LORNA		WATER/SEWER OPERATION	174.94
147508	HD FOWLER COMPANY	FLXFL TEE/ADAPT/BOLT KIT	SOURCE OF SUPPLY	537.41
	HD FOWLER COMPANY	RISERS	WATER SERVICES	1,309.70
147509	HDR ENGINEERING	PROFESSIONAL SERVICE 1/31-2/27/21	GMA - STREET	5,958.66
	HDR ENGINEERING		GMA - STREET	16,972.37
147510	HENDERSON, LISA	UB REFUND	WATER/SEWER OPERATION	6.53
147511	HILTI INC	CORE BIT	GENL GVRNMNT SERVICES	372.06
147512	HINRICKSEN, MARK & C	UB REFUND	WATER/SEWER OPERATION	20.97
147513	HOME DEPOT USA	DOCAPOLE CLEANING KIT	WATER FILTRATION PLANT	131.15
	HOME DEPOT USA		WATER FILTRATION PLANT	262.30
147514	HOUSING HOPE	CDBG-BEACHWOOD APARTMENT	COMMUNITY	4,157.93
	HOUSING HOPE	CDBG-RENTAL ASSIST	COMMUNITY	15,996.00
147515	HUDSON, PAUL	REFUND PERMIT - OPERA HOUSE	GENERAL FUND	250.00
	HUDSON, PAUL		PARKS-RENTS & ROYALTIES	405.00
	HUDSON, PAUL		PARKS-RENTS & ROYALTIES	1,550.00
147516	HYLARIDES, LETTIE	INTERPRETER SERVICE-SPANISH	COURTS	100.00
	HYLARIDES, LETTIE		COURTS	100.00
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	162.50
147517	ICONIX WATERWORKS	COPPER TUBING	WATER/SEWER OPERATION	1,544.41
147518	IMSA	CERTIFICATION KINNEY	TRANSPORTATION	40.00
147519	IRON MOUNTAIN	ROCK	WASTE WATER TREATMENT	620.87
147520	JONES, AIMIE	REFUND DUE TO COVID-19 OPERA HOUSE	PARKS-RENTS & ROYALTIES	400.00
147521	JONES, CHRIS	TRAVEL REIMBURSEMENT	DETENTION & CORRECTION	86.40
147522	JULZ ANIMAL HOUS	K9 SUPPLIES	K9 PROGRAM	38.01
147523	KEEFE, RYAN M	REGISTRATION KEEFE	UTIL ADMIN	30.00
147524	LASTING IMPRESSIONS	UNIFORM HATS	POLICE PATROL	28.42
	LASTING IMPRESSIONS	UNIFORMS	POLICE ADMINISTRATION	109.57
147525	LENNAR NORTHWEST INC	UB REFUND 3345 80TH AVE NE 98270	WATER/SEWER OPERATION	330.81
147526	LENNAR NORTHWEST INC	UB REFUND 3353 80TH AVE NE 98270	WATER/SEWER OPERATION	333.14
147527	LENNAR NORTHWEST INC	UB REFUND 3522 80TH AVE NE 98270	WATER/SEWER OPERATION	383.08
147528	LES SCHWAB TIRE CTR	DEEP TRACTION RETREAD	ER&R	506.50
147529	LGI HOMES	UB REFUND 8710 56TH ST NE 98270	WATER/SEWER OPERATION	79.66
	LGI HOMES		WATER/SEWER OPERATION	200.00
147530	LGI HOMES	UB REFUND 8726 56TH ST NE 98270	WATER/SEWER OPERATION	107.66
	LGI HOMES		WATER/SEWER OPERATION	200.00

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147531	LOWES HIW INC	RACHET AND SOCKETS	PARK & RECREATION FAC	105.73
147532	MANGUNE, ULYSSES L	INTERPRETER SERVICE-TAGALOG	COURTS	130.00
147533	MARTIN, MARCUS MATTH	UB REFUND	WATER/SEWER OPERATION	201.73
147534	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE ADMINISTRATION	72.63
	MARYSVILLE PRINTING	PRINTING SERVICES	PROBATION	252.76
	MARYSVILLE PRINTING		MUNICIPAL COURTS	758.27
147535	MARYSVILLE, CITY OF	UTILITIES 4202 59TH DR NE	PARK & RECREATION FAC	20.38
	MARYSVILLE, CITY OF	UTILITIES 15524 SMOKEY POINT BLVD	PUBLIC SAFETY BLDG	200.76
	MARYSVILLE, CITY OF	IRRIGATION 6302 152ND ST NE	PARK & RECREATION FAC	395.14
147536	MCCONNELL, MARK	UB REFUND	WATER/SEWER OPERATION	33.79
147537	MCMaster-CARR	LOW-PRESSURE CLAMP-ON CONNECTOR	WASTE WATER TREATMENT	301.50
147538	MCSWEENEY, RALPH	UB REFUND	GARBAGE	22.61
147539	MOUNT, HERMAN	LEOFF I REIMBURSEMENT	POLICE ADMINISTRATION	883.20
147540	NAGEL, ILENE	UB REFUND 16709 41ST DR #B 98223	WATER/SEWER OPERATION	181.13
147541	NAPA AUTO PARTS	ANTIFREEZE/BATTERY TESTER	SMALL ENGINE SHOP	94.33
	NAPA AUTO PARTS	AIR/OIL FILTERS	ER&R	132.89
147542	NATIONAL BARRICADE	TRAFFIC SIGNS	TRANSPORTATION	1,185.38
147543	NEGRON, DAVID	PERDIEM - NEGRON	PRO ACT TEAM	274.50
147544	NELSON, FRANKLIN	PERDIEM-NELSON	PRO ACT TEAM	274.50
147545	NUBER, CLARK PS	SERVICES THROUGH 3/22/21	FINANCE-GENL	4,489.00
147546	NURNBERG SCIENTIFIC	ROSS PH PROBE	WATER QUAL TREATMENT	832.42
147547	OFFICE DEPOT	CREDIT MEMO 156420655001	ENGR-GENL	-11.81
	OFFICE DEPOT		UTIL ADMIN	-11.80
	OFFICE DEPOT	SUPPLIES	OFFICE OPERATIONS	15.84
	OFFICE DEPOT		POLICE INVESTIGATION	77.44
	OFFICE DEPOT		POLICE PATROL	288.44
147548	PALITZ, JUSTIN	REIMBURSE MEAL	WATER DIST MAINS	17.44
147549	PARAMETRIX	PROFESSIONAL SERVICE 1/31-2/27/21	SURFACE WATER CAPITAL	16,507.67
147550	PEACE OF MIND	COUNCIL MINUTES 03/22	CITY CLERK	153.00
147551	PEREZ, MANUEL	UB REFUND	GARBAGE	205.88
147552	PGC INTERBAY LLC	PROFESSIONAL SERVICE	MAINTENANCE	8.27
	PGC INTERBAY LLC		MAINTENANCE	45.00
	PGC INTERBAY LLC		MAINTENANCE	72.50
	PGC INTERBAY LLC		MAINTENANCE	119.38
	PGC INTERBAY LLC		MAINTENANCE	124.25
	PGC INTERBAY LLC		PRO-SHOP	129.46
	PGC INTERBAY LLC		PRO-SHOP	145.23
	PGC INTERBAY LLC		PRO-SHOP	210.00
	PGC INTERBAY LLC		MAINTENANCE	889.00
	PGC INTERBAY LLC		MAINTENANCE	2,121.38
	PGC INTERBAY LLC		GOLF COURSE	12,429.50
147553	PILCHUCK RENTALS	DIAMOND BLADE DELUX-CUT	SIDEWALK MAINTENANCE	98.32
147554	POSTAL SERVICE	POSTAGE	OFFICE OPERATIONS	2,000.00
147555	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	28.80
147556	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF APRIL 2021	GOLF ADMINISTRATION	9,016.15
147557	PROFORCE LAW ENFORC	TASER CARTRIDGES	POLICE TRAINING-FIREARMS	5,290.12
147558	PROTOCOL PLUMBING	BATHROOM REPAIR JENNINGS PARK	PARK & RECREATION FAC	360.69
147559	PUD	ACCT #205026479	STREET LIGHTING	1.41
	PUD	ACCT #204584361	STREET LIGHTING	2.02
	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #204933311	PUMPING PLANT	16.44
	PUD	ACCT #222871949	PARK & RECREATION FAC	17.01
	PUD	ACCT #201065281	PARK & RECREATION FAC	17.72
	PUD	ACCT #201380995	PUMPING PLANT	17.86
	PUD	ACCT #200998532	PARK & RECREATION FAC	18.14
	PUD	ACCT #202791166	PUMPING PLANT	19.80
	PUD	ACCT #202012589	PARK & RECREATION FAC	23.91
	PUD	ACCT #201668048	PARK & RECREATION FAC	26.19

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147559	PUD	ACCT #202476438	SEWER LIFT STATION	27.84
	PUD	ACCT #202499489	COMMUNITY EVENTS	28.17
	PUD	ACCT #205026479	STREET LIGHTING	28.26
	PUD	ACCT #201610185	TRANSPORTATION	28.54
	PUD	ACCT #200650745	TRANSPORTATION	28.92
	PUD	ACCT #202178158	SEWER LIFT STATION	29.69
	PUD	ACCT #202694337	TRANSPORTATION	36.62
	PUD	ACCT #204584361	STREET LIGHTING	40.40
	PUD	ACCT #201670890	TRANSPORTATION	40.70
	PUD	ACCT #202140489	TRANSPORTATION	42.88
	PUD	ACCT #201672136	SEWER LIFT STATION	44.60
	PUD	ACCT #202368536	TRANSPORTATION	45.56
	PUD	ACCT #203005160	STREET LIGHTING	50.39
	PUD	ACCT #202102190	TRANSPORTATION	52.01
	PUD	ACCT #200827277	TRANSPORTATION	52.65
	PUD	ACCT #200571842	TRANSPORTATION	56.36
	PUD	ACCT #220792733	STREET LIGHTING	56.36
	PUD	ACCT #220298624	STREET LIGHTING	65.27
	PUD	ACCT #202143111	TRANSPORTATION	68.41
	PUD	ACCT #200869303	TRANSPORTATION	70.52
	PUD	ACCT #202557450	STREET LIGHTING	73.82
	PUD	ACCT #202490637	SEWER LIFT STATION	83.44
	PUD	ACCT #203231006	TRANSPORTATION	94.89
	PUD	ACCT #202294336	STREET LIGHTING	95.03
	PUD	ACCT #202572327	STREET LIGHTING	101.17
	PUD	ACCT #200084036	TRANSPORTATION	105.05
	PUD	ACCT #202463543	SEWER LIFT STATION	109.41
	PUD	ACCT #202576112	STREET LIGHTING	122.38
	PUD	ACCT #220761803	OPERA HOUSE	123.67
	PUD	ACCT #202689105	WASTE WATER TREATMENT	125.17
	PUD	ACCT #202030078	TRANSPORTATION	130.81
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	151.84
	PUD	ACCT #200790061	PARK & RECREATION FAC	157.84
	PUD	ACCT #220731285	STREET LIGHTING	163.99
	PUD	ACCT #203223458	PARK & RECREATION FAC	164.77
	PUD	ACCT #220761175	OPERA HOUSE	166.42
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #202604203	STREET LIGHTING	209.07
	PUD	ACCT #200084150	TRANSPORTATION	276.86
	PUD	ACCT #200070449	TRANSPORTATION	294.14
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	299.26
	PUD	ACCT #200625382	SEWER LIFT STATION	496.38
	PUD	ACCT #200479541	COMMUNITY CENTER	619.14
	PUD	ACCT #202689287	WASTE WATER TREATMENT	845.11
	PUD	ACCT #200586485	SEWER LIFT STATION	1,129.26
	PUD	ACCT #202576112	STREET LIGHTING	2,447.58
	PUD	ACCT #202604203	STREET LIGHTING	4,181.45
147560	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	30.97
147561	QUADIENT LEASING USA	METER TAPE	MUNICIPAL COURTS	20.19
147562	REECE TRUCKING	DUMP FEES	ROADWAY MAINTENANCE	275.40
	REECE TRUCKING		ROADWAY MAINTENANCE	341.82
147563	REEVES, JUDY	UB REFUND	WATER/SEWER OPERATION	132.58
147564	RETIREMENT SYSTEMS	OLD AGE SURVIVOR INSURANCE FEE	PERSONNEL ADMINISTRATION	167.58
147565	RH2 ENGINEERING INC	PROFESSIONAL SERVICES TO 2/28/21	SOURCE OF SUPPLY	1,366.23
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	6,752.62
147566	SEATTLE GOODWILL	CDBG-COVID-19 RELIEF	COMMUNITY	1,433.79
147567	SHERWIN WILLIAMS	PAINT	OPERA HOUSE	552.05
147568	SHRED-IT US	MONTHLY SERVICE FEES	PERSONNEL ADMINISTRATION	4.56

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147568	SHRED-IT US	SHREDDING SERVICES	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US	ON-SITE REGULAR SERVICE 3/26/21	CITY CLERK	5.55
	SHRED-IT US		UTILITY BILLING	5.55
	SHRED-IT US	RECORD DESTRUCTIONS	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
147569	SIGNARAMA	REMOVAL/INSTALL NEW SIGN	PARK & RECREATION FAC	5,779.67
147570	SMITH, BRAD	TRAVEL REIMBURSEMENT	POLICE PATROL	133.78
147571	SNO CO TREASURER	2021 REAL ESTATE TAXES	PARK & RECREATION FAC	17.56
	SNO CO TREASURER		WATER RESERVOIRS	451.32
	SNO CO TREASURER		WATER RESERVOIRS	7,861.99
147572	SOLID WASTE SYSTEMS	SWITCH PANEL MODULE	ER&R	927.81
147573	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	202.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
147574	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3154	CITY CLERK	29.40
147575	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3155	CITY CLERK	29.40
147576	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3172	CITY CLERK	29.40
147577	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3173	CITY CLERK	29.40
147578	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3159	CITY CLERK	30.80
147579	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3161	CITY CLERK	32.20
147580	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3162	CITY CLERK	33.60
147581	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3160	CITY CLERK	33.60
147582	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3163 & 3164	CITY CLERK	63.00
147583	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3177 - 3179	CITY CLERK	70.00
147584	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3174-3176	CITY CLERK	71.40
147585	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3169 & 3171	CITY CLERK	74.20
147586	SOUND PUBLISHING	PUBLICATION OF 2021-22 BUDGET	CITY CLERK	98.00
147587	SOUND PUBLISHING	PUBLICATION OF ORDINANCE 3165 & 3168	CITY CLERK	110.60
147588	SOUND SAFETY	UNIFORM REPLACEMENT GUNN	UTIL ADMIN	232.37
147589	STAPLES	2 HOLE PUNCH	FINANCE-GENL	28.95
147590	STRIDER CONSTRUCTION	PAY ESTIMATE #11	GMA - STREET	353,411.28
147591	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	67.00
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	1,507.50
147592	TJAARDA, JOHN	UB REFUND	WATER/SEWER OPERATION	89.49
147593	TRAFFIC SAFETY SUPPL	POSTS AND ANCHORS	TRANSPORTATION	3,030.34
147594	TRANSPO GROUP	PROFESSIONAL SERVICE THROUGH 2/26/21	GMA - STREET	3,358.87
	TRANSPO GROUP		GMA - STREET	15,485.45
147595	TRANSPORTATION SOLUT	PROFESSIONAL SERVICE 1/1-3/15/21	GMA - STREET	3,897.96
147596	TU, PAUL	INTERPRETER SERVICE-VIETNAMESE	COURTS	100.00
147597	TUDDER, TOM	UB REFUND	WATER/SEWER OPERATION	23.65
147598	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	157.61
	ULINE	TABLE, SHELVING, CASTERS	WASTE WATER TREATMENT	1,399.84
147599	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	16.05
147600	VERIZON	AMR LINES	METER READING	296.42
147601	WASTE MANAGEMENT	YARD WASTE/RECYCLING MARCH 2021	RECYCLING OPERATION	143,921.02
147602	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	68.54
147603	WEHR, MARILYN/RICH/S	UB REFUND	WATER/SEWER OPERATION	235.93
147604	WEST, ANDREW		WATER/SEWER OPERATION	238.58
147605	WHITE, JOSHUA		WATER/SEWER OPERATION	20.72

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/7/2021 TO 4/7/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147606	WISEMAN, GARRETT	PERDIEM-WISEMAN	PRO ACT TEAM	274.50
147607	UNCLAIMED PROPERTY WOODLEY, JESSICA	UB REFUND	WATER/SEWER OPERATION	166.82
147608	WPTA	2021 DUES - LANGDON	FINANCE-GENL	40.00
	WPTA	2021 CONFERENCE REGISTRATION - LANGDON	FINANCE-GENL	125.00
147609	ZIPLY FIBER	PHONE LINES	POLICE ADMINISTRATION	57.32
	ZIPLY FIBER		POLICE PATROL	57.32
	ZIPLY FIBER		COMMUNICATION CENTER	57.32
	ZIPLY FIBER		UTILITY BILLING	57.32
	ZIPLY FIBER		GENERAL	57.32
	ZIPLY FIBER		GOLF ADMINISTRATION	57.32
	ZIPLY FIBER		CITY HALL	57.36
	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	57.96
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	58.15
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	59.34
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	59.49
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	61.44
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	67.52
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	81.98
	ZIPLY FIBER	PHONE LINES	COMMUNITY	114.64
	ZIPLY FIBER		DETENTION & CORRECTION	114.64
	ZIPLY FIBER		OFFICE OPERATIONS	114.64
	ZIPLY FIBER		COMMUNITY CENTER	114.64
	ZIPLY FIBER		GOLF ADMINISTRATION	114.64
	ZIPLY FIBER		RECREATION SERVICES	229.29
	ZIPLY FIBER		WASTE WATER TREATMENT	286.61
	ZIPLY FIBER		UTIL ADMIN	286.61

WARRANT TOTAL: 4,323,207.65

LESS VOIDED CHECK #: 141567	CHECK LOST/DAMAGED	(\$17.44)
LESS VOIDED CHECK #: 135418	CHECK LOST/DAMAGED	(\$20.53)
LESS VOIDED CHECK #: 133893	CHECK LOST/DAMAGED	(\$235.93)

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: 4,322,933.75

Index #8

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

CITY COUNCIL MEETING DATE: April 12, 2021

AGENDA ITEM: Emergency Management Performance Grant (EMPG) COVID-19 Supplemental Grant Agreement - REVISED	
PREPARED BY: Diana Rose	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: EMPG-S COVID-19 REVISED Grant Agreement	
This replaces the previous approved grant contract for \$12,741	
BUDGET CODE: EMPG 00100334.340180.G1802	AMOUNT: \$15,798
SUMMARY: The purpose of this supplemental grant is to assist the city in supporting the prevention of, preparation for, response to, and recovery from the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency.	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor or sign and execute _____.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute _____.</p>

Washington State Military Department

EMERGENCY MANAGEMENT PERFORMANCE GRANT COVID-19 SUPPLEMENTAL AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Marysville, City of 1049 State Avenue Marysville, WA 98270-4234		2. Grant Agreement Amount: \$15,798		3. Grant Agreement Number: E20-245 Revised	
4. Subrecipient Contact, phone/email: Diana Rose, 360-363-8096 drose@marysvillewa.gov		5. Grant Agreement Start Date: January 27, 2020		6. Grant Agreement End Date: December 31, 2021	
7. Department Contact, phone/email: Zoie Choate, 253-512-7461 zoie.choate@mil.wa.gov		8. Data Universal Numbering System (DUNS): 076658673		9. UBI # (state revenue): 314-000-001	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMS-2020-EP-00009-S01		12. Federal Award Date: 04/19/2020		13. Assistance Listings # (formerly CFDA) & Title: 97.042 (20EMPG-S)	
14. Total Federal Amount: \$2,126,974		15. Program Index # & OBJ/SUB-OBJ: 703PS NZ			16. EIN 91-6001459
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44 (BY CONGRESSIONAL DISTRICT): 2		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, response to, and recovery from the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. The Department is the Recipient and Pass-through Entity of the 20EMPG-S DHS Award Letter for Grant No.EMS-2020-EP-00009-S01, which is incorporated in and attached hereto as Attachment F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Work Plan (Attachment C); Timeline (Attachment D); Budget (Attachment E); 20EMPG-S Award Letter EMS-2020-EP-00009-S01 (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 4. Special Terms and Conditions 2. DHS/FEMA Award and program documents 5. General Terms and Conditions, and, 3. Work Plan, Timeline, and Budget 6. Other provisions of the Agreement incorporated by reference					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature		_____ Date	_____ Signature		_____ Date
Regan Anne Hesse, Chief Financial Officer Washington State Military Department			Jon Nehring, Mayor City of Marysville		
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez 05/09/2020 Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date		

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Diana Rose	Name	Zoie Choate
Title	Risk/Emergency Manager	Title	Program Coordinator
E-Mail	drose@marysvillewa.gov	E-Mail	zoie.choate@mil.wa.gov
Phone	360-363-8096	Phone	253-512-7461
Name	Jenn Brown	Name	Reagan Bush
Title	Emergency Preparedness Coord.	Title	Program Manager
E-Mail	jbrown@marysvillewa.gov	E-Mail	reagan.bush@mil.wa.gov
Phone	360-363-8722	Phone	253-512-7463
Name		Name	Tirzah Kincheloe
Title		Title	Program Manager
E-Mail		E-Mail	tirzah.kincheloe@mil.wa.gov
Phone		Phone	253-512-7456

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-00009-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 20EMPG-S funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 20EMPG-S funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-

00009-S01 in Attachment F, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 20EMPG-S federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment F of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414 (f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment D) and, once approved, submit those costs on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel

sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Attachment E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. None of the funds awarded under this Agreement may duplicate the same costs already paid for with funding under FEMA's Public Assistance Program or any other Federal program.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment C) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.

- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. description of the property
 - B. manufacturer's serial number, model number, or other identification number
 - C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. who holds the title
 - F. acquisition date
 - G. cost of the equipment and the percentage of federal participation in the cost
 - H. location, use, and condition of the equipment at the date the information was reported
 - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG-S Program are listed in the 20EMPG-S NOFO and on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified in the 20EMPG-S NOFO or on the AEL as allowable under EMPG-S, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions (Attachment B, A.10). With the exception of the requirements in 2 CFR Part 200.319(b), regarding geographical preferences and 2 CFR Part 200.321 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms, which have been temporarily exempted by OMB Memo M-20-17. These exempted requirements will be reinstated upon notification from OMB that it has discontinued the exemption.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2020 federal preparedness funding, to include EMPG-S, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG-S funding from DHS/FEMA, to assist state, local, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing COVID-19 public health emergency as authorized by the *Coronavirus Aid, Relief, and Economic Security (CARES) Act*, Div. B (Pub. L. No. 116-136); section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

A portion of the 20EMPG-S is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

1. The Subrecipient shall use the EMPG-S funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
2. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
3. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG-S budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment E). To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
4. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
5. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW)/Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional TEPW/IPPW.
6. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Policy FP 207-008-064-1 (<https://www.fema.gov/media-library/assets/documents/34856>), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. See DHS/FEMA's Information Bulletin 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants https://www.fema.gov/media-library-data/1532096548973-d6869629eef3ce43b92691f4254829dc/Training_Course_Review_and_Approval_IB_Final_7_19_18_508.pdf. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 20EMPG-S funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 20EMPG-S Award Letter and its incorporated documents for DHS Grant No. EMS-2020-EP-00009-S01, which are incorporated and made a part of this Agreement as Attachment F.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.93 for all other purposes.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in “covered transactions” by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “Debarred Contractor List” (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions. As per OMB Memo 20-17, certain procurement requirements have been temporarily exempted. For details, refer to the Special Terms and Conditions, Section 6(a).

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction,

completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the Department encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless

the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of

request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants,

agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts

so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

WORK PLAN

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

Emergency Management Organization: City of Marysville

The purpose of EMPG-S funds is to assist state, local, and tribal emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Funding will be used to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. EMPG-S grant funds are intended to support the National Preparedness Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats and hazards that pose the greatest risk to the security of the Nation.

Program Area #1 Title	
Personal Protective Equipment (PPE)	
WORK PLANNED	RESULT OF THE WORK
Purchase fitted respirator masks for Law Enforcement Officers (LEOs) who serve the city.	LEOs will have masks with reinforced fittings that will help minimize exposure to airborne particles and microorganisms. This will assist in protecting LEOs from contamination, as well as protecting the community they serve.

Program Area #2 Title	
Public Outreach	
WORK PLANNED	RESULT OF THE WORK
Printing of materials that will be used during Spring and Summer 2021 scheduled outdoor events. EM will be participating with Parks in a series of outdoor events in 2021.	EM will have materials for distribution that will help the community be better prepared and educated on EM subjects, including COVID-19.

TIMELINE

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

DATE	TASK
January 27, 2020	Grant Agreement Start Date
July 31, 2021	Submit reimbursement request
December 31, 2021	Grant Agreement End Date
February 15, 2022	Submit final reimbursement request, final report, and/or other deliverables.

BUDGET

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

20EMPG-S AWARD \$ **15,798.00**

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Salaries & Benefits	\$ -	\$ 15,798
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ 15,798	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ 15,798	\$ 15,798
TRAINING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		<i>0%</i>	
TOTAL Grant Agreement AMOUNT:		\$ 15,798	\$ 15,798

- The Subrecipient will provide a match of **\$15,798** of non-federal origin, 50% of the total project cost (local budget plus EMPG-S award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 703PS – EMPG-S

**20EMPG-S Award Letter
EMS-2020-EP-00009-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Tirzah Kincheloe
Military Department, Washington State
20 Aviation Drive
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2020-EP-00009

Dear Tirzah Kincheloe:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) has been approved in the amount of \$2,126,974.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,126,974.00 of non-Federal funds, or 50 percent of the total approved project costs of \$4,253,948.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.



BRIDGET ELLEN BEAN GPD Assistant Administrator



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)

GRANTEE: Military Department, Washington State
PROGRAM: Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)
AGREEMENT NUMBER: EMS-2020-EP-00009-S01

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Article I - Summary of Award

Washington State Military Department is awarded a total federal allocation in the amount of \$2,126,974.00 under the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) to assist with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency, in accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136).

Article II - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article V - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article VI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Notice of Funding Opportunity Requirements


All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

BUDGET COST CATEGORIES

Personnel	\$488,627.00
Fringe Benefits	\$181,427.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$95,875.00
Contractual	\$3,433,380.00
Construction	\$0.00
Indirect Charges	\$54,639.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMS-2020-EP-00009-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03217N2020T		
6. RECIPIENT NAME AND ADDRESS Military Department, Washington State 20 Aviation Drive Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askesid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 01/27/2020	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 01/27/2020 To: 01/26/2022 Budget Period 01/27/2020 01/26/2022			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)	97.042	2020-FC-GA01-P410- -4101-D	\$0.00	\$2,126,974.00	\$2,126,974.00	See Totals
			\$0.00	\$2,126,974.00	\$2,126,974.00	\$2,126,974.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Tirzah Kincheloc, Mrs					DATE Wed Apr 29 22:13:06 GMT 2020	
18. FEMA SIGNATORY OFFICIAL (Name and Title)  SHENAUZ SUBRINA WONG , Assistance Officer					DATE Wed Apr 29 17:06:06 GMT 2020	

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

AGENDA ITEM:	
Professional Services Agreement – Geddes Remediation Design and Permitting	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	<i>cc</i>
DEPARTMENT:	
Public Works (Engineering)	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
40250594.563000, D1901	\$374,939.37
SUMMARY:	
<p>The lagoon on the former Geddes property has been contaminated from prior uses, and requires clean up prior to development. The City desires to expand the Ebey Waterfront Park onto this site. The Geddes Remediation project proposes to fill the lagoon, and to mitigate stormwater and environmental impacts, which require a federal permit from the US Army Corps of Engineers (COE). This work includes a reroute of the existing stormwater outfall from the lagoon to Ebey Slough. The attached Professional Services Agreement with Parametrix, Inc. includes scope to design and provide permitting services.</p>	
RECOMMENDED ACTION:	
<p>Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with Parametrix, Inc. for design and permitting services for the Geddes Remediation Project.</p>	
RECOMMENDED MOTION:	
<p>I move to authorize the Mayor to sign and execute the Professional Services Agreement with Parametrix, Inc.</p>	

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PARAMETRIX, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Parametrix, Inc., a corporation, organized under the laws of the state of Washington, located and doing business at 719 2nd Avenue, Suite 200, Seattle, WA 98104 (“Consultant”).

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

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. TERM. The term of this Agreement shall commence on _____ and shall terminate at midnight on December 31, 2022. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Three hundred-seventy-four-thousand, nine-hundred-thirty-nine dollars and thirty-seven cents (\$374,939.37)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the

proposed delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

4.6 INDEMNITY.

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

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

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

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

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

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

4.10 EMPLOYMENT.

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

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

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

Steven Miller, P.E.

80 Columbia Avenue

Marysville, WA 98270

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

PARAMETRIX, INC.

Benn Burke

719 2nd Avenue, Suite 200

Seattle, WA 98104

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

PARAMETRIX, INC.

By _____
_____(Name)
Its: _____(Title)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT A- SCOPE OF WORK

City of Marysville Geddes Marina Phase 2 Remediation Design and Permitting

PROJECT BACKGROUND

The City of Marysville (City) owns property on Ebey Slough, a tidal distributary of the Snohomish River, that are formerly the sites of the Geddes Marina at 1326 First Street in Marysville, Washington. Historically, the property was used for timber- and marine-related operations. A former log pond was modified to be the marina boat basin (referred to as the on-site lagoon). A weir formerly controlled tidal inflow and discharge from the lagoon. The weir is non-operational but partially remains. Sediment has accumulated behind the weir structure. A municipal stormwater outfall is present at the north end of the lagoon and stormwater and tidal waters discharge to Ebey Slough south from the derelict weir structure. The Geddes Marina property is currently vacant, with no buildings/structures present.

In 2016, the City initiated an interim remedial action (Phase 1 Remediation Project) on upland portions of the Geddes Marina property, which included the removal of existing structures and the placement of a cap of 6 inches of clean, imported soil. In 2018 the City initiated work on two associated projects: the Ebey Waterfront Park Expansion project, which would expand the adjoining Ebey Waterfront Park onto the Geddes Marina property, and the Downtown Stormwater Treatment (DSTP) project, which is a stormwater retrofit project to treat stormwater runoff from downtown Marysville. The DSTP facility will be located on an upland area at the Geddes Marina site adjoining Front Street. Parametrix has been supporting both projects by providing survey, utility location, civil design, surface water design, critical areas assessments, endangered species act assessments, and environmental permitting support.

In 2020 the City completed a Remedial Investigation and Feasibility Study (RI/FS). The RI/FS was conducted on the site as an independent action. The RI/FS evaluated three cleanup alternatives for the site. Alternative 1 was no further action. Alternative 2 was to cap impacted sediment to the ordinary high-water mark (OHWM) of the former boat basin/lagoon area with imported clean material. Alternative 3 involved removal of impacted sediment from the lagoon through mechanical dredging. The RI/FS recommended that the City advance Alternative 2 as the Phase 2 remedial approach. The Phase 2 Remediation will be implemented as an independent action. The City will lead the coordination with Ecology to facilitate review and approval of the project. This scope of work includes the following tasks to support the City's implantation of the RI/FS Alternative 2 as the Phase 2 Remediation project:

TASK 1 – PROJECT ADMINISTRATION

Task 1.1 – Administration and Coordination

The purpose of this task is to provide oversight, communications, and management of the contract and scope of work. Work includes administrative project support, subconsultant management, project team coordination, and quality control/assurance program.

Activities:

- Prepare a project schedule.
- Prepare monthly billing review and invoices.
- Prepare monthly progress reports and project status updates.
- Conduct Subconsultant management and contracting.
- Monthly administrative project support.

Deliverables:

- Base Project Schedule
- Monthly invoices with progress reports and schedule updates

Task 1.2 – Team Meetings

The project includes up to six team meetings. Anticipated team meetings are:

- Kick off
- Alternatives Analysis Workshop
- Review of geotechnical exploration and additional survey prior to initiation of Preliminary Design
- Review of Preliminary Design and Associated Cost Estimate
- Review of Plans Specifications following City Review of 60% design
- Review of Plans Specifications following City Review of 90% design

General Project Assumptions:

- The budget provides for 16 months of project management (May 2021 through September 2022).
- All submittals will be in electronic file format. The City is responsible for publication and distribution of printed materials and notices, if necessary.
- All submittals include draft and final versions unless otherwise specified.
- Subconsultant contracting is limited to two firms.
- Oversight and review of subconsultant products is included in task-specific budgets.
- The project includes up to six team meetings. Anticipated team meetings are:
 - Kick off
 - Alternatives Analysis Workshop
 - Review of geotechnical exploration and additional survey prior to initiation of Preliminary Design
 - Review of Preliminary Design and Associated Cost Estimate
 - Review of Plans, Specifications, and Estimate following City Review of 60% design
 - Review of Plans, Specifications, and Estimate following City Review of 90% design
- The City selected alternative will be consistent with Alternative 2 identified in the RI/FS.
- This scope of work does not include additional remedial investigations. Previous investigations are sufficient for the implementation of the Phase 2 Remediation project.
- All meetings will be remote via MS Teams or similar platform.
- This scope of work does not include additional remedial investigations. Previous investigations are sufficient for the implementation of the Phase 2 Remediation project.

TASK 2 – ALTERNATIVES ANALYSIS AND PRELIMINARY DESIGN

The purpose of this phase is to evaluate alternatives for a stormwater pipeline to convey flows from the DSTP discharge location to Ebey Slough and to identify the preferred approach for the lagoon cap to advance to preliminary design. This task does not include revisiting the recommended remediation alternative identified in the RI/FS. This task will focus on evaluating alternative approaches to mitigate or manage anticipated settlement associated with the proposed cap and lagoon fill.

Task 2.1 – Alternatives Analysis

Activities:

- Evaluate two alternatives for the stormwater conveyance pipeline. Perform cost-benefit evaluations and determine the preferred stormwater conveyance pipeline alignment and configuration. Alternatives will include concepts for mitigating or managing settlement of the pipeline.
- Evaluate two alternatives for mitigating or managing anticipated settlement for the lagoon cap.
- Present the proposed approaches to City staff in a 2-hour workshop meeting (included in Task 1)
- Identify potential below-ground constraints and considerations.
- Perform preliminary hydraulic conveyance analysis for the stormwater pipeline.
- Provide planning level cost opinion for each alternative.
- Prepare an Alternatives Technical Memorandum (TM) to support preliminary design and permit applications.
- Prepare a Permit Matrix for the City-selected stormwater conveyance and lagoon cap alternatives.

Assumptions:

- One alternative will be consistent with the stormwater conveyance concept described under Alternative 2 in the RI/FS. One alternative will evaluate an easterly pipeline alignment. One alternative will evaluate a central pipeline alignment.
- Each alternative pipeline alignment will include an assessment of the feasibility of designing the pipeline to tolerate anticipated settlement versus the feasibility of constructing the pipeline to mitigate for anticipated settlement.
- The evaluation of alternatives for the lagoon cap will be limited to evaluating up to two grading concepts for managing or mitigating anticipated settlement resulting from the lagoon fill.
- The City will select the preferred lagoon cap and stormwater conveyance pipeline alternative prior to start of Tasks 2.2 and 2.3.

Deliverables:

- Alternatives TM
- Permit Matrix

2.2 – Geotechnical Characterization

The purpose of this task is to collect subsurface information of the site to support the evaluation of alternatives for the stormwater conveyance pipeline and lagoon cap and the preliminary and final design of the lagoon cap and stormwater conveyance pipeline.

Activities:

- Alternatives Analysis and Preliminary Design Support
 - Evaluate impacts the existing subsurface conditions will have on the design and long-term performance of the lagoon cap and up to three alignments for the stormwater conveyance pipeline (based on review of existing subsurface data of lagoon sediment and Geddes Marina).
 - Evaluate up to three alternatives for mitigation of settlement based on proposed fill/placement stormwater pipeline.
 - Evaluate anticipated impacts of a design level seismic event to the functionality of the stormwater conveyance system and alternatives for mitigation of seismic slope stability and liquefaction/lateral spreading.
 - Provide input for subgrade preparation and placement of lagoon fill
 - Provide input for excavation support for stormwater pipeline during construction.
 - Provide input of construction costs for alternatives for planning level cost evaluation
 - Prepare Geotechnical Alternatives TM
- Geotechnical Explorations for Lagoon Fill and Outfall Design
 - Generate Geotechnical Work Plan for borings once the preferred alignment for stormwater conveyance pipeline is selected.
 - Perform site reconnaissance and utility locates for borings.
 - Drill 2 Borings to explore subsurface conditions soils for installation of stormwater conveyance and evaluate compressibility of existing alluvial/marsh deposits within the stormwater conveyance pipeline alignment.
 - Submit samples for analytical testing for profiling cuttings
 - Prepare logs and assign laboratory testing for samples obtained during drilling.
 - Review profile testing of Geddes site and coordinate disposal.
- Geotechnical Support Services for Final Design
 - Construct 2 geologic profiles for evaluating potential differential settlements across lagoon and along stormwater outfall alignment
 - Estimate potential consolidation settlements due to placement of fill and stormwater conveyance pipeline.
 - Perform liquefaction analyses to determine depth of liquefaction.
 - Evaluate slope stability and potential of lateral spreading of the riverbank along the Slough
 - Provide earth pressures for stormwater pipeline energy dissipation vault design
 - Provide recommendations for fill placement in the lagoon
 - Provide recommendations to resist buoyancy for stormwater pipeline energy dissipation vault
 - Provide recommendations for utilities and earthwork
 - Provide recommendations for selected liquefaction mitigation method
 - Miscellaneous design support
 - Review geotechnical aspects of the plans and specifications
 - Prepare draft and final geotechnical report
- Participate in kick-off and up to 2 workshops/team meetings.

Assumptions:

- Proposed number of borings assumes that the preferred stormwater conveyance alignment has been selected prior to drilling.

- Scope includes analytical testing of cuttings from borings for profiling and disposal at a suitable facility and does not include environmental testing for purposes of characterization of subsurface soils.
- The drums can be left on the Geddes Marina site while they are being tested for contamination. HWA will coordinate the disposal of drummed investigation derived waste (IDW). IDW disposal estimate assumes that IDW meets Subtitle D landfill criteria and is not considered hazardous waste.
- All required rights of entry will be provided by others at no cost to HWA.
- Boring locations will be field located using handheld GPS and measurement from existing known features. Locations will be stakes for location during the supplemental survey.

Deliverables:

- Geotechnical Exploration Work Plan
- Geotechnical Alternatives TM
- Geotechnical Findings Report

Task 2.3 – Preliminary (30%) Design

Activities:

- Complete preliminary design drawings, including civil, structural, and landscape restoration drawings

The proposed plan sheets to be delivered for this task are listed as follows:

➤ Cover with Vicinity Map and Sheet Index	1 sheet
➤ Notes, Legend and Abbreviations	1 sheet
➤ Survey Notes and Control	1 sheet
➤ Grading and Drainage Plan	2 sheets at 1 inch = 20 feet scale
➤ Grading and Drainage Profiles	2 sheets
➤ Grading and Drainage Details	2 sheets
➤ Landscape Restoration Plan and Details	<u>1 sheet</u>
	10 sheets total

- Develop preliminary Engineer's Opinion of Probable Cost (EOPC).
- Identify supplemental field survey needs, including utility locates, and provide survey to base map.
- Conduct Supplemental Survey
- Coordinate design with ongoing DSTP and Ebey Waterfront Park development projects
- Perform hydraulic and civil design and prepare basis of design memorandum.

Assumptions:

- Significant conflicts with existing utilities or site features and are not anticipated. This will be identified and evaluated in Task 2.1.
- Supplemental survey is assumed to require up to two days of in the field and 12 hours of office time.
- Additional utility locates are not included. The City will provide additional survey location services, if needed.
- Key decisions will be made by the City during the Task 2.1 work including: preferences for stormwater pipeline alignment, and outfall energy dissipator type and location, preferences for the look and aesthetic considerations, a preferred approach to mitigate or manage settlement of lagoon cap, a preferred

approach to mitigate or manage settlement of the stormwater conveyance pipeline, and a preferred approach to providing the required compensatory wetland and shoreline mitigation.

- Stormwater pipeline and energy dissipater design will be coordinated with the ongoing DSTP design. It is imperative that the hydraulic characteristics of the pipeline and outfall consider upstream effects at the stormwater treatment system.
- Landscape restoration design will be limited to turf restoration for the lagoon cap area for upland portions of the Geddes Marina site and shoreline/buffer restoration as needed to meet anticipated regulatory and environmental permit requirements. The design of compensatory mitigation is not included.
- The City will provide one set of resolved and consolidated comments on 30% design, which will be incorporated into the 60% design submittal. This task does not include a draft and final 30% design submittal.
- Comments on the updated Basis of Design TM will be incorporated into the 60% design submittal. This task does not include a draft and final 30% Basis of Design TM.
- Deliverables will be submitted electronically using a City-selected platform.
- The 30% Plans will be the basis for the Corps of Engineers and Ecology 404/401 Permit applications.
- The City will facilitate coordination with Ebey Waterfront Park design elements.

Deliverables:

- Draft and final Basis of Design TM describing basis of design including a description of how hydraulic performance at the outfall does not negatively affect the upstream stormwater treatment system.
- Preliminary design (30%) drawings.
- Preliminary (30%) engineer's estimate of probable cost.
- Draft Basis of Design TM.

TASK 3 – DETAILED DESIGN

This phase includes services for detailed design and includes tasks for intermediate (60%), pre-final (90%), and final (100%) design.

Task 3.1 – Intermediate (60% Design)

Activities:

- Advancement of drawings to intermediate design level, including civil, structural, and landscape restoration design drawings.
- The proposed plan sheets to be delivered for this task are listed as follows:

➤ Cover with Vicinity Map and Sheet List	1 sheet
➤ Notes, Legend and Abbreviations	1 sheet
➤ Sheet Index Map	1 sheet
➤ Survey Notes and Control	1 sheet
➤ Site Preparation, Demolition, and TESC Plan	1 sheet at 1 inch = 20 feet scale
➤ Site Preparation, Demolition, and TESC Details	1 sheet
➤ Grading and Drainage Plan	2 sheets at 1 inch = 20 feet scale
➤ Grading and Drainage Profiles	2 sheets

➤ Grading and Drainage Details	2 sheets
➤ Landscape Restoration Plan and Details	1 sheet
➤ Structural Plan	1 sheet
➤ Structural Details	2 sheets
➤ Piling Plan	1 sheet at 1 inch = 20 feet scale
➤ Piling Details	<u>1 sheet</u>
	18 sheets total

- Develop draft technical specifications.
- Advancement of EOPC to intermediate design level.
- Update Basis of Design TM describing basis of design.
- Prepare 60% design set and 60% Basis of Design TM for submittal to Ecology for review of the proposed independent action.

Assumptions:

- The same applicable assumptions described for preliminary (30%) and intermediate (60%) design apply.
- Technical specifications will be prepared in WSDOT format.
- Division 1 special provisions will be provided by the City for compilation with special provisions by Parametrix.
- One meeting with the City is included to discuss the intermediate design before the City's review of the submittals.
- Parametrix will prepare the updated Basis of Design TM as part of the 60% submittal to Ecology.
- Ecology will approve the proposed independent remedial action based on the 90% design submittal.
- The City will lead coordination with Ecology and others related to the independent clean up action.
- The City will provide one set of resolved and consolidated comments on the 60% design, which will be incorporated into the 90% design submittal. This task does not include a draft and final 60% design submittal.
- City and Ecology Comments on the updated Basis of Design TM will be incorporated into the 90% design submittal. This task does not include a draft and final 60% Basis of Design TM.
- Ecology will concur with the proposed remediation design concept prior to implantation of Task 3.2.
- The 60% Plans will be the basis for the City Environmental and Land Use Permit Applications

Deliverables:

- Intermediate (60%) design drawings.
- Draft contract documents including special provisions as single pdf file, electronic only
- Intermediate (60%) EOPC
- Updated Basis of Design TM

Task 3.2 – Pre-Final (90% Design)

Activities:

- Advancement of drawings to pre-final design level.
- Develop pre-final contract documents and technical specifications.

- Provide input contract documents and Division 1 special provisions such as bid form, summary of work, price and payment.
- Advancement of EOPC to pre-final design level.

Assumptions:

- The list of plan sheets is the same as for 60% design
- Same assumptions as described for 30% and 60% design.
- Contract documents will be provided by the City for compilation with the special provisions by Parametrix
- One meeting with the City is included to discuss the pre-final design before the City's review. The meeting will be attended by three Parametrix staff.
- Parametrix will update and finalize the Basis of Design TM as part of the 90% submittal to Ecology.
- Ecology will approve the proposed independent remedial action based on the 90% design submittal.
- The 90% plans will provide the basis for the WDFW HPA and NPDES Permits.
- The City will provide one set of resolved and consolidated comments on the 90% design, which will be incorporated into the final design submittal. This task does not include a draft and final 90% design submittal.

Deliverables:

- Pre-final (90%) design drawings
- Pre-final technical specifications
- Pre-final (90%) EOPC
- Updated Basis of Design TM

Task 3.3 – Final (100% Design)

- Activities:
- Advancement of drawings to final design level, including civil, mechanical, structural, and electrical design drawings.
- Draft final contract documents and technical specifications.
- Advancement of EOPC to final design level
- Prepared responses to Ecology 90% comments in a TM format.
- Revise the Basis of Design TM per Ecology comments as directed by the City.

Assumptions:

- Same assumptions described for previous design iterations.
- One meeting with the City is included to discuss and review the final design prior to submittal.
- The City's engineering comments and building department comments on 90% design will be incorporated into the final (100%) design submittal.
- Assumes one bid package and no pre-procurement packages.

Deliverables:

- Final design (100%) drawings, as single pdf and CAD file
- Final (100%) EOPC

- Responses to Ecology Comments on 90% Design
- Revised Basis of Design TM

TASK 4 – ENVIRONMENTAL ANALYSIS AND PERMITTING SUPPORT FOR PHASE 2 REMEDIATION PROJECT

This task includes services to support obtaining the following environmental and land use permits and approvals:

- City of Marysville
 - Shoreline Permit
 - Floodplain Development Permit
 - SEPA (via addendum of existing determination)
 - Critical Area review
- Corps of Engineers Section 404/10 Nationwide Permit
- Ecology 401 Individual Water Quality Certification
- Washington Department of Fish and Wildlife Hydraulic Project Approval
- Ecology NPDES Construction Stormwater General Permit (CSWGP)

Task 4.1 – Technical Studies and Plans

Parametrix will prepare technical studies and plans to support submittal of the environmental permits and approvals listed above. The studies and plans will be based on those formerly completed for the Ebey Waterfront Park Expansion Project and the DSTP project.

Activities:

- Wetland Delineation/OHWM Determination. Wetland and OHWM Determinations on the Geddes Marina were completed during the Ebey Waterfront Park Expansion project preliminary design phase. This scope of work includes a site visit to confirm and reflag the delineated wetland and OHWM boundary in proximity to the proposed new outfall prior to submittal of City environmental and land use permit applications but does not include additional delineations or determinations prior to completing the Critical Areas Study.
- SEPA Documentation. The City as the SEPA lead agency issued a determination of non-significance (DNS) for the Phase 2 Remediation Project in 2016. The DNS is assumed to be valid. Parametrix will prepare a SEPA addenda in TM format that identifies key similarities between the 2016 and current proposal and identify additional impacts and mitigation measures, if applicable.
- Technical Studies and Reports. The Consultant shall also prepare the following technical materials to supplement local, state, and federal permit applications:
 - Geotechnical Report: (per Task 2.3)
 - Critical Areas Study: Revise the Critical Areas Study prepared for the Ebey Waterfront Park project to address Wetlands, Fisheries, and regulated buffers per City of Marysville requirements specific to the Geddes Marina Site.
 - Prepare a conceptual mitigation plan specific the proposed Geddes Marina Phase 2 Remediation Project. The project will utilize mitigation credits available at the City's Qwuloolt advanced mitigation site and/or credits purchased from a certified wetland or habitat bank. The conceptual mitigation plan will include a project specific Advanced Mitigation Site Use/Bank Use Plan.
 - Section 106/Cultural Resources Report: Revise the Section 106/Cultural Resources Report prepared for the Ebey Waterfront Park project to address conditions specific to the Geddes Marina Site.

- Biological Assessment: Revise the Biological Assessment prepared for the Ebey Waterfront Park project to address conditions specific to the Geddes Marina Site.
- Stormwater Pollution Prevision Plan: Prepare a Preliminary SWPPP Report prior to preparation of the CSWGP.

Assumptions:

- The previously conducted wetland and OHWM determinations will be sufficient for approval of the Phase 2 Remediation project.
- There are sufficient credits available at the Qwuloolt advance mitigation site to meet the project needs and/or sufficient credits are available at an approved mitigation or habitat bank. Currently the project is not within the service area of an approved mitigation bank; however, the site is within the service area of a mitigation bank that is pending certification.
- Purchase of mitigation credits or associated fees is not included.
- The City will be the SEPA lead agency.
- The previously issued DNS will be sufficient for approval of the Phase 2 Remediation by state agencies.
- No additional technical analysis or special studies will be required to support a City review of the SEPA beyond those identified in this scope of work or previously prepared for prior phases of work.
- The project will not utilize state or federal funding for construction, which would trigger additional environmental documentation.
- Completion of the NHPA Section 106 consultation can be completed based on existing site-specific information. No additional field survey or investigation will be required.
- No on-site features will be determined eligible for listing on the National Register of Historic Places. The project will not result in impacts to eligible cultural or historic resources.
- The ESA Section 7 consultation can be completed based on existing site-specific information. No additional field survey or investigation will be required.
- The project can be designed to meet ESA Section 7 guidelines for informal consultation. Support of the preparation of a Biological Opinion is not included.
- The project can be designed to meet state and federal guidelines for outfalls, bank armoring, fish screens, and fish exclusion.
- Ecology will not require submittal of the Preliminary SWPPP prior to issuance of CSWGP. This scope of work does not include the preparation of a final SWPPP. A final SWPPP will be contractor-provided.

Deliverables:

- Critical Areas Study
- Mitigation Plan
- SEPA Addendum Technical Memoranda
- Section 106/Cultural Resources Report
- Biological Assessment
- Preliminary Stormwater Pollution Prevention Plan

Task 4.2 – City Permit Applications

Compile and prepare applications for identified City environmental and land use permits.

Activities:

- Prepare SEPA addendum TM.
- Prepare Shoreline Substantial Development Permit.
- Prepare Shoreline Master Plan Consistency Memorandum.
- Prepare Shoreline Permit JARPA application.
- Floodplain Development Permit application.
- Floodplain Permit ESA Checklist.
- Coordinate with City planning department to identify permit thresholds and submittal requirements.
- Respond to City planning department comments on permit materials.
- Revise permit materials per City planning department comments.

Assumptions:

- A Railroad Use permit will not be required.
- A Conditional Use permit will not be required.
- The project will not require issuance of a critical area exemption, exception, or variance.
- The project will not trigger the need for compensatory floodplain storage.
- The project will not trigger the need for a zero-rise analysis.
- The project will not require modeling to demonstrate compliance with floodplain development requirements.
- The project will not require completion of a flood hazard certification.
- The City will lead and be responsible for applications for construction, utility, and right-of-way use permits.
- No evaluation of traffic impacts will be required.
- The City will be responsible for all permit application fees and third-party review fees.
- The City will be responsible for the publication of all notices and announcements.

Deliverables:

- Shoreline Substantial Development Permit Application and associated materials
- Floodplain Development Permit Application and associated materials

Task 4.3 – State and Federal Permit Applications

Compile and prepare applications for State and Federal Environmental Permits and supporting materials

Activities:

- Agency Coordination and Preapplication Meetings. Lead coordination with regulatory agencies. Anticipated agency coordination meetings include site visits with: WDFW, Ecology (Water and Shorelines), Ecology (Waste and Toxics), and Tribes.
- Prepare JARPA for Corps/Ecology Section 404/10/401 Submittal
- Prepare JARPA figures for Corps/Ecology Section 404/10/401 Submittal
- Prepare and coordination Public Notice materials for Ecology 401 Individual Water Quality Certification
- Update critical areas study/mitigation plan/Advanced Mitigation Site Use/Bank Use Plan to support Corps and Ecology permit submittals.
- Prepare Coastal Zone Management Consistency Determination submittal.
- Revise JARPA to support WDFW HPA on-line submittal.

- Complete HPA submittal process.
- Complete materials for CSWGP Notice of Intent documentation.
- Prepare Substantial Development Permit application
- Prepare Shoreline Master Plan Consistency Memorandum
- Prepare Shoreline Permit JARPA application
- Floodplain Development Permit application
- Floodplain Permit ESA Checklist
- Coordinate with City planning department to identify permit requirements.
- Respond to City planning department comments on permit materials
- Revise permit materials per City planning department comments

Assumptions:

- The project will not utilize state or federal funding for construction, which would trigger additional environmental documentation.
- The project will qualify for a Corps of Engineers Nationwide Permit.
- The current Corps Nationwide Permit program expires in March 2022 and may be updated prior to that date. The Corps will issue new Nationwide Permits prior to construction. The project will be grandfathered under the current permit program or the newly issued Nationwide Permits will have similar requirements and conditions as the current program.
- A Corps of Engineers Individual Permit will not be required.
- A Corps of Engineers 404(b)(1) Alternatives Analysis will not be required.
- A Coast Guard permit will not be required.
- A FEMA CLOMR or LOMR will not be required.
- The project will qualify for a CSWGP.
- The current NPDES General Permit program expires on December 31, 2020. Ecology will issue a new NPDES CSWGP prior to completion of final design, which will have similar requirements and conditions as the current program.
- The project will not require review under NEPA. The Corps of Engineers NWP program has been evaluated programmatically under NEPA.
- The scope of work anticipates up to 2 agency site visits and anticipates combined attendance at the site visits.
- The City will be responsible for all permit application fees and third-party review fees.
- The City will be responsible for the publication of all notices and announcements.

Deliverables:

- Corps/Ecology JARPA form and figures
- Ecology 401 Public Notice materials
- CZM Consistency Determination Submittal
- WDFW JARPA/on-line HPA submittal materials
- NPDES Notice of Intent Submittal

Task 4.4 – Coordination/Permit Support

The City is anticipated to submit for the long-lead time permits and reviews identified above (City of Marysville Shoreline Permit, City of Marysville Floodplain Development Permit and City of Marysville Critical Areas Review,

Corps of Engineers 404/10 and Ecology 401) using preliminary and/or intermediate level design information. Ongoing coordination will be required to provide the City and regulatory agencies additional project information to support the permit application process as design is advanced.

Assumptions:

- Parametrix will provide ongoing support to the City during the permit review and approval process up the level of effort identified in project budget.
- Level of effort for Coordination/Permit Support assumes 16 hours each month for 12 months.

Deliverables:

- Responses to Requests for Information from regulatory agencies.
- Responses to comments from the regulatory agencies on permit submittals.

EXHIBIT A

Geddes Marina Phase 2 Remediation Design

Labor Summary

			2-Oct-20																			
			Billing Rates:																			
Task	Subtask	Description	Labor Dollars	Labor Hours	Benn Burke	David Dinkuh	Joel Linke	Brandon Moss	Steve Wagner	Cooper Odegard	Alvin Valencia	Jason Ceralde	Paul S. Fendt	Adam Merrill	Alyssa Worsham	Steve Krueger	Bob Pusey	Griffin Harger	Shanon Harris	Debra Fetherston	Lori Gilbertson	
01		Project Administration and Coordination	\$40,721.55	203	91	12	3	3	3	3	0	0	4	0	0	0	0	0	52	0	32	
01	01	Project Administration	\$32,168.10	166	80	2	0	0	0	0	0	0	0	0	0	0	0	0	0	52	0	32
01	03	Team Meetings	\$8,553.45	37	11	10	3	3	3	3	0	0	4	0	0	0	0	0	0	0	0	0
02		Alternatives Analysis and Preliminary Design	\$69,064.95	384	22	61	42	66	14	105	0	2	10	0	12	0	2	15	20	4	9	0
02	01	Alternatives Analysis	\$32,238.23	168	20	38	18	22	6	31	0	2	10	0	12	0	0	2	0	2	5	0
02	03	Geotechnical Characterization	\$2,154.21	9	2	6	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
02	04	Preliminary (30%) Design	\$34,672.51	207	0	17	24	44	8	74	0	0	0	0	0	0	2	12	20	2	4	0
03		Detailed Design	\$86,103.39	520	10	76	22	62	44	170	80	33	1	0	0	0	0	0	0	0	22	0
03	01	Intermediate (60%) Design	\$46,655.63	294	2	30	10	48	28	97	40	26	1	0	0	0	0	0	0	0	12	0
03	02	Prefinal (90%) Design	\$18,954.57	116	3	18	1	8	6	44	24	6	0	0	0	0	0	0	0	0	6	0
03	03	Final (100%) Design	\$20,493.19	110	4.5	28	11	6	10	29	16	1	0	0	0	0	0	0	0	0	4	0
04		Environmental Analysis and Stormwater Improvement Permits	\$102,113.48	590	158	0	0	40	0	44	0	4	8	88	182	48	0	0	0	0	18	0
04	01	Technical Studies and Reports	\$35,146.07	217	26	0	0	32	0	0	0	4	0	40	54	48	0	0	0	0	13	0
04	01	City Permit Applications	\$14,133.79	83	20	0	0	0	0	24	0	0	8	0	28	0	0	0	0	0	3	0
04	01	State and Federal Permit Applications	\$14,217.62	98	16	0	0	8	0	20	0	0	0	0	52	0	0	0	0	0	2	0
04	04	Agency Coordination and Permit Coordination	\$38,616.00	192	96	0	0	0	0	0	0	0	0	48	48	0	0	0	0	0	0	0
Labor Totals:				1,697	281	149	67	171	61	322	80	39	23	88	194	48	2	15	20	56	49	32
Totals:			\$298,003.37		\$72,601.82	\$37,379.63	\$13,755.10	\$23,269.68	\$13,978.76	\$38,730.16	\$13,792.80	\$4,565.73	\$6,469.67	\$14,588.64	\$23,485.64	\$8,559.84	\$450.58	\$1,969.95	\$5,902.60	\$7,165.20	\$7,031.01	\$4,306.56

Subconsultants

HWA Geosciences	\$71,434.00
Willamette CAR	\$4,960.00

Subconsultants Total:

\$76,394.00

Other Direct Expenses

Mileage - \$0.58/mile	\$232.00
Survey Equipment (\$155/Use)	\$310.00

Other Direct Expenses Total:

\$542.00

Project Total

\$374,939.37

EXHIBIT B
Subcontractors/Subconsultants

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

HWA Geosciences

Willamette CAR

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

AGENDA ITEM:	
Puget Sound Energy Easement – Civic Center	
PREPARED BY:	DIRECTOR APPROVAL:
Leah Tocco	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Easement agreement	
BUDGET CODE:	AMOUNT:
SUMMARY: Puget Sound Energy has submitted an easement agreement for authorization to provide gas service to the new Civic Center.	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Puget Sound Energy Easement agreement for providing gas service to the new Civic Center.

RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: ROW Department-TH
1660 Park Lane
Burlington, WA 98233**

**EASEMENT**

REFERENCE #:
GRANTOR (Owner): **CITY OF MARYSVILLE**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **A Portion of the SW1/4 Sec 28, Twn 30N, Rng 5E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **00576200100100, 00576200600100 & 00576200700502**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MARYSVILLE, a municipal corporation of the State of Washington** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Snohomish County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY, EXCEPT WHERE BUILDING FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES PRECLUDE. IN SUCH CASE, THE FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES WILL BECOME THE BOUNDARY OF THIS EASEMENT.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but

not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 20_____.

OWNER: CITY OF MARYSVILLE, a municipal corporation of the State of Washington

By: _____
(name)

Its: _____
(title)

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person(s) who signed as _____, of **CITY OF MARYSVILLE, a municipal corporation of the State of Washington**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____

My Appointment Expires: _____

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 00576200100100, 00576200600100 & 00576200700502

Parcel A

THAT PORTION OF DEDICATED ALLEY LOCATED BETWEEN BLOCK 1, S.W. SISCO ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF RATS, PAGE 37, AS AMENDED BY THE CORRECTED RAT OF SISCO'S ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND BLOCK 2, THE MORGAN ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON LYING EASTERLY OF A LINE 25.00 FEET EASTERLY OF, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH, THE CENTERLINE OF THE MAIN TRACK OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AND LYING WESTERLY OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1, BLOCK 1, SAID S.W. SISCO. ADDITION AND CORRECTION PLAT THEREOF.

Parcel B

THAT PORTION OF DEDICATED 6TH STREET LOCATED BETWEEN BLOCK 1 AND BLOCK 6, S.W. SISCO ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 37, AS AMENDED BY THE CORRECTED PLAT OF SISCO'S ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE 26.00 FEET EASTERLY OF, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH, THE CENTERLINE OF THE MAIN TRACK OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AND LYING WESTERLY OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 TO THE NORTHEAST CORNER OF LOT 16, BLOCK 6 OF SAID S.W. SISCO ADDITION AND CORRECTION PLAT THEREOF.

Parcel C

A PORTION OF 5TH STREET LYING BETWEEN BLOCK 6 AND 7 AS SHOWN ON THE PLAT OF SISCO ADDITION TO THE TOWN OF MARYSVILLE AS RECORDED IN VOLUME 2 OF PLATS ON PAGE 37 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 6 OF SAID PLAT; THENCE SOUTH 89°41' 09" WEST ALONG SOUTH LINE OF LOTS 4 AND 5 OF SAID BLOCK 6 FOR 41.86 FEET TO A POINT 25.0 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE MAIN TRACK CENTERLINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S EVERETT TO BLAINE, WASHINGTON BRANCH LINE; THENCE SOUTH 5° 18'30" WEST, ALONG A LINE 25.0 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID MAIN TRACK , FOR 75.36 FEET TO THE NORTH LINE OF BLOCK 7 OF SAID PLAT; THENCE NORTH 89°41'09" EAST , ALONG SAID NORTH LINE, FOR 49.51 FEET; THENCE NORTHERLY FOR 75.0 FEET TO THE TRUE POINT OF BEGINNING.

Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 5, 2021 Briefing; April 12, 2021 Action

AGENDA ITEM:	
Ordinance amending the Unified Development Code to allow “mini-storage” as a Conditional Use under limited circumstances in the Community Business and General Commercial zones	
PREPARED BY:	DIRECTOR APPROVAL:
Allan Giffen, Interim Community Development Director	<i>Allan Giffen</i> , Interim Director
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
1. Ordinance	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Planning Commission has recommended an amendment to the Unified Development Code to allow the establishment of mini-storage as a Conditional Use on a limited basis in the CB Community Business and GC General Commercial zones. The proposed amendment would apply only to an area located north of 100th Street NE, east of Interstate 5, and west of 47th Avenue NE. It would also be limited to properties without direct frontage on an arterial street, and that have access constraints that do not support retail, office or other permitted commercial uses.

The Conditional Use process will ensure notice to surrounding property owners.

The recommendation from the Planning Commission includes amendments to the existing standards for mini-storage uses.

Background information, including staff memos to the Planning Commission and the minutes from Planning Commission meetings on this item, can be found at the following link:

[CC Agenda Bill Mini Storage documents](#)

RECOMMENDED ACTION:

Staff recommends that Council approve Ordinance No. ____, amending the Marysville Municipal Code to allow “mini-storage” as a Conditional Use under limited circumstances in the Community Business and General Commercial zones.

RECOMMENDED MOTION:

I move to approve Ordinance No. ____, amending the Marysville Municipal Code to allow “mini-storage” as a Conditional Use under limited circumstances in the Community Business and General Commercial zones.

**CITY OF MARYSVILLE
WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING TITLE 22C OF THE MARYSVILLE MUNICIPAL CODE, TO SPECIFY THAT MINI-STORAGE SHALL BE ALLOWED UNDER LIMITED CIRCUMSTANCES AS A CONDITIONAL USE IN THE CB COMMUNITY BUSINESS AND GC GENERAL COMMERCIAL ZONES; AMENDING MMC 22C.020.060, PERMITTED USES, AMENDING MMC 22C.020.070, PERMITTED USES – DEVELOPMENT CONDITIONS, AND AMENDING MMC 22C.170, DESIGN CONSIDERATIONS.

WHEREAS, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation, and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

WHEREAS, the Marysville Municipal Code regulates the location and development of "mini-storage" facilities; and

WHEREAS, the Planning Commission has initiated a review of potential amendments to the Marysville Municipal Code to allow mini-storage facilities as a Conditional Use under limited circumstances in the CB Community Business and GC General Commercial zones; and

WHEREAS, the Planning Commission held public work sessions on December 8, 2020, January 12, 2021, and February 9, 2021, to review the proposed amendments, including alternatives, and did hear and consider public comments; and

WHEREAS, the proposed amendments were submitted to the State of Washington Department of Commerce for 60-day review on February 1, 2021, in accordance with RCW 36.70A.106; and

WHEREAS, the proposed amendments to MMC Sections 22C.010.060, 22C.010.070, 22C.180.030, 22C.110.020, and 22C.110.030 are exempt from State Environmental Policy Act review under WAC 197-11-800(19); and

WHEREAS, the Planning Commission held a duly-advertised public hearing on February 23, 2021, and received testimony from City staff and the public; and

WHEREAS, at the public hearing, the Planning Commission reviewed and considered the proposed amendments to the Marysville Municipal Code, and recommended that the City Council approve the proposed amendments to the Marysville Municipal Code.

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to MMC sections 22C.020.060, 22C.020.070, and 22C.170.040 that are the subject of this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of Title 22 MMC;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action.

Section 2. Amendments to Development Regulations. Section 22C.020.060, Section 22C.020.070, and Section 22C.170.040 of the Marysville Municipal Code are hereby amended as set forth in **Exhibit A**.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 4. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including

scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Effective Date. This Ordinance shall become effective five days after the date of its publication by summary.

PASSED AND APPROVED by the Marysville City Council this 12th day of April, 2021.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Jon Walker, City Attorney

Date of Publication: _____

Effective Date: _____

Exhibit A

22C.020.060 Permitted uses.

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
Group Residences:										
Adult family home (70)	P	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P			P	P				P
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
Enhanced Services Facility (77)										
Accessory Uses:										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	P	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P	P						
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Recreational vehicle park				C12			C12		C	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Community center	P	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:										
Theater		P	P	P	P	P				
Theater, drive-in				C						
Amusement and recreation services		P18	P18	P18	P18	P19	P	C		
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P	P			P	P	C	
Shooting range (14)				P15			P15			
Outdoor performance center				C			C		C	C
Riding academy							P		C	
Cultural:										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P	P			C	P
General Services Land Uses										
Personal Services:										
General personal service	P	P	P	P	P	P	P	P		
Dry cleaning plant		P	P				P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P	P25	P76	P		
Funeral home/crematory		P	P	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	P24	P24, C20			P	P		
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P	P21			
Veterinary clinic	P	P	P	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	C, P28	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P	P67	P67	P	P		
EV battery exchange station				P			P	P		
Miscellaneous repair		P	P	P			P	P		
Social services		P	P	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	P	P			P	P		
Pet daycare (71), (72)		P	P	P	P	P	P76	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Civic, social and fraternal association		P	P	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
Health Services:										
Medical/dental clinic	P	P	P	P	P	P				P
Hospital		P	P	P	P	C				C
Miscellaneous health	P68	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility										
Education Services:										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C	C	P	C		C
Commercial school	P	P	P		P	P27				C
School district support facility	C	P	P	P	P	P	P	P		P
Vocational school		P	P	P	P	P27				P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	P	P	P	P	P			P
Utility facility	P	P	P	P		C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	P23	P23			P			P
Taxi stands		P	P	P			P	P		
Trucking and courier service		P31	P31	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)		C 78		C 78			P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P	P30	P	P		
Commercial vehicle storage							P	P		
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	P30, 37	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing				P			P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P	P		P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	P	P	P	P47	P76	P		
Forest products sales		P	P	P			P			
Department and variety stores	P	P	P	P	P	P	P76			
Food stores	P	P	P	P	P	P45	P76			
Agricultural crop sales		P	P	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	P	P			P	P		
Motorcycle dealers		C	C	P	P49		P	P		
Gasoline service stations	P	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P	P46	P46	P		
Drug stores	P	P	P	P	P	P	P76	P		
Liquor stores		P	P	P						
Used goods: antiques/secondhand shops		P	P	P	P	P				
Sporting goods and related stores		P	P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P	P				
Jewelry stores		P	P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P	P				
Fuel dealers				P43			P43	P43		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Florist shops	P	P	P	P	P	P				
Pet shops	P	P	P	P	P	P				
Tire stores		P	P	P	P		P76	P		
Bulk retail		P	P	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	P50, 52	P50			P50	P		
Winery/brewery		P53	P53	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	P51	P		P51	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54, 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Tire retreading							C	P		
Movie production/distribution				P			P			
Resource Land Uses										
Agriculture:										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	C						P	
Mineral:										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										
Jail		C	C	C			C			
Regional storm water management facility		C	C	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	C56	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	C	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C
School bus base	C	C	C	C			P			C58
Racetrack	C59	C59	C59	C			P			

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Fairground							P	P		C
Zoo/wildlife exhibit		C	C	C						C
Stadium/arena				C			C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62	P61, 62		P62	P62		

22C.020.070 Permitted uses – Development conditions.

(1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC, Bed and Breakfasts.

(2) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC, Home Occupations.

(3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter [22C.110](#) MMC, entitled "Temporary Uses."

(4) All units must be located above a street-level commercial use.

(5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.

(6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.

(7) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.

(8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.

(9) Permitted in a legal nonconforming or conforming residential structure.

(10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.

(11) The following conditions and limitations shall apply, where appropriate:

(a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;

(b) Lighting for structures and fields shall be directed away from residential areas; and

(c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(12) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.

(13) Golf Facility.

(a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(b) Restaurants are permitted as an accessory use to a golf course.

(14) Shooting Range.

(a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;

(b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and

(c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.

(15) Only in an enclosed building.

(16) Dock and Boathouse, Private, Noncommercial.

(a) The height of any covered over-water structure shall not exceed 20 feet as measured from the line of ordinary high water;

(b) The total roof area of covered, over-water structures shall not exceed 1,000 square feet;

(c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;

(d) No over-water structure shall extend beyond the average length of all pre-existing over-water structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such pre-existing structures exist within 300 feet, the pier length shall not exceed 50 feet;

(e) Structures permitted hereunder shall not be used as a dwelling; and

(f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.

(17) Boat Launch, Noncommercial or Private.

(a) The city may regulate, among other factors, required launching depth, and length of docks and piers;

(b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and

(c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which it is located.

(18) Excluding racetrack operation.

(19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.

(20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

(21) Permitted as an accessory use; see MMC [22A.020.020](#), the definition of "Accessory use, commercial/industrial."

(22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC [22C.020.060](#).

(23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.

(24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

(25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.

(26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

(27) All instruction must be within an enclosed structure.

(28) Car washes shall be permitted as an accessory use to a gasoline service station.

(29) Public Safety Facilities, Including Police and Fire.

(a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

(b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.

(30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.

(31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.

(32) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including but not limited to the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a CUP may be required subject to MMC [22C.250.040](#).

(33) Subject to the conditions and requirements listed in Chapter [22C.030](#) MMC.

(34) Reserved.

(35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:

(a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and

(b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.

(36) Mini-storage facilities are subject to the development standards outlined in Chapter [22C.170](#) MMC.

(37) Except heavy equipment.

(38) With outdoor storage and heavy equipment.

(39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.

(40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.

(41) Excluding drinking places such as taverns and bars and adult entertainment facilities.

- (42) Excluding vehicle and livestock auctions.
- (43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.
- (44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.
- (45) Limited to 5,000 square feet or less.
- (46) Eating and Drinking Places.
 - (a) Limited to 4,000 square feet or less.
 - (b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
 - (c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.
- (47) Limited to hardware and garden supply stores.
- (48) Limited to convenience retail, such as video, and personal and household items.
- (49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (50) Except slaughterhouses.
- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00)

and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.

(61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.

(62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:

(a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.

(b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.

(c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.

(63) Permitted uses include Whiskey Ridge zones.

(64) Level 1 and Level 2 charging only.

(65) The term “rapid” is used interchangeably with Level 3 and fast charging.

(66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC [22C.020.265](#).

(67) Rapid (Level 3) charging stations are required to be placed within a parking garage.

(68) Excepting “marijuana (cannabis) dispensaries,” “marijuana (cannabis) collective gardens,” and “marijuana cooperatives” as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.

(69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial, industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

(70) Permitted within existing legal nonconforming single-family residences.

(71) Subject to the requirements set forth in MMC 10.04.460.*

(72) Pet daycares are restricted to indoor facilities with limited, supervised access to an outdoor fenced yard. Overnight boarding may be permitted as a limited, incidental use. Both outdoor access and overnight boarding privileges may be revoked or modified if the facility is not able to comply with the noise standards set forth in WAC [173-60-040](#).*

(73) Shipping/cargo and similar storage containers may be installed on commercial or industrial properties provided they are screened from public view pursuant to MMC [22C.120.160](#), Screening and impact abatement.

(74) Tanks, generators, and other machinery which does not generate nuisance noise may be located in the service/loading area. Truck service/loading areas shall not face the public street and shall be screened from the public street.

(75) Hotels/motels are prohibited within Arlington Airport Inner Safety Zones (ISZ) 2, 3, and 4. Hotel/motels that are proposed to locate within Arlington Airport Protection Subdistricts B and C shall be required to coordinate with the Arlington Municipal Airport to ensure that height, glare, and other aspects of the hotels/motels are compatible with air traffic and airport operations.

(76) Use limited to properties that have property frontage along State Avenue/Smokey Point Boulevard.

(77) Enhanced Services Facilities are prohibited in all commercial and industrial zones as such are identified and adopted in chapter 22C.020 MMC.

(78) Mini-storage facilities may be allowed in the CB and GC zone as a conditional use on property located east of Interstate 5, North of 100th Street, and west of 47th Avenue NE, subject to the following conditions:

1. The property does not have direct frontage on an arterial street.
2. Vehicular access to the property is limited by physical constraints, such as railroad tracks, proximity to congested public street intersection where turning movements are restricted, or other physical barriers that limit convenient vehicular access for higher traffic-generating uses such as retail or office.
3. Buildings shall be located a minimum of 150 feet from the nearest arterial street or interstate highway right-of-way.

22C.170.040 Design considerations.

The following exterior design requirements apply to ~~a mini-storage facilities facility when located adjacent to or across a right-of-way from a residentially zoned or designated property.~~

(1) Architectural Features. Architectural features are to be consistent with the character of the surrounding neighborhood. The following are minimum standards.

(a) Minimum roof pitch is 4:12 for buildings with less than three floors.

(b) Exterior vertical surfaces require 50 percent of the area to be materials such as decorative brick veneer, stone, stucco, textured block, and other materials which reflect residential design elements.

(c) Unique architectural features such as towers, turrets and pergolas are subject to the standards of this subsection. An applicant is required to demonstrate that the proposed architectural features are consistent with the neighborhood character.

(d) Access points, except for emergency access, may not be from a local access street; provided that when a conditional use permit is required, the City may allow access from a local street if it determines traffic will not be disruptive to residential uses.

(e) Fencing is required to be low-maintenance material and articulation at intervals no greater than 20 feet. Chain-link fencing is not permitted.

(f) Display and floodlighting is required to be constructed, shielded and used so as not to directly illuminate, or create glare visible from, adjacent property or public right-of-way.

(g) A building or series of buildings parallel with and adjacent to residentially zoned or developed property or street frontage must have staggered setbacks for every ~~100~~ 50 feet of lineal development. The setbacks shall be stepped back or projected forward at intervals to provide a minimum of 40 percent facade modulation. The minimum depth of modulation should be ~~one~~ four feet ~~feet~~, and the minimum width should be ~~five~~ eight feet. There must be at least 10 feet of separation between buildings.

(h) Where allowed as a conditional use in the CB and GC zones, the following regulations shall apply:

(i) Outdoor storage of trucks, boats, recreational vehicles or other types of vehicles or equipment is permitted subject to the following standards:

(A) outdoor storage areas are not visible from abutting properties or public right-of-way through the use of buildings, or other method of solid screening; and

(B) the area devoted to outdoor storage is less than fifty percent of the footprint of the storage building(s).

(ii) Buildings shall have a minimum height of three floors, except in the following circumstances:

(A) When there is more than one building, only buildings located within fifty feet of a public street shall have a height of three floors; or

(B) The City may allow less than three floors if the applicant proposes an architectural and landscape design quality that is superior to what is otherwise required by development standards and design guidelines applicable to a building containing three floors. To determine if the quality is superior, the scale and design of the building, exterior building materials and landscaping treatment proposed must be comparable to what would be required for a retail or office building. The City shall take into consideration compatibility of the proposed design with existing development, or the likely future development, of surrounding properties.

(2) Landscaping and Screening. The following landscaping and screening requirements apply to all mini-storage facilities:

(a) All setback areas shall be landscaped with a variety of trees, shrubs and ground cover plants consistent with L2 landscaping as defined under Chapter [22C.120](#) MMC, Landscaping and Screening.

(b) A solid wall, a screening fence or a combination of both achieving a perimeter screening to a minimum of six feet in height is required and shall be located so that a minimum of 75 percent of the landscaping area is outside the fence.

~~(c) All use of the site shall comply with the city noise standards stated in Chapter [6.76](#) MMC. (Ord. 2852 § 10 (Exh. A), 2011).~~

DRAFT

Update
Index #11

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

CITY COUNCIL MEETING DATE: 4/12/2021

AGENDA ITEM:	
AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2021-2022 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3160	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Ordinance Budget Amendment Requests	
BUDGET CODE:	AMOUNT:
Various	
SUMMARY:	

Since the adoption of the 2021/2022 Biennial Budget in October 2020, the finance of the City have been monitored monthly.

Sales tax revenue has continued to be received at levels above those projected for the budget.

Some revenues that are related to business closures continue to be sparse.

Community Development activity continues to be at or near high levels.

County in Phase III

Current staffing at capacity

Civic Center entering last year of construction

During the 2021/2022 Budget process it was noted that the budget be revised in the spring
February 2020 Retreat on hold

With the reasons stated above that there is a proposal to revisit the budget and give consideration to budget needs. Many of the budget amendment requests were included in the February 2020 Retreat. An example of this is 39.5 FTEs were requested at the February 2020 Retreat, current requests total 34.5.

Changes from 4/5 Workshop: Pickleball courts was presented at 16 when it should have been 8.
Added \$50,000 to Parks Recreation seasonal to assist with projects.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor or sign and execute Ordinance _____ amending the 2021/2022 Biennial Budget.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute Ordinance _____.</p>
--

2021-2022 Biennial Budget

Amendment

1

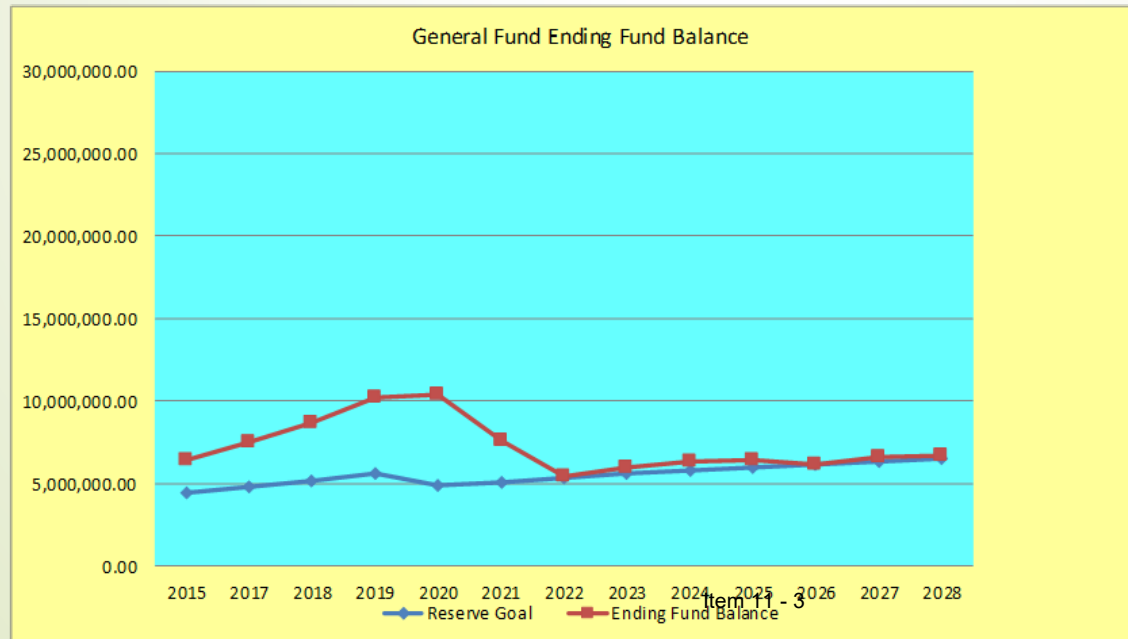
Financial Forecast - 2021/2022 Biennial Budget

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CITY OF MARYSVILLE, WA - OUTLOOK- DRAFT

10/26/2020 10:16

	Actual 2017	Actual 2018	Actual 2019	Forecast 2020	Estimate 2021	Estimate 2022	Estimate 2023	Estimate 2024	Estimate 2025	Estimate 2026	Estimate 2027	Estimate 2028
Beginning Fund Balance	6,703,205	7,490,526	8,632,619	10,251,718	10,403,186	7,576,986	5,465,896	5,974,373	6,330,566	6,410,156	6,180,067	6,620,832
Annual Revenues	48,342,014	51,454,731	56,070,085	49,192,778	50,916,671	53,325,991	55,925,771	58,103,544	59,846,650	61,642,050	63,491,311	65,396,050
Labor Costs	24,173,888	25,035,114	26,549,897	27,808,935	31,338,642	32,032,459	33,249,692	35,513,181	37,662,682	39,493,864	41,394,630	43,367,626
Additional FTE		514,976	149,500	306,884			1,000,000	800,000	400,000	400,000	400,000	400,000
Departmental Exp	19,886,307	18,514,791	20,523,606	10,250,843	12,553,249	12,786,708	12,978,509	13,173,186	13,370,784	13,571,346	13,774,916	13,981,540
Operating Exp	3,494,498	6,247,758	7,227,982	6,674,648	7,250,980	7,117,914	7,189,093	7,260,984	7,333,594	7,406,930	7,480,999	7,555,809
Reserve Transfer				4,000,000	2,600,000	3,500,000	1,000,000	1,000,000	1,000,000	1,000,000		
Ending Fund Balance	7,490,526	8,632,619	10,251,718	10,403,186	7,576,986	5,465,896	5,974,373	6,330,566	6,410,156	6,180,067	6,620,832	6,711,908



Annexation Sales Tax Credit Expiring
2020 October

PRIMARY MODEL ASSUMPTIONS

Property Tax 0% per year

2020-15% reduction in ST; recovery 2023 &2024

2020: dept. reductions = \$1,000,000

2021 - add in Street Dept.

2023 - staffing additions

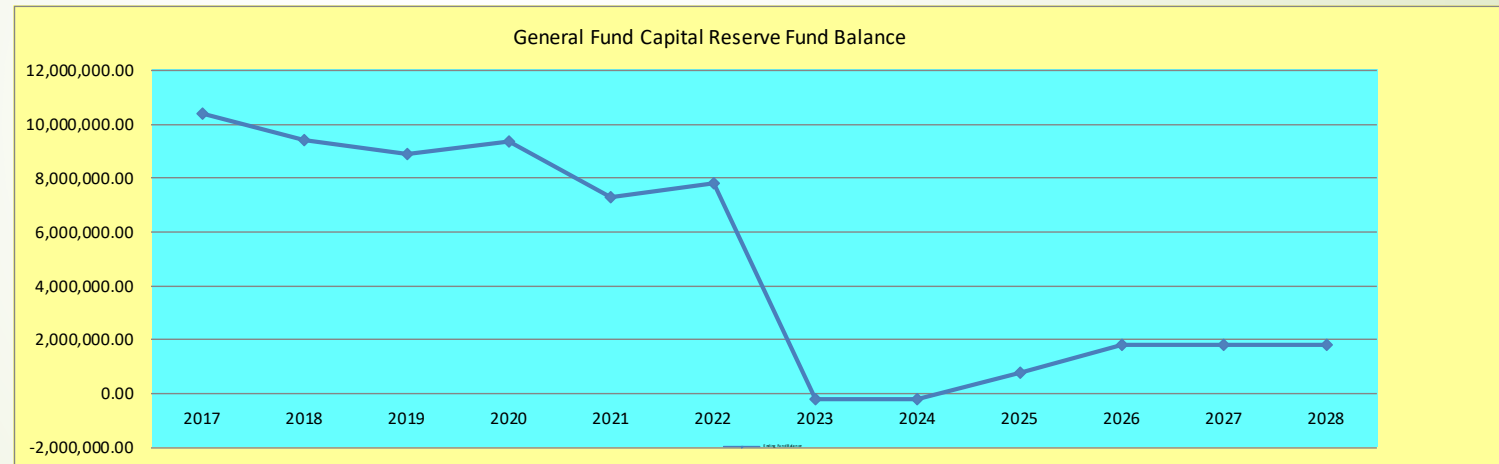
Financial Forecast - 2021/2022 Biennial Budget

3

General Fund Capital Reserve

1026/2020 ADOPTED

	Estimate 2017	Estimate 2018	Estimate 2019	Estimate 2020	Estimate 2021	Estimate 2022	Estimate 2023	Estimate 2024	Estimate 2025	Estimate 2026	Estimate 2027	Estimate 2028
Beginning Fund Balance	7,913,897	10,379,071	9,420,814	8,871,906	9,367,906	7,293,906	7,789,906	(210,094)	(210,094)	789,906	1,789,906	1,789,906
Capital Contributions	2,577,235	21,571		4,000,000	2,600,000	3,500,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-
Existing Debt (CH, CRT)			548,908	504,000	504,000	504,000						
Capital Expense	112,061	979,828		3,000,000	4,170,000	2,500,000	9,000,000	1,000,000				
Ending Fund Balance	10,379,071	9,420,814	8,871,906	9,367,906	7,293,906	7,789,906	(210,094)	(210,094)	789,906	1,789,906	1,789,906	1,789,906



Capital Expense	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
IJR												
Sales Tax Rebate		186,065										
Grant Match - State		500,000			500,000							
City Hall					2,500,000	2,500,000						
Waterfront Project												
Property				2,500,000								
Transportation							10,000,000					
Centennial Trail				500,000	330,000							
Olympic View				Item 11 840,000	840,000							
Totals	-	686,065	-	3,000,000	4,170,000	2,500,000	10,000,000	-				

Staffing Requests

Current Staffing Level – 297.75 FTEs [Feb. 2020 Council Retreat]

- Municipal Court
- Executive
- Finance
- Legal
- Community Development
- Police
- Park, Culture, & Recreation
- Engineering
- Streets
- Water/Sewer/Surface Utility
- Solid Waste
- Information Services

Staffing Requests – 39 FTEs [Feb. 2020 Council Retreat]

5

Department	Position	FTE Increase	2020 Amendment	2021/2022 Adopted Budget
Legal	Victim/Witness Coordinator	0.5		
Executive	Communications Assistant	0.5		
Courts	Professional Services-MAP Coordinator	0		
	Court Coordinator/Prob. Officer	1		
Finance	Records Assistant	0.5		
	Utility Billing	1		
	Information Services Analyst	1		
Com. Dev.	Permit Technician or Reclassify Prog. Clk	0.5		
	Reclassify Engineering Svc. Manager	0		
	Planner	1		
	Economic Development Director or Manager	1		
Police	Custody Officer -2020	1	X	
	Custody Officer -2020	1		
	Custody Officer -2020	1		
	Evidence Custodian - 2020 (reclass Prog. Spec.)	1		X
	Police Officer Patrol - 2021	1	X	
	Police Officer Patrol - 2021	1		
	PT Code Enf. Officer to FT	0.5		
	Sergeant Traffic - 2021	1		
	Police Officer Traffic - 2021	1		
	Police Officer Traffic - 2021	1		
	Detective Property Crimes - 2021	1		
	Community Service Officer - 2021	1		

Department	Position	FTE Increase	2020 Amendment	2021/2022 Adopted Budget
Police	Police Officer Patrol - 2022	1		
	Police Officer Patrol - 2022	1		
	Police Officer Traffic - 2022	1		
	Police Officer Traffic - 2022	1		
	Police Officer Code Enf. - 2022	1		
	Custody Officer - 2022	1		
	Custody Officer - 2022	1		
	Custody Officer - 2022	1		
	Custody Officer - 2022	1		
	Program Specialist - Prof. Standards	1		
Parks	Seasonal			
	Program Specialist	0.5		
Parks Maint.	Parks Maintenance M1	1		X
	Parks Maintenance M1	1		
	Parks Maintenance Lead II-upgrade from I	0		X
Engineering	Assoc. Traffic Engineer, EIT	1		
	Real Property Manager	1		
Streets	Streets Maintenance M1	1		
	Streets Maintenance M1	1		
Utilities	Utility Locator	1		X
	WWTP Operator	1		X
Sanitation	Sanitation Driver	1		X
	Sanitation Driver	1		X
		39		

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Staffing Requests – 34.5 FTEs [April 2021]

Department	Position	FTE - 2021	FTE - 2022
Executive	Communications Specialist	2	
Finance	Utility Billing Accounting Technician	1	
	IS Supervisor	1	
	Human Resources Assistant	1	
Human Resources	Human Resources Assistant	1	
Com. Dev.	CD Program Specialist/Permit Technician	1	
	Planning Technician	1	
	Principal Planner	1	
Police	Custody Officer	5	5
	Records Supervisor	1	
	Confidential Admin. Specialist	1	
	Police Officer	1	2
	Police Officer - Detective		1
	Community Support Specialist	1	
	Code Enforcement Officer		0.5
	Over hire authorization of 2 officers		

Department	Position	FTE - 2021	FTE - 2022
Parks	Parks Maintenance Tech I	1	
Engineering	Associate Traffic Engineer	1	
	Construction Inspector II	1	
	Development Services Technician	1	
	Civil Plan Review	1	
Public Works	Public Works Services Manager	1	
Utilities	Construction Technician II	1	
	Meter Technician	1	
Fleet	Mechanic	1	
Total by Year		26	8.5
Total for Budget			34.5

Line Item Requests

Fund/Dept.	Description	2021	2022	Notes
GF/Council	Technology Upgrades	20,000		Already budgeted; reclassify expenditure
GF/Courts	MAP Program	50,000	50,000	
GF/Executive	Professional Services	50,000	50,000	Victim Advocate Services
GF/Executive	Seasonal	50,000	50,000	Emergency mgmt/community outreach/office assistance
GF/Legal	Seasonal	50,000	50,000	Assist prosecution due to COVID-19 backlog
GF/CD	Seasonal	50,000	50,000	Assist with increase activity
GF/Police	Mental Health Professional	35,000	70,000	Professional services
GF/Police	Evidence.com services	30,000		Cloud management of evidence
GF/Police	Guardian RFID Software	25,000	5,000	Enhance jail monitoring
GF/Police	Inmate Property Storage System	20,000		Allows for more uniform method of packaging, storing, & tracking
GF/Parks	Jennings Parking lot paving	30,000		
GF/Parks	Street Banners for waterfront/downtown	14,000		Branding; apply for Hotel/Motel grant
GF/Parks	Opera House Cameras	7,500		Security cameras for front, back, & main doorways
GF/Engineering	Seasonal	50,000		Continue seasonal for waterfront & engineering projects
GF/Streets & Parks Maint.	Seasonal - Parks Maintenance	69,144	72,643	
GF/Streets & Parks Maint.	Seasonal - Streets Maintenance	46,096	48,429	
GF/Streets & Parks Maint.	Replace failing SODA Cart	15,500		
GF/Streets & Parks Maint.	Mowing Arm for trail maintenance	14,000		
GF/Streets & Parks Maint.	Replace Kubota	17,000		
GF/Non-Departmental	Building Maintenance	100,000		
Total GF		743,240	446,072	
Utilities	Seasonal - Water Resources	46,096	48,429	Water meter equip. maintenance
Utilities	Seasonal - Storm/Sewer	92,193	96,859	Stormwater facilities maintenance
Total Utilities		138,289	145,288	
Golf Course	Golf Course Improvements	20,000		Repairs at Cedarcrest Golf Course to reduce damage to golf carts and improve odor issue

Projects & Services [Feb. 2020 Council Retreat]

Actively Pursuing Grants & Other Funding Options – 2021 updates in red

- 156th Street Railroad Overcrossing - \$17,700,000
- Waterfront Development – 2021 Request- \$100,000 Fit Test
- Ebey Waterfront Park & Trail - \$20,000,000
- Waterfront Trail Connection - \$500,000
- Grove Street Overpass - \$23,000,000 – 30% design completed; funding search
- State Ave: 104th to 116th - \$8,000,000 – 2021/2022 Budget-50% const. grant
- Quiet Zones - \$4,000,000 - \$6,000,000 – Feasibility study in progress
- State Ave. Corridor Beautification - \$3,000,000
- Community Center - \$2,000,000 – revised – move to Court Building
- Marysville/Lake Stevens Trail - \$200,000 – applying for grants/appropriation
- Centennial Trail - \$1,500,000 – grants acquired; construction in progress
- Olympic View Park Phase II
- SR92 Improvements
- 47th & 528 Intersection Improvements
- 88th Street Improvements
- Level of Service – Intersections – 3rd to 80th – bid awarded 3/22/21
- Civic Center Parking
- Mother Nature’s Window – 2021 Request – \$360,000 Phase I

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Projects & Services [April 2021 requests]

Project/Capital	Cost	Notes	Agenda Page #
General Fund			
Pickleball courts at Jennings Park	\$200,000	Pickleball Courts (16 8) and Frontage Improvements	190
Pump Track	\$275,000	Depends on surface and location selected	191
Playground at Strawberry Fields-Northend Park	\$125,000	Placement of new playground at 152nd Street NE next to existing shelter at Strawberry Fields	192
Exterior Coating of Opera House building	\$200,000	Building Maintenance	193
Mother Nature's Window 1	\$360,000	Phase 1 Improvements (Roadway clearing, tree removal, grading, excavation, signs)	194
Comeford Park Redesign and Renovation	\$1,150,000	Design of park and open space, completing Civic Ctr. Plaza amphitheater	195
Professional services – waterfront design/marketing	\$100,000	Fit Test for waterfront- hire developer to do site concept and costing	
General Fund Total	\$2,410,000		

Utilities

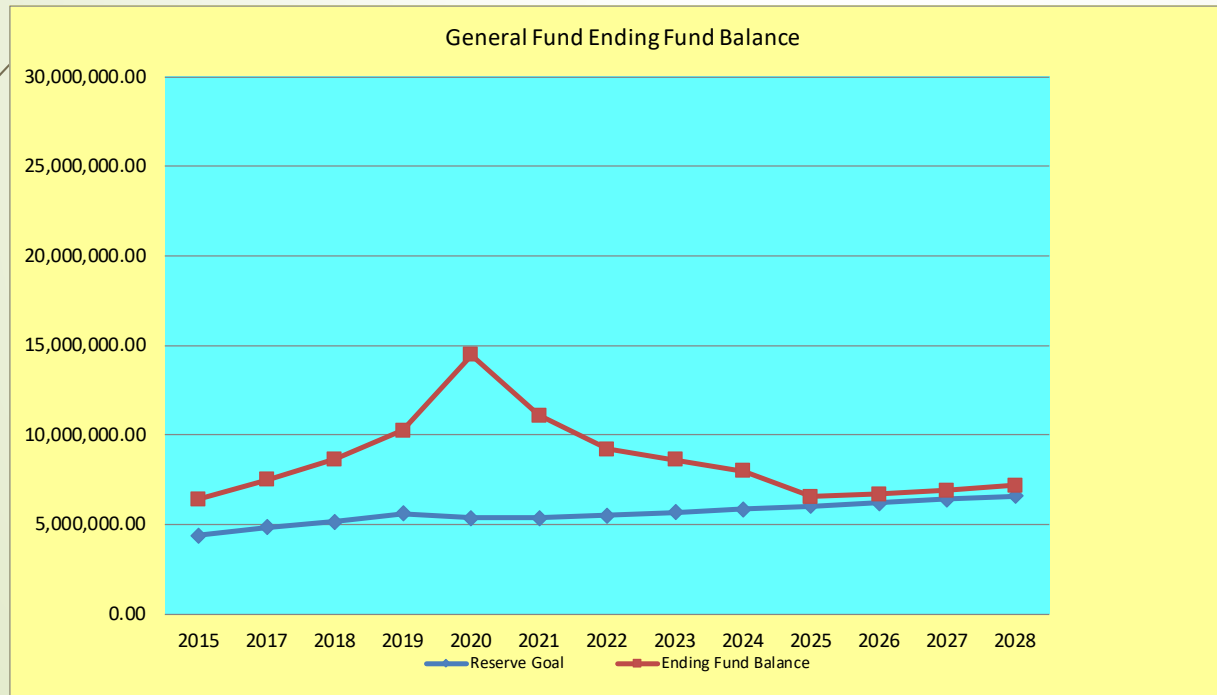
AMI Infrastructure Purchases	\$125,000		196
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Financial Forecast – includes amendments

	Actual 2017	Actual 2018	Actual 2019	Forecast 2020	Estimate 2021	Estimate 2022	Estimate 2023	Estimate 2024	Estimate 2025	Estimate 2026	Estimate 2027	Estimate 2028
Beginning Fund Balance	6,703,205	7,490,526	8,632,619	10,251,718	14,447,658	11,083,876	9,180,126	8,614,471	7,978,557	6,544,550	6,693,612	6,905,862
Annual Revenues	48,342,014	51,454,731	56,070,085	53,706,029	53,612,089	54,822,331	56,748,224	58,450,671	60,204,191	62,010,317	63,870,626	65,786,745
Labor Costs	24,173,888	25,035,114	26,549,897	27,871,171	31,338,642	32,032,459	34,699,692	36,418,281	38,202,175	40,053,858	41,575,905	43,155,789
Additional FTE		514,976	149,500	306,884	2,750,000	1,450,000	400,000	400,000	400,000			
Departmental Exp	19,886,307	18,514,791	20,523,606	10,583,744	13,036,249	12,625,708	12,815,094	13,007,320	13,202,430	13,400,466	13,601,473	13,805,495
Operating Exp	3,494,498	6,247,758	7,227,982	6,748,290	7,250,980	7,117,914	7,189,093	7,260,984	7,333,594	7,406,930	7,480,999	7,555,809
Reserve Transfer				4,000,000	2,600,000	3,500,000	2,210,000	2,000,000	2,500,000	1,000,000	1,000,000	1,000,000
Ending Fund Balance	7,490,526	8,632,619	10,251,718	14,447,658	11,083,876	9,180,126	8,614,471	7,978,557	6,544,550	6,693,612	6,905,862	7,175,513



Annexation Sales Tax Credit Expiring
2020 October

PRIMARY MODEL ASSUMPTIONS

- Property Tax 0% per year
- 2021 Revenue Adjustment
 - Sales Tax
 - CD Fees
 - Internal Service Fees
- 2021 - add in Street Dept.

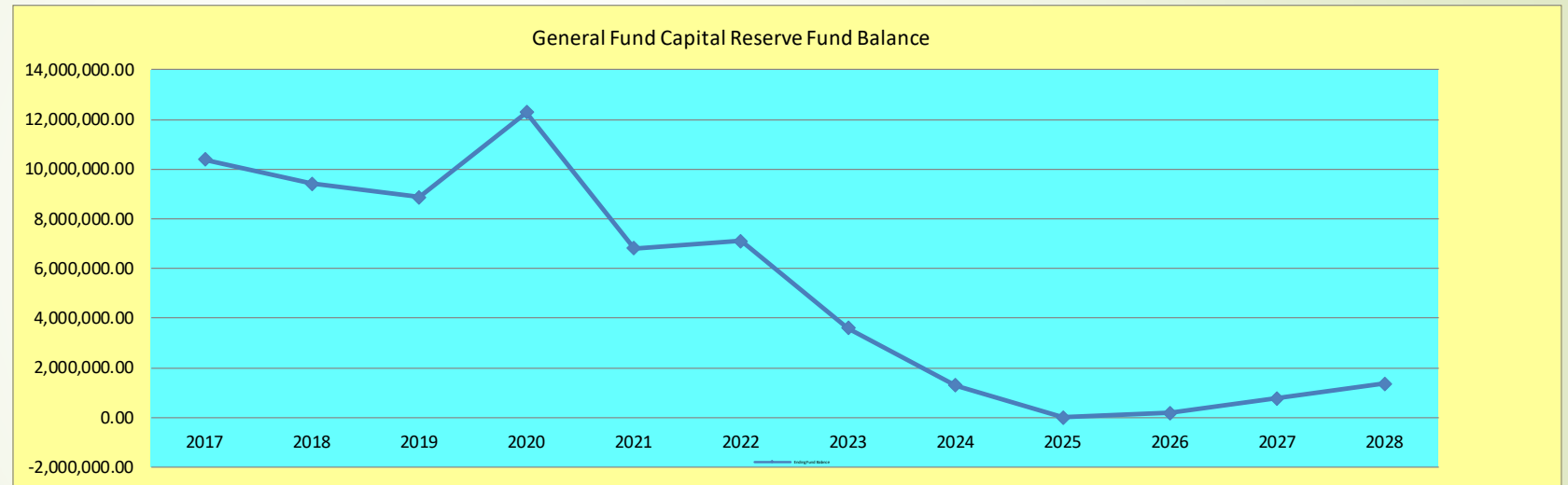
General Fund Capital Reserve

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Financial Forecast – includes amendments

	Estimate 2017	Estimate 2018	Estimate 2019	Estimate 2020	Estimate 2021	Estimate 2022	Estimate 2023	Estimate 2024	Estimate 2025	Estimate 2026	Estimate 2027	Estimate 2028
Beginning Fund Balance	7,913,897	10,379,071	9,420,814	8,871,906	12,285,546	6,813,886	7,103,791	3,601,605	1,294,505	(7,895)	179,405	771,705
Capital Contributions	2,577,235	21,571		4,000,000	2,600,000	3,500,000	2,210,000	2,000,000	2,500,000	1,000,000	1,000,000	1,000,000
Existing Debt (CH, CRT)			548,908	586,360	501,660	710,095	712,186	307,100	302,400	312,700	407,700	407,700
Capital Expense	112,061	979,828		-	7,570,000	2,500,000	5,000,000	4,000,000	3,500,000	500,000	-	-
Ending Fund Balance	10,379,071	9,420,814	8,871,906	12,285,546	6,813,886	7,103,791	3,601,605	1,294,505	(7,895)	179,405	771,705	1,364,005



Capital Expense	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
IJR												
Sales Tax Rebate		186,065										
Grant Match - State		500,000			500,000							
City Hall					2,500,000	2,500,000						
Waterfront Project												
2021 Amendment - Projects					2,900,000							
Property												
Transportation							5,000,000	4,000,000	3,500,000	500,000		
Centennial Trail					830,000							
Olympic View				Item 11 - 12	840,000							
Totals	-	686,065	-	-	7,570,000	2,500,000	5,000,000	4,000,000	3,500,000	500,000	-	-

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE
2021-2022 BIENNIAL BUDGET AND PROVIDING FOR THE
INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR
IN ORDINANCE NO. 3160.

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

Section 1. Since the adoption of the 2021-2022 budget by the City Council on October 26, 2020, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2021- 2022 budget. The following funds as referenced in Ordinance No. 3160 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 12,980,033	\$ 14,447,658	\$ 1,467,625
General Fund	001	Revenue	103,837,098	109,290,481	5,453,383
General Fund	001	Expenditures	109,502,202	116,652,275	7,150,073
General Fund	001	Ending Fund Balance	7,314,929	7,085,863	(229,066)
Cumulative Reserve	005	Beginning Fund Balance	10,294,671	12,285,548	1,990,877
Cumulative Reserve	005	Revenue	6,100,000	6,100,000	-
Cumulative Reserve	005	Expenditures	13,485,805	15,695,805	2,210,000
Cumulative Reserve	005	Ending Fund Balance	2,908,866	2,689,743	(219,123)
Water/Sewer Utilities	401	Beginning Fund Balance	11,703,663	11,703,663	-
Water/Sewer Utilities	401	Revenue	59,852,411	59,852,411	-
Water/Sewer Utilities	401	Expenditures	60,062,003	60,638,513	576,510
Water/Sewer Utilities	401	Ending Fund Balance	11,494,071	10,917,561	(576,510)
Solid Waste	410	Beginning Fund Balance	4,686,461	4,686,461	-
Solid Waste	410	Revenue	19,738,833	19,738,833	-
Solid Waste	410	Expenditures	18,160,692	18,342,788	182,096
Solid Waste	410	Ending Fund Balance	6,264,602	6,082,506	(182,096)
Golf Course	420	Beginning Fund Balance	237,728	237,728	-
Golf Course	420	Revenue	2,402,010	2,402,010	-
Golf Course	420	Expenditures	2,487,088	2,507,088	20,000
Golf Course	420	Ending Fund Balance	152,650	132,650	(20,000)
Fleet Services	501	Beginning Fund Balance	784,653	784,653	-
Fleet Services	501	Revenue	2,643,207	3,117,803	474,596
Fleet Services	501	Expenditures	2,645,716	3,126,366	480,650
Fleet Services	501	Ending Fund Balance	782,144	776,090	(6,054)
IS	503	Beginning Fund Balance	135,643	135,643	-
IS	503	Revenue	3,249,387	3,597,513	348,126
IS	503	Expenditures	3,239,939	3,588,065	348,126
IS	503	Ending Fund Balance	145,091	145,091	-

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2021-2022 budget and in accordance with MMC 2.50.030, the 2021-2022 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3160 shall remain in full force and effect, unchanged.

Section 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Effective date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2021.

CITY OF MARYSVILLE

By _____ MAYOR

ATTEST:

By _____ DEPUTY CITY CLERK

Approved as to form:

By _____ CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2019-2020 Amendment Account Detail

Fund No./Dept.	Amendment Description	2021	2022	2021/2022	2021	2022	2021/2022
		Appropriation Amendment Request	Appropriation Amendment Request	Appropriation Biennial Request	Revenue Amendment Request	Revenue Amendment Request	Revenue Biennial Request
001/0	Sales Tax Adjustment	-	-	-	2,105,400	2,105,400	4,210,800
001/0	Community Development Fee Adjustment	-	-	-	300,000	300,000	600,000
001/01	Council - Technology Upgrades (line adjustment)	-	-	-			-
001/02	Courts - MAP Program	50,000	50,000	100,000			-
001/03	Executive - Victim Advocate Services	50,000	50,000	100,000			-
001/03	Executive - Seasonal	50,000	50,000	100,000			-
001/03	Communications Specialists (2)	119,606	50,000	169,606	37,257		37,257
001/04	Finance - Utility Billing Accounting Technician	9,947	98,100	108,047	9,947	98,100	108,047
001/05	Legal - Seasonal	50,000	50,000	100,000			-
001/06	HR Assistant	76,509	114,612	191,121	19,893	29,799	49,692
001/07	CD - Seasonal	50,000	50,000	100,000			-
001/07	CD Planing Technician	63,758	114,612	178,370			-
001/07	CD Program Specialist (Permit Technician)	55,907	100,480	156,387			-
001/07	CD Principal Planner	-	153,037	153,037			-
001/08	Police - Evidence Software	30,000	30,000	60,000			-
001/08	Police - Inmate Property Storage System	20,000	-	20,000			-
001/08	Police - Inmate Tracking & Accountability Software	25,000	5,000	30,000			-
001/08	Police - Admin Specialist	52,601	110,319	162,920			-
001/08	Police - Custody Officers (5)	314,458	612,705	927,163			-
001/08	Police - Full-Time Embedded MHP	(33,359)	126,605	93,246			-
001/08	Police - Crime Prevention Officer	104,400	161,509	265,909			-
001/08	Police - Records Supervisor	74,706	134,319	209,025			-
001/08	Police - Vehicles	65,000	3,000	68,000			-
001/08	Police - Code Enforcement Reclassification to FTE	-	94,758	94,758			-
001/08	Police - Custody Officers (5)	-	612,705	612,705			-
001/08	Police - Detective	-	166,384	166,384			-
001/08	Police - Detective Vehicle	-	65,000	65,000			-
001/08	Police - Overlap Shift Officers (2)	-	321,572	321,572			-
001/08	Police - Vehicles	-	130,000	130,000			-
001/08	Police - Part-Time MHP	-	97,579	97,579			-
001/10	Parks - Maintenance Tech I	47,341	97,949	145,290			-
001/10	Parks - Recreation Seasonal	50,000	50,000	100,000			-
001/10	Opera House Security Cameras	7,500	-	7,500			-
001/10	Street Banners (Hotel/Motel grant?)	14,000	-	14,000	14,000		14,000
001/11	Engineering - Seasonal	50,000	50,000	100,000			-
001/11	Associate Traffic Engineer	76,827	149,473	226,300			-
001/11	Civil Plan Review	76,827	149,473	226,300			-
001/11	Construction Inspector II	65,318	135,700	201,018			-
001/11	Construction Tech. II	59,800	116,762	176,562			-
001/11	Development Services Technician	60,099	124,845	184,944			-
001/16	Jennings Parking Lot Paving	30,000	-	30,000			-
001/16	Mowing Arm Attachment	14,000	-	14,000			-
001/16	Public Works Services Manager	95,564	190,033	285,597	50,649	100,717	151,366
001/16	Replacement Kubota Vehicle (insurance recovery?)	17,000	-	17,000	7,000		7,000
001/16	Parks Seasonals	69,144	-	69,144			-
001/16	Streets Seasonals	46,096	-	46,096			-
001/16	SODA Cart	15,500	-	15,500			-
001/99	Opera House Exterior Repair/Painting	200,000	-	200,000			-
001/99	Building Maintenance	100,000	-	100,000			-
001/99	All - IS Reorganization	77,877	132,117	209,994	102,067	173,154	275,221
005	Mother Nature's Window Cleanup	360,000	-	360,000			-
005	Pickleball Courts	200,000	-	200,000			-
005	Pump Track	275,000	-	275,000			-
005	Strawberry Fields Playground	125,000	-	125,000			-
005	Comeford Park Re-design	400,000	750,000	1,150,000			-
005	Professional services – waterfront design/marketing	100,000	-	100,000			-
401	Meter Replacements	62,500	62,500	125,000			-
401	Meter Technician	84,073	107,885	191,958			-
401	Storm/Sewer Seasonals	44,146	92,193	136,339			-
401	Water Resources Seasonals	22,073	46,096	68,169			-
401	IS Reorganization	20,413	34,631	55,044			-
410	Fleet Mechanic Interfund Services	59,214	122,882	182,096			-
420	Golf Course Improvements	20,000	-	20,000			-
501	Fleet Mechanic	59,214	122,882	182,096	59,214	122,882	182,096
501	IS Reorganization	2,245	3,809	6,054			-
501	Police Vehicles	65,000	227,500	292,500	65,000	227,500	292,500
503	IS Reorganization	174,972	173,154	348,126	174,972	173,154	348,126
	Amendment Totals	4,475,275	6,492,180	10,967,455	2,945,399	3,330,706	6,276,105

EXHIBIT B – 2019-2020

CITY OF MARYSVILLE
MANAGEMENT PAY GRID 2021

1.75% Increase - effective 1/1/2021

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M112	Community Support Specialist	\$ 74,624 \$ 35.88	\$ 76,868 \$ 36.96	\$ 79,153 \$ 38.05	\$ 81,524 \$ 39.19	\$ 84,000 \$ 40.38	\$ 86,497 \$ 41.59	\$ 89,100 \$ 42.84	\$ 91,344 \$ 43.92	\$ 93,608 \$ 45.00
M113	Assistant Court Administrator Athletic Supervisor Community Center Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 81,333 \$ 39.10	\$ 83,767 \$ 40.27	\$ 86,307 \$ 41.49	\$ 88,868 \$ 42.72	\$ 91,555 \$ 44.02	\$ 94,307 \$ 45.34	\$ 97,122 \$ 46.69	\$ 99,555 \$ 47.86	\$ 102,032 \$ 49.05
M114	Human Resource Analyst Training & Community Outreach Administrator	\$ 87,323 \$ 41.98	\$ 89,947 \$ 43.24	\$ 92,656 \$ 44.55	\$ 95,407 \$ 45.87	\$ 98,286 \$ 47.25	\$ 101,227 \$ 48.67	\$ 104,296 \$ 50.14	\$ 106,878 \$ 51.38	\$ 109,545 \$ 52.67
M115	Administrative Services Manager GIS-Supervisor	\$ 93,460 \$ 44.93	\$ 96,233 \$ 46.27	\$ 99,132 \$ 47.66	\$ 102,116 \$ 49.09	\$ 105,185 \$ 50.57	\$ 108,339 \$ 52.09	\$ 111,598 \$ 53.65	\$ 114,349 \$ 54.98	\$ 117,206 \$ 56.35
M116	Parks Maintenance/Support Services Supervisor Prosecutor Risk/Emergency Management Manager Solid Waste/Fleet Services Supervisor Storm/Sewer Supervisor Street Supervisor Water Operations Supervisor Water Resource Supervisor Principal Planner	\$ 100,000 \$ 48.08	\$ 102,984 \$ 49.51	\$ 106,074 \$ 51.00	\$ 109,249 \$ 52.52	\$ 112,529 \$ 54.10	\$ 115,915 \$ 55.73	\$ 119,386 \$ 57.40	\$ 122,370 \$ 58.83	\$ 125,418 \$ 60.30
M117	Building Official Court Administrator Financial Operations Manager Financial Planning Administrator Planning Manager Senior Project Engineer Traffic Engineer Manager IT Supervisor	\$ 104,973 \$ 50.47	\$ 108,127 \$ 51.98	\$ 111,365 \$ 53.54	\$ 114,709 \$ 55.15	\$ 118,180 \$ 56.82	\$ 121,693 \$ 58.51	\$ 125,354 \$ 60.27	\$ 128,487 \$ 61.77	\$ 131,704 \$ 63.32
M118	Development Services Manager Senior Project Manager Civic Campus Project Manager	\$ 110,243 \$ 53.00	\$ 113,524 \$ 54.58	\$ 116,931 \$ 56.22	\$ 120,444 \$ 57.91	\$ 124,085 \$ 59.66	\$ 127,788 \$ 61.44	\$ 131,619 \$ 63.28	\$ 134,921 \$ 64.87	\$ 138,286 \$ 66.48
M119	Assistant Parks Director Utility Manager PW Services Manager	\$ 115,746 \$ 55.65	\$ 119,217 \$ 57.32	\$ 122,794 \$ 59.04	\$ 126,476 \$ 60.81	\$ 130,264 \$ 62.63	\$ 134,180 \$ 64.51	\$ 138,201 \$ 66.44	\$ 141,651 \$ 68.10	\$ 145,206 \$ 69.81
M120	No Position	\$ 121,524	\$ 125,164	\$ 128,910	\$ 132,804	\$ 136,783	\$ 140,889	\$ 145,122	\$ 148,741	\$ 152,465
M121	City Engineer Deputy City Attorney IS Manager	\$ 127,619 \$ 61.36	\$ 131,450 \$ 63.20	\$ 135,365 \$ 65.08	\$ 139,428 \$ 67.03	\$ 143,619 \$ 69.05	\$ 147,936 \$ 71.12	\$ 152,381 \$ 73.26	\$ 156,169 \$ 75.08	\$ 160,063 \$ 76.95
M122	Assistant Finance Director Assistant Public Works Director Human Resources Manager	\$ 133,989 \$ 64.42	\$ 137,989 \$ 66.34	\$ 142,137 \$ 68.34	\$ 146,434 \$ 70.40	\$ 150,815 \$ 72.51	\$ 155,323 \$ 74.67	\$ 159,979 \$ 76.91	\$ 164,000 \$ 78.85	\$ 168,084 \$ 80.81
M123	Assistant Police Chief	\$ 147,386	\$ 151,809	\$ 156,360	\$ 161,058	\$ 165,862	\$ 170,857	\$ 175,979	\$ 180,381	\$ 184,889
M124	Community Development Director Parks Director	\$ 154,751 \$ 74.40								\$ 198,074 \$ 95.23
M125	Finance Director	\$ 162,497 \$ 78.12								\$ 207,979 \$ 99.99
M126	Police Chief City Attorney Public Works Director	\$ 170,624 \$ 82.03								\$ 218,391 \$ 105.00

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2021**

1.75% Increase - effective 1/1/2021

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N110	Human Resource Assistant	\$ 65,799	\$ 67,767	\$ 69,799	\$ 71,894	\$ 74,053	\$ 76,275	\$ 78,561	\$ 80,529	\$ 82,540
	Planning Technician	\$ 31.63	\$ 32.58	\$ 33.56	\$ 34.56	\$ 35.60	\$ 36.67	\$ 37.77	\$ 38.72	\$ 39.68
	Confidential Legal Assistant									
	Computer Technician									
N111	Deputy City Clerk	\$ 69,735	\$ 71,852	\$ 73,989	\$ 76,212	\$ 78,497	\$ 80,825	\$ 83,280	\$ 85,354	\$ 87,492
	Probation Officer	\$ 33.53	\$ 34.54	\$ 35.57	\$ 36.64	\$ 37.74	\$ 38.86	\$ 40.04	\$ 41.04	\$ 42.06
	Communications/Marketing Specialist Confidential Admin Specialist									
N112	Code Enforcement Officer	\$ 74,624	\$ 76,868	\$ 79,153	\$ 81,524	\$ 84,000	\$ 86,497	\$ 89,100	\$ 91,344	\$ 93,608
	Confidential Admin. Associate	\$ 35.88	\$ 36.96	\$ 38.05	\$ 39.19	\$ 40.38	\$ 41.59	\$ 42.84	\$ 43.92	\$ 45.00
	Development Services Technician									
	Financial Specialist - Engineering									
	GIS Technician									
	Inspector I - Building									
	Inspector I - Construction									
	Paralegal									
	Planning Assistant									
	Surface Water Specialist									
	Surface Water Inspector									
	Safety and Risk Specialist									
	Sr Systems & Operations Technician									
N113	Associate Planner	\$ 81,333	\$ 83,767	\$ 86,286	\$ 88,868	\$ 91,534	\$ 94,307	\$ 97,122	\$ 99,555	\$ 102,032
	I.S. Analyst	\$ 39.10	\$ 40.27	\$ 41.48	\$ 42.72	\$ 44.01	\$ 45.34	\$ 46.69	\$ 47.86	\$ 49.05
	Engineering Technician									
	Financial Analyst									
	GIS Analyst									
	Human Resource Specialist									
	Inspector II - Building									
	Inspector II - Construction									
	Executive Services Coordinator									
	NPDES Coordinator									
N114	Crime & Intelligence Analyst	\$ 87,323	\$ 89,947	\$ 92,656	\$ 95,407	\$ 98,286	\$ 101,227	\$ 104,296	\$ 106,878	\$ 109,545
	Electronic Control Systems Administrator	\$ 41.98	\$ 43.24	\$ 44.55	\$ 45.87	\$ 47.25	\$ 48.67	\$ 50.14	\$ 51.38	\$ 52.67
	Inspector III - Combo									
	Inspector III - Electrical Planner Systems & Database Analyst									
N115	Assistant Building Official	\$ 93,460	\$ 96,233	\$ 99,132	\$ 102,116	\$ 105,185	\$ 108,339	\$ 111,598	\$ 114,349	\$ 117,206
	Civil Plan Review	\$ 44.93	\$ 46.27	\$ 47.66	\$ 49.09	\$ 50.57	\$ 52.09	\$ 53.65	\$ 54.98	\$ 56.35
	Project Engineer									
	Senior Planner Associate Traffic Engineer									
N116	IS System Administrator	\$ 100,000	\$ 102,984	\$ 106,074	\$ 109,249	\$ 112,529	\$ 115,915	\$ 119,386	\$ 122,370	\$ 125,418
	Public Relations Administrator	\$ 48.08	\$ 49.51	\$ 51.00	\$ 52.52	\$ 54.10	\$ 55.73	\$ 57.40	\$ 58.83	\$ 60.30

**CITY OF MARYSVILLE
NON REPRESENTED HOURLY PAY GRID 2021**

1.75% Increase - effective 1/1/2021

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N113	Executive Services Coordinator NPDES Coordinator	\$ 39.10	\$ 40.27	\$ 41.48	\$ 42.72	\$ 44.01	\$ 45.34	\$ 46.69	\$ 47.86	\$ 49.05

Teamsters Pay Grid 2021
1.75% Increase - effective 1/1/2021

2021 Classification	2021 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Custodian	U20	\$43,723	\$45,035	\$46,386	\$47,778	\$49,211	\$50,687	\$52,208	\$53,513
		\$21.02	\$21.65	\$22.30	\$22.97	\$23.66	\$24.37	\$25.10	\$25.73	\$26.37
Customer Service Representative	U25	\$52,468	\$54,042	\$55,663	\$57,333	\$59,053	\$60,825	\$62,649	\$64,216	\$65,821
Parks Maintenance Tech I		\$25.22	\$25.98	\$26.76	\$27.56	\$28.39	\$29.24	\$30.12	\$30.87	\$31.64
Streets Maintenance Tech I										
Accounting Tech - AP	U30	\$55,616	\$57,284	\$59,003	\$60,773	\$62,596	\$64,474	\$66,408	\$68,069	\$69,770
Accounting Tech - Utility Billing		\$26.74	\$27.54	\$28.37	\$29.22	\$30.09	\$31.00	\$31.93	\$32.73	\$33.54
CD Program Specialist										
Police Records Tech										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$60,065	\$61,867	\$63,723	\$65,635	\$67,604	\$69,632	\$71,721	\$73,514	\$75,352
Meter Technician		\$28.88	\$29.74	\$30.64	\$31.56	\$32.50	\$33.48	\$34.48	\$35.34	\$36.23
Parks Administrative Associate										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Small Equipment Mechanic	U40	\$63,669	\$65,579	\$67,547	\$69,573	\$71,660	\$73,810	\$76,024	\$77,925	\$79,873
Evidence Specialist		\$30.61	\$31.53	\$32.47	\$33.45	\$34.45	\$35.49	\$36.55	\$37.46	\$38.40
Parks Administrative Specialist										
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$66,853	\$68,858	\$70,924	\$73,052	\$75,243	\$77,501	\$79,826	\$81,821	\$83,867
Parks Maintenance Lead I		\$32.14	\$33.10	\$34.10	\$35.12	\$36.17	\$37.26	\$38.38	\$39.34	\$40.32
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$71,532	\$73,678	\$75,889	\$78,165	\$80,510	\$82,926	\$85,413	\$87,549	\$89,737
Industrial Waste/Pretreatment Technician		\$34.39	\$35.42	\$36.48	\$37.58	\$38.71	\$39.87	\$41.06	\$42.09	\$43.14
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$76,540	\$78,836	\$81,201	\$83,637	\$86,146	\$88,730	\$91,392	\$93,677	\$96,019
Senior Traffic Control Systems Tech		\$36.80	\$37.90	\$39.04	\$40.21	\$41.42	\$42.66	\$43.94	\$45.04	\$46.16
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										

CITY OF MARYSVILLE
MPMA - COMMANDER PAY GRID 2020

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Commander	\$125,416	\$129,187	\$133,043	\$137,028	\$141,141	\$145,383	\$149,754	\$153,481	\$157,316
	\$ 60.30	\$ 62.11	\$ 63.96	\$ 65.88	\$ 67.86	\$ 69.90	\$ 72.00	\$ 73.79	\$ 75.63

Wage re-opener begin 6/15/2021

2021

MPOA - (OFFICERS & SERGEANTS)

January 1, 2021 Through December 31, 2021

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	6,367	6,610	6,847	7,221	7,636	7,939
Police Sergeant	8,977	9,368				
Entry Police	5,730					

2021

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)

January 1, 2021 - December 31, 2021

3% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	4,920	5,120	5,330	5,549	5,776	6,014	6,247
Custody Sergeant	6,832	7,035					
Custody Corporal	6,563	6,721					
Custody Officer	5,043	5,258	5,442	5,633	5,854	6,100	6,281

**CITY OF MARYSVILLE
MANAGEMENT PAY GRID 2022**

2.0% Increase - effective 1/1/2022

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M112	Community Support Specialist	\$ 76,116	\$ 78,405	\$ 80,736	\$ 83,154	\$ 85,680	\$ 88,227	\$ 90,882	\$ 93,171	\$ 95,480
		\$ 36.60	\$ 37.70	\$ 38.81	\$ 39.97	\$ 41.19	\$ 42.42	\$ 43.70	\$ 44.80	\$ 45.90
M113	Assistant Court Administrator Athletic Supervisor Community Center Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 82,960	\$ 85,442	\$ 88,033	\$ 90,645	\$ 93,386	\$ 96,193	\$ 99,064	\$ 101,546	\$ 104,073
		\$ 39.88	\$ 41.08	\$ 42.32	\$ 43.57	\$ 44.90	\$ 46.25	\$ 47.62	\$ 48.82	\$ 50.03
M114	Human Resource Analyst Training & Community Outreach Administrator	\$ 89,069	\$ 91,746	\$ 94,509	\$ 97,315	\$ 100,252	\$ 103,252	\$ 106,382	\$ 109,016	\$ 111,736
		\$ 42.82	\$ 44.10	\$ 45.44	\$ 46.79	\$ 48.20	\$ 49.64	\$ 51.14	\$ 52.41	\$ 53.72
M115	Administrative Services Manager GIS-Supervisor	\$ 95,329	\$ 98,158	\$ 101,115	\$ 104,158	\$ 107,289	\$ 110,506	\$ 113,830	\$ 116,636	\$ 119,550
		\$ 45.83	\$ 47.20	\$ 48.61	\$ 50.07	\$ 51.58	\$ 53.13	\$ 54.72	\$ 56.08	\$ 57.48
M116	Parks Maintenance/Support Services Supervisor Prosecutor Risk/Emergency Management Manager Solid Waste/Fleet Services Supervisor Storm/Sewer Supervisor Street Supervisor Water Operations Supervisor Water Resource Supervisor Principal Planner	\$ 102,000	\$ 105,044	\$ 108,195	\$ 111,434	\$ 114,780	\$ 118,233	\$ 121,774	\$ 124,817	\$ 127,926
		\$ 49.04	\$ 50.50	\$ 52.02	\$ 53.57	\$ 55.18	\$ 56.84	\$ 58.55	\$ 60.01	\$ 61.51
M117	Building Official Court Administrator Financial Operations Manager Financial Planning Administrator Planning Manager Senior Project Engineer Traffic Engineer Manager IT Supervisor	\$ 107,072	\$ 110,290	\$ 113,592	\$ 117,003	\$ 120,544	\$ 124,127	\$ 127,861	\$ 131,057	\$ 134,338
		\$ 51.48	\$ 53.02	\$ 54.61	\$ 56.25	\$ 57.96	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59
M118	Development Services Manager Senior Project Manager Civic Campus Project Manager	\$ 112,448	\$ 115,794	\$ 119,270	\$ 122,853	\$ 126,567	\$ 130,344	\$ 134,251	\$ 137,619	\$ 141,052
		\$ 54.06	\$ 55.67	\$ 57.34	\$ 59.07	\$ 60.85	\$ 62.67	\$ 64.55	\$ 66.17	\$ 67.81
M119	Assistant Parks Director Utility Manager PW Services Manager	\$ 118,061	\$ 121,601	\$ 125,250	\$ 129,006	\$ 132,869	\$ 136,864	\$ 140,965	\$ 144,484	\$ 148,110
		\$ 56.76	\$ 58.47	\$ 60.22	\$ 62.03	\$ 63.88	\$ 65.80	\$ 67.77	\$ 69.46	\$ 71.21
M120	No Position	\$ 123,954	\$ 127,667	\$ 131,488	\$ 135,460	\$ 139,519	\$ 143,707	\$ 148,024	\$ 151,716	\$ 155,514
		\$ 59.59	\$ 61.37	\$ 63.22	\$ 65.13	\$ 67.08	\$ 69.08	\$ 71.17	\$ 72.94	\$ 74.77
M121	City Engineer Deputy City Attorney IS Manager	\$ 130,171	\$ 134,079	\$ 138,072	\$ 142,217	\$ 146,491	\$ 150,895	\$ 155,429	\$ 159,292	\$ 163,264
		\$ 62.59	\$ 64.46	\$ 66.38	\$ 68.37	\$ 70.43	\$ 72.54	\$ 74.73	\$ 76.58	\$ 78.49
M122	Assistant Finance Director Assistant Public Works Director Human Resources Manager	\$ 136,669	\$ 140,749	\$ 144,980	\$ 149,363	\$ 153,831	\$ 158,429	\$ 163,179	\$ 167,280	\$ 171,446
		\$ 65.71	\$ 67.67	\$ 69.71	\$ 71.81	\$ 73.96	\$ 76.16	\$ 78.45	\$ 80.43	\$ 82.43
M123	Assistant Police Chief	\$ 150,334	\$ 154,845	\$ 159,487	\$ 164,279	\$ 169,179	\$ 174,274	\$ 179,499	\$ 183,989	\$ 188,587
		\$ 72.28	\$ 74.45	\$ 76.67	\$ 78.98	\$ 81.33	\$ 83.78	\$ 86.30	\$ 88.45	\$ 90.67
M124	Community Development Director Parks Director	\$ 157,846								\$ 202,035
		\$ 75.89								\$ 97.13
M125	Finance Director	\$ 165,747								\$ 212,139
		\$ 79.68								\$ 101.99
M126	Police Chief City Attorney Public Works Director	\$ 174,036								\$ 222,759
		\$ 83.67								\$ 107.10

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2022**

2.0% Increase - effective 1/1/2022

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N110	Human Resource Assistant	\$ 67,115	\$ 69,122	\$ 71,195	\$ 73,332	\$ 75,534	\$ 77,801	\$ 80,132	\$ 82,140	\$ 84,191
	Planning Technician	\$ 32.26	\$ 33.23	\$ 34.23	\$ 35.25	\$ 36.31	\$ 37.40	\$ 38.53	\$ 39.49	\$ 40.47
	Confidential Legal Assistant									
	Computer Technician									
N111	Deputy City Clerk	\$ 71,130	\$ 73,289	\$ 75,469	\$ 77,736	\$ 80,067	\$ 82,442	\$ 84,946	\$ 87,061	\$ 89,242
	Probation Officer	\$ 34.20	\$ 35.23	\$ 36.28	\$ 37.37	\$ 38.49	\$ 39.64	\$ 40.84	\$ 41.86	\$ 42.90
	Communications/Marketing Specialist Confidential Admin Specialist									
N112	Code Enforcement Officer	\$ 76,116	\$ 78,405	\$ 80,736	\$ 83,154	\$ 85,680	\$ 88,227	\$ 90,882	\$ 93,171	\$ 95,480
	Confidential Admin. Associate	\$ 36.60	\$ 37.70	\$ 38.81	\$ 39.97	\$ 41.19	\$ 42.42	\$ 43.70	\$ 44.80	\$ 45.90
	Development Services Technician									
	Financial Specialist - Engineering									
	GIS Technician									
	Inspector I - Building									
	Inspector I - Construction									
	Paralegal									
	Planning Assistant									
	Surface Water Specialist									
	Surface Water Inspector									
	Safety and Risk Specialist									
	Sr Systems & Operations Technician									
N113	Associate Planner	\$ 82,960	\$ 85,442	\$ 88,012	\$ 90,645	\$ 93,365	\$ 96,193	\$ 99,064	\$ 101,546	\$ 104,073
	I.S. Analyst	\$ 39.88	\$ 41.08	\$ 42.31	\$ 43.57	\$ 44.89	\$ 46.25	\$ 47.62	\$ 48.82	\$ 50.03
	Engineering Technician									
	Financial Analyst									
	GIS Analyst									
	Human Resource Specialist									
	Inspector II - Building									
	Inspector II - Construction									
	Executive Services Coordinator									
NPDES Coordinator										
N114	Crime & Intelligence Analyst	\$ 89,069	\$ 91,746	\$ 94,509	\$ 97,315	\$ 100,252	\$ 103,252	\$ 106,382	\$ 109,016	\$ 111,736
	Electronic Control Systems Administrator	\$ 42.82	\$ 44.10	\$ 45.44	\$ 46.79	\$ 48.20	\$ 49.64	\$ 51.14	\$ 52.41	\$ 53.72
	Inspector III - Combo									
	Inspector III - Electrical									
	Planner Systems & Database Analyst									
N115	Assistant Building Official	\$ 95,329	\$ 98,158	\$ 101,115	\$ 104,158	\$ 107,289	\$ 110,506	\$ 113,830	\$ 116,636	\$ 119,550
	Civil Plan Review	\$ 45.83	\$ 47.20	\$ 48.61	\$ 50.07	\$ 51.58	\$ 53.13	\$ 54.72	\$ 56.08	\$ 57.48
	Project Engineer									
	Senior Planner Associate Traffic Engineer									
N116	IS System Administrator	\$ 102,000	\$ 105,044	\$ 108,195	\$ 111,434	\$ 114,780	\$ 118,233	\$ 121,774	\$ 124,817	\$ 127,926
	Public Relations Administrator	\$ 49.04	\$ 50.50	\$ 52.02	\$ 53.57	\$ 55.18	\$ 56.84	\$ 58.55	\$ 60.01	\$ 61.51

Teamsters Pay Grid 2022
2% Increase - effective 1/1/2022

2022 Classification	2022 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Custodian	U20	\$44,598	\$45,936	\$47,314	\$48,733	\$50,195	\$51,701	\$53,252	\$54,853	\$55,948
		\$21.44	\$22.08	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60	\$26.24	\$26.90
Customer Service Representative	U25	\$53,517	\$55,123	\$56,776	\$58,480	\$60,234	\$62,041	\$63,902	\$65,500	\$67,138
Parks Maintenance Tech I		\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.49	\$32.28
Streets Maintenance Tech I										
Accounting Tech - AP	U30	\$56,728	\$58,430	\$60,183	\$61,989	\$63,848	\$65,764	\$67,737	\$69,430	\$71,166
Accounting Tech - Utility Billing		\$27.27	\$28.09	\$28.93	\$29.80	\$30.70	\$31.62	\$32.57	\$33.38	\$34.21
CD Program Specialist										
Police Records Tech										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$61,267	\$63,105	\$64,998	\$66,948	\$68,956	\$71,025	\$73,156	\$74,984	\$76,859
Meter Technician		\$29.46	\$30.34	\$31.25	\$32.19	\$33.15	\$34.15	\$35.17	\$36.05	\$36.95
Parks Administrative Associate										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Small Equipment Mechanic	U40	\$64,943	\$66,891	\$68,898	\$70,965	\$73,093	\$75,286	\$77,545	\$79,483	\$81,471
Evidence Specialist		\$31.22	\$32.16	\$33.12	\$34.12	\$35.14	\$36.20	\$37.28	\$38.21	\$39.17
Parks Administrative Specialist										
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$68,190	\$70,235	\$72,342	\$74,513	\$76,748	\$79,051	\$81,422	\$83,458	\$85,544
Parks Maintenance Lead I		\$32.78	\$33.77	\$34.78	\$35.82	\$36.90	\$38.01	\$39.15	\$40.12	\$41.13
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$72,963	\$75,152	\$77,406	\$79,729	\$82,120	\$84,584	\$87,122	\$89,300	\$91,532
Industrial Waste/Pretreatment Technician		\$35.08	\$36.13	\$37.21	\$38.33	\$39.48	\$40.67	\$41.89	\$42.93	\$44.01
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$78,070	\$80,413	\$82,825	\$85,310	\$87,869	\$90,505	\$93,220	\$95,551	\$97,939
Senior Traffic Control Systems Tech		\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.51	\$44.82	\$45.94	\$47.09
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										

CITY OF MARYSVILLE
MPMA - COMMANDER PAY GRID 2020

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Commander	\$125,416	\$129,187	\$133,043	\$137,028	\$141,141	\$145,383	\$149,754	\$153,481	\$157,316
	\$ 60.30	\$ 62.11	\$ 63.96	\$ 65.88	\$ 67.86	\$ 69.90	\$ 72.00	\$ 73.79	\$ 75.63

Wage re-opener begin 6/15/2021

CITY OF MARYSVILLE

2022

MPOA - (OFFICERS & SERGEANTS)

January 1, 2022 Through December 31, 2022

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	6,622	6,874	7,121	7,509	7,941	8,257
Police Sergeant	9,336	9,743				
Entry Police	5,959					

CITY OF MARYSVILLE

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Police Officers	6,622	6,874	7,121	7,509	7,941	8,257
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Entry Police	5,959					

POSITION REQUEST SUMMARY

Department	Position	FTE - 2021	FTE - 2022
Executive	Communications Specialist	2	
Finance	Utility Billing Accounting Technician	1	
	IS Supervisor	1	
Human Resources	Human Resources Assistant	1	
Com. Dev.	CD Program Specialist/Permit Technician	1	
	Planning Technician	1	
	Principal Planner	1	
Police	Custody Officer	5	5
	Records Supervisor	1	
	Confidential Admin. Specialist	1	
	Police Officer	1	2
	Police Officer - Detective		1
	Community Support Specialist	1	
	Code Enforcement Officer		0.5
	Over hire authorization of 2 officers		
Parks	Parks Maintenance Tech I	1	
Engineering	Associate Traffic Engineer	1	
	Construction Inspector II	1	
	Development Services Technician	1	
	Civil Plan Review	1	
Public Works	Public Works Services Manager	1	
Utilities	Construction Technician II	1	
	Meter Technician	1	
Fleet	Mechanic	1	
Total by Year		26	8.5
Total for Budget			34.5

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Executive PRIORITY: 1

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Communication Specialists (2)

DESCRIPTION/JUSTIFICATION

The demands of communication for the City have grown over the years. In the early 1990's, the City had 1 Communications position when we were approximately 15,000 population and relying solely on print publications for communications. The City is now approximately 70,000 population, 300 employees and uses print, e-distribution, and social media for communications. We must both monitor and distribute through these outlets. A survey of 14 area jurisdictions communications staff levels showed average staffing over the 14 jurisdictions at 1:12k, which would suggest a need for 5 Communications employees. However, taking out the low ratios of Marysville, and high of Kent, then the average of the remaining 12 jurisdictions is 1:22K, This represents a need for 3 Communications personnel. This staffing level would address our needs for coverage in the various departments and media.

BENEFIT IF APPROVED:

This staffing level would address our needs for coverage in the various departments and media. With the additional staffing, we would pursue more monitoring, communication, video development using social media, marketing for economic development and also provide more strategic communication on neighborhood/community priorities.

IMPACT IF DENIED:

Limited ability to provide coverage in print, website, social media and digital realms.

					2021-2025
2021	2022	2023	2024	2025	Total

Revenue Sources:

General Fund	12,672	37,257	39,073	40,979	42,980	172,961
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Expenditures:

Salaries (11)	40,679	73,222	76,883	80,727	84,763	356,274
Overtime (12)						-
Benefits (20)	25,853	46,384	48,551	50,826	53,216	224,830
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-

Total Expenditures	66,532	119,606	125,434	131,553	137,979	581,104
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TOTAL REQUEST	53,861	82,349	86,361	90,574	94,999	408,143
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2021/2022 BUDGET REQUEST

Check the year of request

Oct. 2021 2022

DEPARTMENT NAME Utility Billing **PRIORITY:** _____
DEPARTMENT ORG # 00143523
BUDGET REQUEST TITLE: Accounting Technician - Utility Billing

DESCRIPTION/JUSTIFICATION

The Central Annexation solid waste collection franchise is scheduled to expire 12/31/2021 in order to ramp up for this change there is a need for an additional Accounting Technician in Utility Billing. Approximately 5,000 accounts would be added, the call volume, the increase in customer service needed to assist our current customers and the additional customers necessitate this addition. The Central Annexation Solid Waste Study conducted by FCS Group recommended an addition of an Accounting Technician.

BENEFIT IF APPROVED:

The ability to help more customers with our current levels of high customer service standards and to provide a smooth transition for customers new to the solid waste service. With such a large number of accounts being added, the ability to respond timely to the numerous questions will clearly be an advantage given the nature of the change where customers may not necessarily be familiar with the city and the mandatory garbage service requirement. This change is purposed for 4th quarter of 2021.

IMPACT IF DENIED:

The increase in calls and service requests would increase wait times for customers if the current staffing levels remains the same.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:	9,947	98,100	101,648	105,373	109,283	424,351
Expenditures:						
Salaries (11)	4,692	59,114	62,070	65,173	68,432	259,480
Overtime (12)						-
Benefits (20)	3,160	38,466	39,041	39,645	40,280	160,593
Office & Operating (31)	100	100	100	100	100	500
Small Tools (35)	1,995					1,995
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)		420	437	454	472	1,783
Total Expenditures	9,947	98,100	101,648	105,373	109,283	424,351
TOTAL REQUEST	(1)	0	0	(0)	0	(0)

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Finance - Information Services PRIORITY: 1

DEPARTMENT ORG # 503

BUDGET REQUEST TITLE: Information Services Reorganization

DESCRIPTION/JUSTIFICATION

Information Services has functioned with the same staff for the last 10 years. Addition of city staff, applications, and hardware over the years has stretch the staff. To help meet immediate needs of the City, IS has been using consultants, seasonal, and interns. Security has been one of the highest priorities and will continue to be. This focus and meeting immediate needs has made difficult for IS to stay current with technology, application review and project management. Reorganization of IS will assist with addressing this challenge. Currently, staffing ratio is 49:1. Compared to other cities the average is 30:1. The reorganization consists of adding an IS Supervisor position, upgrading one of the IS Analyst to a Systems & Database Analyst, and upgrading a Computer Technician to a Senior Systems and Operations Technician.

BENEFIT IF APPROVED:

The reorganization would improve the ability to manage and expedite projects, prioritize help desk calls more efficiently and begin technology and application review. As a result services to city departments will be improved and ultimately could improve customer service to the community.

IMPACT IF DENIED:

If the reorganization is denied IS staff will be unable to address current technology that could improve city staff efficiencies. The addition of city positions will increase help desk calls and hardware upgrades that will reduce IS staff's ability to meet project and application needs.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
Internal Service Fees	102,067	173,154	180,457	188,125	196,176	839,979
Expenditures:						
Salaries (11)	120,473	121,954	128,052	134,455	141,177	646,111
Overtime (12)						-
Benefits (20)	52,799	51,000	52,205	53,470	54,799	264,273
Office & Operating (31)	200	200	200	200	200	1,000
Small Tools (35)	1,000					1,000
Miscellaneous (49)	500					500
Total Expenditures	174,972	173,154	180,457	188,125	196,176	912,885
TOTAL REQUEST	102,067	0	(0)	(0)	0	72,906

5/2022 Hire 102,067

General Fund	76.3%	77,877	132,117	137,689	143,539	149,683	640,905
Utilities	20.0%	20,413	34,631	36,091	37,625	39,235	167,996
Fleet	2.2%	2,245	3,809	3,970	4,139	4,316	18,480
Facilities	0.4%	408	693	722	752	785	3,360
Solid Waste	1.1%	1,123	1,905	1,985	2,069	2,158	9,240

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Human Resources PRIORITY: 1

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: New Hire-Human Resources Assistant

DESCRIPTION/JUSTIFICATION

An additional Human Resources Assistant will aid in recruitment and hiring of new positions. It will support overall employee inquiries and assistance. The City's growth and a competitive workforce environment will make hiring and recruitment more difficult in future years. The increased employee count will also put additional demands on the staff for internal support.

BENEFIT IF APPROVED:

The position will help the department respond to employee needs as well as hiring.

IMPACT IF DENIED:

Delays in hiring and recruitment, as well as internal customer service.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund	28,418	29,799	31,249	32,773	34,371	156,610
Expenditures:						
Salaries (11)	65,799	69,089	72,543	76,171	79,979	363,581
Overtime (12)						-
Benefits (20)	43,500	45,523	47,647	49,878	52,219	238,767
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	109,299	114,612	120,190	126,049	132,198	602,348
TOTAL REQUEST	80,881	84,813	88,941	93,276	97,827	445,738

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Community Development PRIORITY: 1

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Program Specialist (Permit Technician)

DESCRIPTION/JUSTIFICATION

Development workload has increased over the past few years, creating the need for additional front counter and building permit support. Permit growth is anticipated to continue to build in future years with the Cascade Industrial Center, Lakewood, Sunnyside and downtown growth potential.

BENEFIT IF APPROVED:

Support for development review, customer service and permit support.

IMPACT IF DENIED:

Reduced customer service and slower permit review timelines.

					2021-2025
2021	2022	2023	2024	2025	Total

Revenue Sources:

					-
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Expenditures:

Salaries (11)	31,884	57,392	60,262	63,275	66,438	279,251
Overtime (12)						-
Benefits (20)	24,022	43,088	45,090	47,193	49,400	208,793
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-

Total Expenditures 55,907 100,480 105,352 110,468 115,838 488,045

TOTAL REQUEST 55,907 100,480 105,352 110,468 115,838 488,045

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Community Development PRIORITY: 1

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Planning Technician

DESCRIPTION/JUSTIFICATION

Development workload has increased over the past few years, creating the need for additional front counter and building permit support. Permit growth is anticipated to continue to build in future years with the Cascade Industrial Center, Lakewood, Sunnyside and downtown growth potential. The Planning Technician alleviates the counter support from the Senior Planners. This allows many routine customer inquiries and routine planning duties to be handled by lower level staff.

BENEFIT IF APPROVED:

Support for development review, customer service and permit support.

IMPACT IF DENIED:

Reduced customer service and slower permit review timelines.

	2021	2022	2023	2024	2025	2021-2025 Total
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Revenue Sources:

						-
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Expenditures:

Salaries (11)	38,383	69,089	72,543	76,171	79,979	336,165
Overtime (12)						-
Benefits (20)	25,375	45,523	47,647	49,878	52,219	220,642
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	63,758	114,612	120,190	126,049	132,198	556,807
TOTAL REQUEST	63,758	114,612	120,190	126,049	132,198	556,807

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Community Development PRIORITY: 1

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Principal Planner-Long Range & Economic Development

DESCRIPTION/JUSTIFICATION

The Principal Planner would be responsible for both long range and economic development planning and support. This position would provide business advocacy and support. The position would also be responsible for long range planning and zoning code work.

BENEFIT IF APPROVED:

This would alleviate the Planning staff from its support of comprehensive plan work, and reduce their responsibility for code work. This should then allow for more focused time for development review and improved customer service and support in that area. The position focus on economic development will provide a resource for business attraction, retention and expansion efforts for the city.

IMPACT IF DENIED:

Economic development activity would continue to be supported primarily by a team of the Chief Administrative Officer, CD Director and PW Director, on a response basis, without a separate staff contact and resource.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)		102,000	107,100	112,455	118,078	439,633
Overtime (12)						-
Benefits (20)		51,037	53,437	55,957	58,603	219,034
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	-	153,037	160,537	168,412	176,681	658,667
TOTAL REQUEST	-	153,037	160,537	168,412	176,681	658,667

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00103 960.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

Five custody staff to prepare the municipal jail operation for operating coverage, open the new facility, and improve Courtroom security. New Facility is larger and requires more staff to safely operate. This request represents a phased approach to meet location and operational changes.

BENEFIT IF APPROVED:

Jail staffing will need to be continually evaluated as our facility opens, COVID impacts are mitigated or eliminated, and business partnerships with surrounding agencies are explored and cultivated. Based on these factors the police department is expected to have a contingency request of five to seven custody staff requested in a future budget cycle for 2023/2024.

IMPACT IF DENIED:

If not approved, serious safety issues exist for inmates and staff as a result of insufficient staffing.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)	320,705	339,240	358,705	379,140	400,595	1,798,385
Overtime (12)	50,000	50,000	50,000	50,000	50,000	250,000
Benefits (20)	253,210	220,965	230,550	240,615	251,185	1,196,525
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	623,915	610,205	639,255	669,755	701,780	3,244,910
TOTAL REQUEST	623,915	610,205	639,255	669,755	701,780	3,244,910

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00103 960.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

Five custody staff to prepare the municipal jail operation for operating coverage, open the new facility, and improve Courtroom security. New Facility is larger and requires more staff to safely operate. This request represents a phased approach to meet location and operational changes.

BENEFIT IF APPROVED:

Jail staffing will need to be continually evaluated as our facility opens, COVID impacts are mitigated or eliminated, and business partnerships with surrounding agencies are explored and cultivated. Based on these factors the police department is expected to have a contingency request of five to seven custody staff requested in a future budget cycle for 2023/2024.

IMPACT IF DENIED:

If not approved, serious safety issues exist for inmates and staff as a result of insufficient staffing.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)		330,330	349,345	369,310	390,275	1,439,260
Overtime (12)		50,000	50,000	50,000	50,000	200,000
Benefits (20)		254,475	215,605	218,230	220,990	909,300
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures		- 634,805	614,950	637,540	661,265	2,548,560
TOTAL REQUEST		- 634,805	614,950	637,540	661,265	2,548,560

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00104 110.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

One Records Supervisor serves as the first-line supervisor to support the eleven staff in Records (9), and Property & Evidence (2). This number of direct reports results in an excessive span of control for Unit Commander who also oversees Custody. Direct supervision is required for high liability areas of Public Disclosure, Records Retention, and Evidence handling, storage, and destruction.

BENEFIT IF APPROVED:

Having a full time first-line supervisor for the Records Division will allow the Division Commander the support that is needed to supervise eleven full time employees. This addresses high liability areas of evidence and public records for the Department.

IMPACT IF DENIED:

A lack of appropriate supervision presents enhanced risk of liability for the above mentioned areas. The Police Commander will continue to serve as a First Line Supervisor for thirteen (13) staff and continue to run Custody Operations.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)	47,444	85,400	89,670	94,153	98,861	415,528
Overtime (12)						-
Benefits (20)	27,262	48,919	51,213	53,622	56,151	237,167
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	74,706	134,319	140,883	147,775	155,012	652,695
TOTAL REQUEST	74,706	134,319	140,883	147,775	155,012	652,695

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00103 010.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

One Police Administrative Specialist to assist in the Office of Professional Standards. This will provide staff accountability, office and program transparency, and it will assist with Accreditation support. Policy promulgation and oversight maintenance is an on going process as well as accreditation is continuous. Training can use additional administrative support to ensure vital areas of training and statutory requirements are met.

BENEFIT IF APPROVED:

Having a full time Police Administrative Specialist will allow the Command Staff to use time more efficiently and effectively. There are many office tasks that can be done by a Program Specialist rather than a Commander or a training officer. This will return additional discretionary time to training officer to focus on facilitating training or recruiting/ hiring and retention activities.

IMPACT IF DENIED:

All duties are dispersed to commissioned staff. Gaps may occur with maintaining accurate records, maintaining accredited status, meeting mandatory training standards, and ensuring statutory guidelines are met.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)	62,574	65,703	68,988	72,437	76,059	345,761
Overtime (12)						-
Benefits (20)	42,627	44,616	46,705	48,898	51,201	234,047
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	105,201	110,319	115,693	121,335	127,260	579,808
TOTAL REQUEST	105,201	110,319	115,693	121,335	127,260	579,808

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00103 222.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

One sworn Police Officer with a focus on Crime Prevention, Outreach, Education, networking and PIO duties. There needs to be an expansion of services and presence so that the businesses, multi-family residences, and community groups in Marysville can benefit from networking and crime prevention education. A dedicated public face for the department helps build community trust and becomes a key communication conduit for community issues.

BENEFIT IF APPROVED:

Having a full time Police Officer with a focus on Crime Prevention and Outreach will strengthen our partnerships in the community. This allows other patrol officers to focus on their beat. This position helps us to amplify our policing efforts, identifying issues before they arise more effectively addressing quality of life issues and providing vital public education.

IMPACT IF DENIED:

If denied we will need to be more reactive to issues, rather than leveraging the proactive abilities of this position. All duties become ancillary and secondary to patrol.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)	56,356	101,941	107,538	113,415	119,586	498,836
Overtime (12)	5,833	10,000	10,000	10,000	10,000	45,833
Benefits (20)	26,665	47,763	49,906	52,157	54,520	231,011
Uniforms/Equipment (26)**	6,300	950	950	950	950	10,100
Office & Operating (31)						-
Small Tools (35)***	9,245	855	855	855	855	12,665
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)****	65,000	3,000	3,000	3,000	3,000	77,000
Total Expenditures	169,400	164,509	172,249	180,377	188,911	875,446
TOTAL REQUEST	169,400	164,509	172,249	180,377	188,911	875,446

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00103 222.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

Hiring two additional Police Officers to add additional staffing to Overlap shifts. Bringing the Overlap Team up from three officers and a sergeant to four officers and a sergeant. This was the proposed structure of the team at the time of formation. Historical calls for service are increasing during the time this shift works. Increased staffing provides better coverage for patrol beats. Improved response times, and more proactive patrolling.

BENEFIT IF APPROVED:

This will allow the Overlap Team to have greater coverage and focus throughout the City. This will allow for a full cadre of officers on Overlap which constitutes the high demand hours of the day. Enhanced interaction between officers and the community; improved service.

IMPACT IF DENIED:

Reduced response times during peak hours. Reduced ability to proactively/ preemptively address issues, reduced staffing coverage.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)		180,708	190,742	201,280	223,962	796,692
Overtime (12)		20,000	20,000	20,000	20,000	80,000
Benefits (20)		89,774	93,772	97,970	102,380	383,896
Uniforms/Equipment (26)**		12,600	1,900	1,900	1,900	18,300
Office & Operating (31)						-
Small Tools (35)***		18,490	855	855	855	21,055
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)****		130,000	6,000	6,000	6,000	148,000
Total Expenditures	-	451,572	313,269	328,005	355,097	1,447,943
TOTAL REQUEST	-	451,572	313,269	328,005	355,097	1,447,943

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00103 121.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

One additional Police Detective that can possibly be dedicated to our crime response/prevention teams. This detective could be assigned to the co-located Property Crimes Unit, the regional narcotics team, or the Violent Felon Taskforce. Based on the needs of the Department at the time.

BENEFIT IF APPROVED:

When the Property Crimes Unit was created it was based on three or more different police agencies participating in a co-located task force. To be good partners it is critical to staff this unit. As we develop more partnerships in the community it is vital to have the staffing resources to participate in other task forces. These partnerships provide enhanced service to the community in high-community impact crimes, develops and strengthens regional partnerships, and brings additional resources to the City.

IMPACT IF DENIED:

Lessens the ability of our Department to pursue criminals beyond our jurisdiction, may lead to prioritizing criminal investigations based on severity due to staffing.

					2021-2025
2021	2022	2023	2024	2025	Total

Revenue Sources:

General Fund					-
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Expenditures:

Salaries (11)	94,118	99,324	104,791	110,530	408,763
Overtime (12)	10,000	10,000	10,000	10,000	40,000
Benefits (20)	46,721	48,823	51,019	53,325	199,888
Uniforms/Equipment (26)**	6,300	950	950	950	9,150
Office & Operating (31)					-
Small Tools (35)***	9,245	855	855	855	11,810
Professional Services (41)					-
Miscellaneous (49)					-
Capital (60)*					-
Transfer (97)****	65,000	3,000	3,000	3,000	74,000
Total Expenditures	- 231,384	162,952	170,615	178,660	743,611
TOTAL REQUEST	- 231,384	162,952	170,615	178,660	743,611

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00103 222.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

The Police Department is asking for a full time Embedded Dedicated Mental Health Professional (MHP). This position provides partnership for the Embedded Social Worker program. Currently we pay Snohomish County Human Services for this position. By hiring this Mental Health Professional (MHP) directly there is a net neutral impact to the General Fund. This change provides for more direct influence over operation and ability to interact with and identify and assist vulnerable members of the community.

BENEFIT IF APPROVED:

The Embedded Social Worker program has proven itself as a strong success over the last two years. There will be some salary savings by hiring the Dedicated Mental Health Professional directly instead of paying the County due to overhead costs. This position will be independently licensed with the ability to supervise their own practice as well as others for future expansion.

IMPACT IF DENIED:

Inability to serve a highly vulnerable population in the community with our own resources, continued contracting with County at greater expense.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)	74,624	78,355	82,273	86,387	90,706	412,345
Overtime (12)						-
Benefits (20)	45,135	47,250	49,471	51,803	54,251	247,910
Office & Operating (31)	1,000	1,000	1,000	1,000	1,000	5,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)	51,673	51,673	51,673	51,673	51,673	258,365
Capital (60)*						-
Transfer (97)						-
Total Expenditures	172,432	178,278	184,417	190,863	197,630	923,620
TOTAL REQUEST	172,432	178,278	184,417	190,863	197,630	923,620

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00104 230.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

Seasonal Code Enforcement reclassified as a full time employee. Currently there is one part-time employee working in Code Enforcement. The demand for Code Enforcement response shows strong evidence that changing this position from part-time to full-time will benefit the City and the citizens that need support. This would involve reallocation of the seasonal funds for a full FTE. As a result of the Unit's success, it has been called upon more and subsequently generated more cases. Additionally, the unit supervisor's duties have prevented that person from taking on as many or increased number of cases.

BENEFIT IF APPROVED:

If the Code Enforcement seasonal employee is reclassified from part-time to full-time, this will remove the restrictions on some of the scheduling that currently takes place. Due to limited hours of staffing not all complaints can be addressed in a timely manner. Additional cases can be opened and addressed, expanding capacity to deal with community quality of life issues.

IMPACT IF DENIED:

Issues and complaints will have to be prioritized and may now be dealt with in as timely a fashion.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)	73,341	77,008	80,858	84,901	89,146	405,254
Overtime (12)						-
Benefits (20)	45,070	47,180	49,387	51,704	54,137	247,478
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	118,411	124,188	130,245	136,605	143,283	652,732
TOTAL REQUEST	118,411	124,188	130,245	136,605	143,283	652,732

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: 1 FTE - Parks Maintenance Tech I - U25

DESCRIPTION/JUSTIFICATION

The Park's Maintenance Division will be reestablishing their support of landscape maintenance within City owned properties, while continuing the current level of service needed to maintain the City's parks.

BENEFIT IF APPROVED:

If approved, work would be able to be accomplished creating safe aesthetically pleasing City facilities and properties.

IMPACT IF DENIED:

With growing needs for landscaping maintenance, these areas could lack in maintenance, needed improvements, and continue deferred maintenance.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						-
Expenditures:						
Salaries (11)	27,353	57,441	60,313	63,329	66,495	274,931
Overtime (12)						-
Benefits (20)	19,988	40,508	41,209	41,947	42,723	186,375
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	47,341	97,949	101,522	105,276	109,218	461,306
TOTAL REQUEST	47,341	97,949	101,522	105,276	109,218	461,306

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Associate Traffic Engineer - N115

DESCRIPTION/JUSTIFICATION

Traffic is considered a priority for the City and its citizens. Cities of similar size and infrastructure within Washington have Traffic Division staffing well above the City's current staffing level to support the department's needs. These needs include implementation of coordinated signal timing plans, support of capital improvement and development projects including review of traffic studies and tracking concurrency, responding to and addressing traffic safety issues, developing ITS infrastructure and overall management/maintenance of the City's traffic management system including signal and illumination systems. Many of these items have either been delayed or neglected due to limitations on staffing and competing priorities. Addressing these items with additional staff will help to improve traffic, safety and reduce overall risk. An Associate Traffic Engineer is a new position that would assist the Traffic Engineering Manager in support of the duties described above.

BENEFIT IF APPROVED:

An Associate Traffic Engineer will be able to support the Traffic Engineer Manager and carry out departmental needs that have otherwise been delayed or neglected due to limitations on staffing. Traffic is a priority for the citizens of Marysville and approving this position will allow staff to gain ground on implementing and delivering key departmental goals to improve traffic, safety and reduce overall risk to the City.

IMPACT IF DENIED:

The lack of key, technical staff within the Traffic Division will result in continued backlog of departmental goals, reduced response time to citizens, and potential impacts to the overall transportation system resulting in a greater risk to the City.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						-
Expenditures:						
Salaries (11)	48,714	102,298	107,413	112,784	118,423	489,632
Overtime (12)						-
Benefits (20)	23,113	47,175	48,189	49,253	50,371	218,101
Office & Operating (31)	5,000					5,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	76,827	149,473	155,602	162,037	168,794	712,733
TOTAL REQUEST	76,827	149,473	155,602	162,037	168,794	712,733

*Capital is equipment with a per unit price greater than \$5,000.

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # 00107020

BUDGET REQUEST TITLE: Construction Inspector II - N113

DESCRIPTION/JUSTIFICATION

There is currently one Construction Inspector I and one Construction Inspector II performing all development construction inspection and assisting with capital project inspection throughout the City. The positions also inspect right-of-way permit work. Up until the pandemic, there were three inspectors. One of the inspectors left the City in March 2020. The position was never backfilled and the position had been removed from the 2021/22 budget. The number of applications received by Community Development has increased over the past several months, which is expected to increase the upcoming inspection workload further.

BENEFIT IF APPROVED:

Approval of this position will restore staffing for construction inspectors to pre-pandemic levels. Current development and capital project construction necessitate the need for the Construction Inspector II position and to ensure adequate coverage.

IMPACT IF DENIED:

The lack of inspection coverage will result in missed or delayed inspections which could have an overall impact to the City's infrastructure.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						-
Expenditures:						
Salaries (11)	42,401	89,042	93,494	98,169	103,077	426,183
Overtime (12)						-
Benefits (20)	22,917	46,658	47,666	48,727	49,841	215,809
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	65,318	135,700	141,160	146,896	152,918	641,992
TOTAL REQUEST	65,318	135,700	141,160	146,896	152,918	641,992

*Capital is equipment with a per unit price greater than \$5,000.

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # 00107020

BUDGET REQUEST TITLE: Development Services Technician - N112

DESCRIPTION/JUSTIFICATION

The Development Services Technician was previously held by an employee who retired in June 2020. The position was never backfilled and had been removed from the 2021/22 budget. Since the position was vacated, the duties that this position performs have been distributed amongst various staff. The result impacted staff workload, increased stress, reduced customer service and is generally ineffective in the long-term. The position plays an important role in interacting with the public as it relates to utility service, tracking and monitoring developer capital improvement charges, development contracts, and coordinating amongst Public Works and Community Developments. Additionally, the workload for this position is expected to increase once the office is able to re-open and accept customers at the counter.

BENEFIT IF APPROVED:

Approval of this position will backfill a once filled position and restore staffing for development services to pre-pandemic levels.

IMPACT IF DENIED:

The impact of not having this position filled has already had an impact on existing staff, towards customer service and the overall processes required under this position. By not approving this position, this trend will continue and could lead to errors or mistakes that this position is responsible for.

	2021	2022	2023	2024	2025	2021-2025 Total
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Revenue Sources:

						-
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Expenditures:

Salaries (11)	38,896	81,682	85,766	90,054	94,557	390,955
Overtime (12)						-
Benefits (20)	21,203	43,163	43,976	44,830	45,727	198,899
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	60,099	124,845	129,742	134,884	140,284	589,854
TOTAL REQUEST	60,099	124,845	129,742	134,884	140,284	589,854

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # 00107020

BUDGET REQUEST TITLE: Civil Plan Review - N115

DESCRIPTION/JUSTIFICATION

There is currently one Civil Plan Review position performing all pre-application and construction civil plan review related to development within the City. This position has become reliant on comments from other departments within Public Works. The department has also had to utilize consultants for plan review to support the significant amount of development reviews. Community Development is seeing an increased number of applications, including large, time-intensive review projects such as the Cascade Commerce Center. Based on the current and future development demands, another Civil Plan Review position is needed to support development activity.

BENEFIT IF APPROVED:

Current development applications, demand on staff and use of consultants, as well as assurance for adequate coverage necessitate the need for the Civil Plan Review position.

IMPACT IF DENIED:

The impact if denied will result in a slower review process to support development, items missed during plan review, lack of coverage within the position, and continued demand on other staff or consultants to assist with the workload.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						-
Expenditures:						
Salaries (11)	48,714	102,298	107,413	112,784	118,423	489,632
Overtime (12)						-
Benefits (20)	23,113	47,175	48,189	49,253	50,371	218,101
Office & Operating (31)	5,000					5,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	76,827	149,473	155,602	162,037	168,794	712,733
TOTAL REQUEST	76,827	149,473	155,602	162,037	168,794	712,733

*Capital is equipment with a per unit price greater than \$5,000.

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: FTE - Public Works Services Manager - M119

DESCRIPTION/JUSTIFICATION

This new position will provide direct oversight and support for four Public Works supervisors and the divisions they oversee (Public Works Administration, Solid Waste/Fleet, Streets Maintenance, and Parks Maintenance/Support Services). The current organizational chart has the Assistant Public Works Director serving in this role in addition to the duties identified in the Assistant Public Works Director job description. This new manager-level position would allow for more appropriate distribution of responsibilities across the department's management team, allowing the Assistant Director position to focus on more high-level planning and projects for the entire department and create a management level team that would improve continuity of coverage.

BENEFIT IF APPROVED:

This position will create an equitable distribution of managerial alignment within the Department.

IMPACT IF DENIED:

If denied, the Assistant Public Works Director will continue to face challenges in accomplishing the core responsibilities of the position and the level of daily support for the four division supervisors would continue to be impacted.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund	82,552	162,565	169,469	176,719	184,331	775,638
Expenditures:						
Salaries (11)	60,341	126,716	133,052	139,705	146,690	606,504
Overtime (12)						-
Benefits (20)	25,376	51,927	53,178	54,492	55,872	240,845
Office & Operating (31)	5,000					5,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	90,717	178,643	186,230	194,197	202,562	852,349
TOTAL REQUEST	8,165	16,078	16,761	17,478	18,231	76,711

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # 401

BUDGET REQUEST TITLE: Construction Tech II - 1 FTE - U45

DESCRIPTION/JUSTIFICATION

There is a vacancy in this department that was left unfilled after an early retirement. The Water System Comprehensive Plan completed in 2016 revealed a deficit of almost four FTEs in the water utility. The Water Construction Division takes care of all installation, replacement, and repair activities of the water distribution system piping, services, valves, hydrants, and appurtenances, as well as support of the utility locating duties. With new construction activities underway almost constantly the water system has grown considerably in size, requiring greater resources dedicated to construction activities. In addition, there are changes to the Lead and Copper Rule that will require inventory of the city's water service lines as well as the customer's service line. This work would primarily be completed by the utility construction division.

BENEFIT IF APPROVED:

If approved, the division would have support to keep up with the work load and accomplish necessary construction and utility locating activities in a timely manner.

IMPACT IF DENIED:

If denied, it would defer less critical work until adequate resources are available. Less availability of skilled employees for emergency repairs could increase time needed for repairs, increasing the timeframe customers are without water. It would reduce the availability of staff for inventory of service lines for new regulations. More locating responsibilities would have to be completed by the maintenance division which impacts their ability to complete their necessary work volumes.

						2021-2025
2021	2022	2023	2024	2025	Total	

Revenue Sources:

						-
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Expenditures:

Salaries (11)	34,852	73,189	76,849	80,691	84,726	350,307
Overtime (12)						-
Benefits (20)	21,448	43,573	44,427	45,325	46,270	201,043
Office & Operating (31)	3,500					3,500
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-

Total Expenditures	59,800	116,762	121,276	126,016	130,996	554,850
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TOTAL REQUEST	59,800	116,762	121,276	126,016	130,996	554,850
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2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: 1 FTE - Meter Technician - U35

DESCRIPTION/JUSTIFICATION

Add one FTE - Meter Technician to the Water Resources Division. The meter reading and meter repair, replacement and installation work load has exceed the quantity that can be accomplished by two meter technicians. Historically the meter technicians have installed 100-150 new meters per year in addition to handling routine meter replacement and repairs and meter reading, but the past couple of years the amount of new meters has increased to over 500 in 2019 and over 350 in 2020; this trend is expected to continue. This coupled with the high rate of failing meter transmission units (MTU) and meters, all of which are at or very near end of useful life and must be replaced, continues to generate a work load that more than two people can handle. Personnel are borrowed from other departments on a weekly basis to provide additional FTE resources to accomplish meter technician duties. This request also includes a vehicle for the employee's use.

BENEFIT IF APPROVED:

An additional FTE would allow the meter technician work group to keep up with the work load without having to borrow personnel resources from other work groups.

IMPACT IF DENIED:

Meter technicians will not be able to keep up with the work load and will continue to get further and further behind. Personnel resources will be borrowed from other work groups to accomplish critical tasks and meet current customer service expectations; this will directly impact the work load and productivity of the work groups providing assistance. If other personnel resources are not available, customer service/customer response time will decline.

	2021	2022	2023	2024	2025	2021-2025 Total
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Revenue Sources:

						-
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Expenditures:

Salaries (11)	31,314	65,758	69,046	72,499	76,124	314,741
Overtime (12)						
Benefits (20)	20,759	42,127	42,909	43,732	44,597	194,124
Office & Operating (31)	2,500					
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)	29,500					29,500
Capital (60)*						-
Transfer (97)						-

Total Expenditures	84,073	107,885	111,955	116,231	120,721	538,365
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TOTAL REQUEST	84,073	107,885	111,955	116,231	120,721	538,365
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2021/2022 BUDGET REQUEST*Check the year of request*

X	2021	X	2022
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DEPARTMENT NAME FLEET PRIORITY: _____DEPARTMENT ORG # 501BUDGET REQUEST TITLE: 1 FTE - Mechanic - U50**DESCRIPTION/JUSTIFICATION**

Add one FTE - Mechanic to the Fleet Division of Public Works. This position will provide additional resources for the maintenance and repair of solid waste vehicles. Solid Waste is adding two additional vehicles to its fleet in 2021 in order to service the Central Annexaiton Area in 2022. The position will also assist in maintenance and repairs of other Fleet vehicles.

BENEFIT IF APPROVED:

An additional FTE would reduce the time necessary for preventative maintenance and repairs for fleet vehicles in addition to reducing down time for non-scheduled repairs to vehicles. In addition, more maintenance and repairs will be able to be completed by in-house staff as opposed to outside shops.

IMPACT IF DENIED:

More resources will be allocated to outside vendors for maintenance and repairs of fleet vehicles.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						-
Expenditures:						
Salaries (11)	37,292	78,312	82,228	86,339	90,656	374,827
Overtime (12)						-
Benefits (20)	21,923	44,570	45,474	46,425	47,425	205,817
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	59,214	122,882	127,702	132,764	138,081	580,643
TOTAL REQUEST	59,214	122,882	127,702	132,764	138,081	580,643

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Parks, Culture and Recreation **PRIORITY:** _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Pickleball Courts

DESCRIPTION/JUSTIFICATION

Pickleball, a paddle sports that combines aspects of tennis, badminton, and table tennis, is one of the fast growing sports in America. This request is to build 8 courts. Courts are 20 feet wide by 44 feet long wheather playing singles or doubles. The top of the net is 34 inches from the ground at the center and 36 inches inches at the postes.

BENEFIT IF APPROVED:

The Marysville Pickleball Club has over 200 Snohomish County Members and they are eager to have a local place to play. They hope to host events, classes, clinics and tournanments. The club members need a location to play during non-school hours.

IMPACT IF DENIED:

Club members will be limited on locations to play locally and likely travel to other communities to play, shop and eat.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	\$200,000					\$200,000
Transfer (97)						-
Total Expenditures	200,000	-	-	-	-	200,000
TOTAL REQUEST	200,000	-	-	-	-	200,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Parks, Culture and Recreation PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Pump Track

Funding is requested to construct a pump track. (A pump track is a looped sequence of rollers and berms (swoopy, banked turns) for bike riders. It's designed to maximize your momentum, so you can ride it with minimal pedaling.) An asphalt construction creates a riding surface perfect for the northwest. The creation of a pump track in Marysville is endorsed by the Marysville Parks, Culture and Recreation Board.

BENEFIT IF APPROVED:

Pump tracks are designed to encourage community spirit, learning and promote an active outdoor lifestyle. It can be used by residents young and old.

IMPACT IF DENIED:

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	275,000					275,000
Transfer (97)						-
Total Expenditures	275,000	-	-	-	-	275,000
TOTAL REQUEST	275,000	-	-	-	-	275,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Parks, Culture and Recreation PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Playground at Strawberry Fields

DESCRIPTION/JUSTIFICATION

A playground located near the shelter at Strawberry Fields. Location will provide not only a playground in the north end of Marysville but a play structure for children to use while siblings/parents are playing on the soccer fields. Due to high water table the cost of surfacing for the playground will be costly driving up the project cost. Play structure will be suitable for children ages 5-12 years old. Additional paving will be necessary at the site to make it ADA accessible.

BENEFIT IF APPROVED:

Playground in the north end of Marysville.

IMPACT IF DENIED:

No north end city playground. We could look at adding a playground in connection to the new trail being proposed by the Northpointe Development in the future.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	125,000					125,000
Transfer (97)						-
Total Expenditures	125,000	-	-	-	-	125,000
TOTAL REQUEST	125,000	-	-	-	-	125,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Parks, Culture and Recreation PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Opera House Exterior Repair and Painting

DESCRIPTION/JUSTIFICATION

Funding for this project will allow us to sandblast the old paint down to the original concrete. They will repair all cracks in the concrete facade. The contractor selected will pressure wash and remove all debris and clean up all areas. They will apply a Hydro Seal mix to the building to fill all voids. Following repair and when walls have dried, exterior latex breathable paint will be applied.

BENEFIT IF APPROVED:

This work provides a warranty on all labor and materials. Fixing the walls will stop water from leaking into the facility. The work will preserve this historic jewel.

IMPACT IF DENIED:

Water will continue to leak and cause damage to the interior and exterior of the building.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	200,000					200,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	200,000	-	-	-	-	200,000
TOTAL REQUEST	200,000	-	-	-	-	200,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Parks, Culture and Recreation PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Mother Nature's Window Park Public Park Access

DESCRIPTION/JUSTIFICATION

Funds would help us re-open Mother Nature's Window which has been closed to the public for twenty years. We would like to start the re-opening process by funding Phase 1 of our revitalization of the site. With this funding we will trim brush back, remove garbage, remove downed trees, increase visibility to the site and add interior parking for volunteers and guests. This gem located in the heart of Marysville (100th St NE between 55th and 59th Drive) is 34.5 acres of old growth forest. Due to the huge scope of this project we will be looking for community volunteer partnerships to help clear the site. At the last public meeting for this site we had over 100 residents attend in hopes of changing the use of the land. Much like we did in Comeford Park, our hope is to use the "good people to drive out the bad".

BENEFIT IF APPROVED:

In opening the park we hope to improve the neighborhood, reduce the crime and move forward with securing funding for long term design of the site.

IMPACT IF DENIED:

The park will remain closed to the public. Conditions on the site will continue to decline.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	360,000					360,000
Transfer (97)						-
Total Expenditures	360,000	-	-	-	-	360,000
TOTAL REQUEST	360,000	-	-	-	-	360,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Executive PRIORITY: 1

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Comeford Park

DESCRIPTION/JUSTIFICATION

Comeford Park will provide an entry to the new Civic Center. The Delta public plaza was part of the original construction project. The City Council authorized relocation of the Community Center to the Courthouse building, which will enable the demolition of the current community center building. This will provide for transition of the public plaza into Comeford Park. The first phase of Comeford Park redesign will be handling the transition area, which includes an amphitheater area off the public plaza.

BENEFIT IF APPROVED:

Design of the park and open space, completing the Civic Center plaza amphitheater.

IMPACT IF DENIED:

Old design that does not showcase the new buildings or complement the redesigned public plaza and new increased usage of the adjoining park.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	150,000					150,000
Miscellaneous (49)						-
Capital (60)*	250,000	750,000				1,000,000
Transfer (97)						-
Total Expenditures	400,000	750,000	-	-	-	1,150,000
TOTAL REQUEST	400,000	750,000	-	-	-	1,150,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # 401

BUDGET REQUEST TITLE: AMI Repairs and Maintenance

DESCRIPTION/JUSTIFICATION

Meter transmission units (MTUs) and water meters have a life expectancy of about 20 years. 1.6% of total MTUs are currently failed, and an additional 4.5% of MTUs are very near end of life, do not perform correctly, and are expected to fail completely within the next two years (total of 1,105 MTUs). MTU failures and subpar performance causes manual meter reading at an average rate of 250 meters per week, equalling 2,000 meters over an 8 week billing cycle. Each week 3-7 city personnel spend 3-5 days performing manual meter reading. Nearly 29% of all water meters (5,711 meters) are of the Elster brand and are very near end of life. These meters are no longer manufactured and cannot be repaired, so they must be replaced with a new meter when failures occur.

BENEFIT IF APPROVED:

Meter readings will be transmitted electronically as expected, negating the need to deploy excessive City personnel to collect manual meter readings due to MTU and water meter failures.

IMPACT IF DENIED:

The City will continue to experience a high rate of failed electronic meter reading, which will require time consuming and costly deployment of City meter reader/repair and additional personnel to collect meter readings manually. This burden impacts other City programs that must be delayed or cancelled.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						-
Expenditures:						
Salaries (11)						
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)	62,500	62,500				125,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	62,500	62,500	-	-	-	125,000
TOTAL REQUEST	62,500	62,500	-	-	-	125,000

Line Item Requests

Fund/Dept.	Description	2021	2022	Notes
GF/Council	Technology Upgrades	20,000		Already budgeted; reclassify expenditure
GF/Courts	MAP Program	50,000	50,000	
GF/Executive	Professional Services	50,000	50,000	Victim Advocate Services
GF/Executive	Seasonal	50,000	50,000	Emergency mgmt/community outreach/office assistance
GF/Legal	Seasonal	50,000	50,000	Assist prosecution due to COVID-19 backlog
GF/CD	Seasonal	50,000	50,000	Assist with increase activity
GF/Police	Mental Health Professional	35,000	70,000	Professional services
GF/Police	Evidence.com services	30,000		Cloud management of evidence
GF/Police	Guardian RFID Software	25,000	5,000	Enhance jail monitoring
GF/Police	Inmate Property Storage System	20,000		Allows for more uniform method of packaging, storing, & tracking
GF/Parks	Jennings Parking lot paving	30,000		
GF/Parks	Street Banners for waterfront/downtown	14,000		Branding; apply for Hotel/Motel grant
GF/Parks	Opera House Cameras	7,500		Security cameras for front, back, & main doorways
GF/Engineering	Seasonal	50,000		Continue seasonal for waterfront & engineering projects
GF/Streets & Parks Maint.	Seasonal	50,000	50,000	
GF/Streets & Parks Maint.	Replace failing SODA Cart	15,500		
GF/Streets & Parks Maint.	Mowing Arm for trail maintenance	14,000		
GF/Streets & Parks Maint.	Replace Kubota	17,000		
GF/Non-Departmental	Building Maintenance	100,000		
Total GF		678,000	375,000	
Utilities	Seasonal	50,000	50,000	

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: _____

DEPARTMENT ORG # 00103 222.511000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

One Part-Time MHP (mental health professional) This position would be focused on homelessness and opioid addiction. This can be either a contract position or a City position. There currently is a part-time MHP program funded by WASPC. There is a marked increase in opioid issues and homelessness in our community, the two often intertwine. This position builds on savings from converting the County contract to an in-house position and allows for expansion of services.

BENEFIT IF APPROVED:

This position would augment the Embedded Social Worker program. The Embedded Social Worker program has already proven to be a needed and vital part of the policing program we currently have. This provides a path for helping vulnerable members of our community break the cycle of drug addiction and reduce homelessness in our city.

IMPACT IF DENIED:

Clients needs will not be met. It lessens our abilities to pair individuals to appropriately tailored services thus relying on traditional law enforcement services.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	97,579	33,502	34,507	35,542	36,609	237,740
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	97,579	33,502	34,507	35,542	36,609	237,740
TOTAL REQUEST	97,579	33,502	34,507	35,542	36,609	237,740

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: XXXX

DEPARTMENT ORG # 00104 110.541000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

Evidence.com is an excellent program that supports efficiency and effectiveness across technology and information systems, Police, Courts, Prosecution and Public Disclosure. This program will allow for the management of the Evidence Room to have accountability, flexibility, and evidence destruction on a case by case basis. The platform allows for cloud management of the ever increasing flow of digital evidence needed to successfully prosecute cases.

BENEFIT IF APPROVED:

As evidence is ready to be destroyed there needs to be the audit and accountability pieces with digital evidence. This program is a priority for the Police Department. It will aid in each audit that is conducted and each inventory that is completed. This will assist in achieving our accredited status.

IMPACT IF DENIED:

Staff will rely on out of date processes and technology that take longer to complete and are not as effective.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Funds						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	30,000					30,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	30,000	-	-	-	-	30,000
TOTAL REQUEST	30,000	-	-	-	-	30,000

2021/2022 BUDGET REQUEST

Check the year of request

XXX 2021 2022

DEPARTMENT NAME Police PRIORITY: XXXX

DEPARTMENT ORG # 00103 960.541000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

Guardian RFID Inmate Tracking and Accountability Software. This is a \$25,000 up front fee. Then is it \$5,000 annually. The new jail facility is larger in physical size and inmate capacity. This system will allow for enhanced monitoring and tracking of inmate population by all staff.

BENEFIT IF APPROVED:

This system will allow for real-time tracking of all inmates by on-duty staff throughout the facility. Multiple tasks/ checks of inmates are conducted daily and can be logged by this system as opposed to the current process of physically conducting and hand logging checks.

IMPACT IF DENIED:

Officers will be required to continue with antiquated system of logging. This ties up staff and creates potential for information to not be adequately tracked, particularly in the new larger facility.

	2021	2022	2023	2024	2025	2021-2025 Total
--	------	------	------	------	------	--------------------

Revenue Sources:

General Funds						-
---------------	--	--	--	--	--	---

Expenditures:

Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	25,000	5,000	5,000	5,000	5,000	45,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-

Total Expenditures 25,000 5,000 5,000 5,000 5,000 45,000

TOTAL REQUEST 25,000 5,000 5,000 5,000 5,000 45,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Police PRIORITY: XXXX

DEPARTMENT ORG # 00103 960.541000

BUDGET REQUEST TITLE: Mid-cycle Budget Amendment

DESCRIPTION/JUSTIFICATION

Inmate Property Storage System (Bags and Tracking) Large and Small Property Systems. A great deal of inmate personal property is taken in by the police department. Often, This property may be contaminated or unsanitary for a myriad of reasons. This requires various storage methods.

BENEFIT IF APPROVED:

This system allows for a more uniform method of packaging, storing and tracking inmate property. This increases staff efficiency and property security. The system also saves space and is tamper, odor, and water resistant.

IMPACT IF DENIED:

Staff will have to continue with an antiquated system that will only lessen efficiency and increase liability exposure as we expand and move into the new facility.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Funds						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	20,000					20,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	20,000	-	-	-	-	20,000
TOTAL REQUEST	20,000	-	-	-	-	20,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Parks - Jennings Parking Lot Paving

DESCRIPTION/JUSTIFICATION

The Jennings Parking Lot was prepped in 2020 and the paving was delayed due to COVID and paving protocols affected by COVID. The budget for this activity was not carried over into the existing budget.

BENEFIT IF APPROVED:

If approved, this paving task could be accomplished this dry season to complete the parking lot project.

IMPACT IF DENIED:

If denied, there may not be funding to allow this task to be accomplished in the current budget.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)	30,000					30,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	30,000	-	-	-	-	30,000
TOTAL REQUEST	30,000	-	-	-	-	30,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Parks, Culture and Recreation PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Community Street Banners

DESCRIPTION/JUSTIFICATION

Street banners for the area surrounding the Civic Campus, 529 Bridge, 1st Street Bypass, State 1st-Grove, and 3rd Street. We are requesting \$14,000 for new street banners for our community. We hope to add enduring value to our brand and help create a sense of community in Marysville. Funding will be requested from Hotel/Motel to help recover costs.

BENEFIT IF APPROVED:

Street banners featuring the new city logo will adorn banner poles in Marysville.

IMPACT IF DENIED:

No banners will be installed in the new poles located near the campus or on 1st Street.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	14,000					14,000
Transfer (97)						-
Total Expenditures	14,000	-	-	-	-	14,000
TOTAL REQUEST	14,000	-	-	-	-	14,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Parks, Culture and Recreation PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Security Cameras at Marysville Opera House

DESCRIPTION/JUSTIFICATION

Funding will allow us to install security cameras at the Marysville Opera House. Purchase will include 3 interior 1080 P dome cameras focused on the exit doors and 1 exterior axis mutli-imager located on the North West corner of the building. This will provide security for private renters as well as an added safety measure for guests and staff.

BENEFIT IF APPROVED:

Additional security for city events, private rentals and general facility

IMPACT IF DENIED:

Lack of security for guests and staff.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	7,500					7,500
Transfer (97)						-
Total Expenditures	7,500	-	-	-	-	7,500
TOTAL REQUEST	7,500	-	-	-	-	7,500

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Parks Maintenance - Additional Seasonal Laborers (x3)

DESCRIPTION/JUSTIFICATION

Three Seasonal Laborers positions (in addition to the five currently approved positions) will allow the Parks Maintenance division to adequately perform essential ground maintenance at City parks facilities and to maintain the appearance and value of City assets. Positions to start mid-year 2021.

BENEFIT IF APPROVED:

These positions will enable more City parks facilities maintenance to be performed.

IMPACT IF DENIED:

If denied, it may not be possible to complete all City parks maintenance tasks.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund Revenue						-
Expenditures:						
Salaries (11)	27,126	56,964	59,812	62,803	65,943	272,648
Overtime (12)						-
Benefits (20)	5,984	12,180	12,831	13,518	14,241	58,754
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	33,110	69,144	72,643	76,321	80,184	331,402
TOTAL REQUEST	33,110	69,144	72,643	76,321	80,184	331,402

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Streets - Replacement of utility vehicle

DESCRIPTION/JUSTIFICATION

The Streets Division currently uses a vehicle similar to a Cushman Utility Cart, which was originally purchased as a street painting rig, to perform trail maintenance, garbage collections, etc. The current piece of equipment is 17 years old and is failing. This would allow the division to purchase a new piece of equipment that would allow for these necessary activities to be accomplished.

BENEFIT IF APPROVED:

This new piece of equipment would allow the division to accomplish necessary tasks associated with the Street's Division.

IMPACT IF DENIED:

If denied, this work may not be able to be performed and maintenance would not be up to the expected standards.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)	15,500					15,500
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	15,500	-	-	-	-	15,500
TOTAL REQUEST	15,500	-	-	-	-	15,500

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Streets Maintenance - Additional Seasonal Laborers (x2)

DESCRIPTION/JUSTIFICATION

Two Seasonal Laborers positions (in addition to the seven currently approved positions) will allow the Streets Maintenance division to adequately complete essential mowing, litter pick-up and weedeating of City right-of-ways and facilities, maintaining the appearance and value of City assets. Positions to start mid-year 2021.

BENEFIT IF APPROVED:

These positions will enable more right-of-way and City facilities to be maintained.

IMPACT IF DENIED:

If denied, it may not be possible to complete all right-of-way and facility maintenance tasks.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund Revenue						-
Expenditures:						
Salaries (11)	18,084	37,976	39,875	41,869	43,962	181,765
Overtime (12)						-
Benefits (20)	3,989	8,120	8,554	9,012	9,494	39,169
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	22,073	46,096	48,429	50,881	53,456	220,934
TOTAL REQUEST	22,073	46,096	48,429	50,881	53,456	220,934

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Streets - Mowing Arm Attachment

DESCRIPTION/JUSTIFICATION

The Streets Division currently uses a large boom-mowing tractor for trail maintenance. The large tractor is too heavy for some trails and causes damage. The smaller tractor's existing flail mowing bar arm cannot accommodate steep angles below the level of the tractor, like steep ditches, or the river embankment along the Ebey Slough trail. This new mowing arm would allow for trail maintenance and small roadside mowing to be accomplished and keep the aesthetics of the City's roads and trails at a reasonable maintenance level.

BENEFIT IF APPROVED:

If approved, maintenance could occur along these areas meeting the maintenance levels expected by the City and its residents.

IMPACT IF DENIED:

If denied, many of these areas need to be maintained via a hand mower or alternative method not reasonable for that use and time allocated.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)	14,000					14,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	14,000	-	-	-	-	14,000
TOTAL REQUEST	14,000	-	-	-	-	14,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Parks - replacement utility vehicle

DESCRIPTION/JUSTIFICATION

The Parks Maintenance Division uses their utility vehicle for park maintenance, trail maintenance, maintenance of the dog park, watering, special events, etc. The vehicle was stolen in 2020 and was not recovered.

BENEFIT IF APPROVED:

If approved, the Parks Maintenance Division could utilize this piece of equipment as was originally needed.

IMPACT IF DENIED:

If denied, much of the maintenance will not be able to be accomplished due to staffing levels and available equipment.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
General Fund						-
Expenditures:						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)	17,000					17,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	17,000	-	-	-	-	17,000
TOTAL REQUEST	17,000	-	-	-	-	17,000

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Water Resources - Seasonal Laborers (x2)

DESCRIPTION/JUSTIFICATION

Two Seasonal Laborers positions will assist the Water Resources division with essential maintenance of water meter equipment. Positions to start mid-year 2021.

BENEFIT IF APPROVED:

These positions will allow more water meter equipment to be maintained.

IMPACT IF DENIED:

If denied, it may not be possible to complete all water meter equipment maintenance tasks.

	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
Fund 401 Revenue						-
Expenditures:						
Salaries (11)	18,084	37,976	39,875	41,869	43,962	181,765
Overtime (12)						-
Benefits (20)	3,989	8,120	8,554	9,012	9,494	39,169
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	22,073	46,096	48,429	50,881	53,456	220,934
TOTAL REQUEST	22,073	46,096	48,429	50,881	53,456	220,934

2021/2022 BUDGET REQUEST

Check the year of request

2021 2022

DEPARTMENT NAME Public Works PRIORITY: _____

DEPARTMENT ORG # _____

BUDGET REQUEST TITLE: Storm/Sewer - Additional Seasonal Laborers (x4)

DESCRIPTION/JUSTIFICATION

Four Seasonal Laborers positions (in addition to the two currently approved positions) will allow the Storm/Sewer Maintenance division to adequately complete essential grounds maintenance at City facilities to maintain the appearance and value of City assets. Positions to start mid-year 2021.

BENEFIT IF APPROVED:

These positions will enable more City stormwater facilities to be maintained.

IMPACT IF DENIED:

If denied, it may not be possible to complete all City stormwater facility maintenance tasks.


	2021	2022	2023	2024	2025	2021-2025 Total
Revenue Sources:						
Fund 401 Revenue						-
Expenditures:						
Salaries (11)	36,168	75,953	79,751	83,738	87,925	363,535
Overtime (12)						-
Benefits (20)	7,978	16,240	17,108	18,024	18,988	78,338
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
Total Expenditures	44,146	92,193	96,859	101,762	106,913	441,873
TOTAL REQUEST	44,146	92,193	96,859	101,762	106,913	441,873

Update
Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

AGENDA ITEM: Professional Services Agreement with WHPacific Inc. for Construction Management Services During Construction on the Citywide Intersection Improvements, State Avenue - 3rd St. to 80th St. Project	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Professional Services Agreement	
BUDGET CODE: 30500030.563000 R-1302	AMOUNT: \$213,789.75
SUMMARY:	
<p>The Citywide Intersection Improvements, State Avenue - 3rd St. to 80th St. Project is funded by a grant awarded to the City under the Federal Highway Administration's "Highway Safety Improvement Program." (HSIP) The project will focus on installation of pedestrian signal improvements at the intersections of State Avenue and 3rd Street, 4th Street, 6th Street, 8th Street, and 76th Street NE, along with a complete new traffic signal at the 80th Street NE intersection.</p> <p>City Council awarded the public works contract for this project to Colacurcio Brothers, Inc. on March 22nd, and construction is set to begin in the weeks to come. In anticipation of that milestone, this Professional Services Agreement will provide the City with construction management (CM) support services during administration of the construction contract. <i>(Staff notes that the cost for this agreement will be covered in full by the Federal HSIP grant.)</i></p> <p>The recommended consultant team for these services is WHPacific Inc. They were one of four firms that submitted qualifications in response to a Request for Qualifications which was published on February 18th; other firms under consideration included Materials Testing & Consulting, KBA, and PRODIMS. After review of proposals, subsequent interviews, and consideration of each firm's credentials, the City's selection team ultimately concluded that WHPacific presented unique qualifications and work experience that made them best-suited for this project.</p> <p>WHPacific will provide staff augmentation to the City during a period when numerous other capital improvement projects are being managed. As such, WHPacific's role will be to serve as an extension of the City's CM team – helping to coordinate with the City's contractor, inspect work for conformance with plans and specifications, maintain document controls, and provide necessary materials sampling and laboratory testing.</p> <p>It is staff's opinion that the negotiated fee is fair and consistent with industry standard for the type of work at hand. Furthermore, WHPacific has a proven track record working on similar, Federally-funded projects throughout the region. In light of this, staff is confident that the City would be well-served by hiring WHPacific to assist with the current project.</p>	
RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the professional services agreement with WHPacific Inc. in the amount of \$213,789.75 for the Citywide Intersection Improvements, State Avenue - 3rd St. to 80th St. Project.	
RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the professional services agreement.	

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

- [Exhibit A](#) Scope of Work
- [Exhibit B](#) DBE Participation
- [Exhibit C](#) Preparation and Delivery of Electronic Engineering and Other Data
- [Exhibit D](#) Prime Consultant Cost Computations
- [Exhibit E](#) Sub-consultant Cost Computations
- [Exhibit F](#) Title VI Assurances
- [Exhibit G](#) Certification Documents
- [Exhibit H](#) Liability Insurance Increase
- [Exhibit I](#) Alleged Consultant Design Error Procedures
- [Exhibit J](#) Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

- Name:
- Agency:
- Address:
- City: State: Zip:
- Email:
- Phone:
- Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Federal Aid No.

Agreement Number:



EXHIBIT A

City of Marysville Citywide Intersection Improvement Project State Avenue – 3rd St to 80th St Construction Management Services SCOPE OF SERVICES

Construction Management Services

WHPacific (CONSULTANT) will provide Construction Management (CM) Services for the City of Marysville (CITY). These services will include construction management, construction administration, documentation, field observation and reporting as required for the “Marysville Citywide Intersection Improvement Project State Avenue – 3rd St to 80th St”. All services will be provided in accordance with the Washington State Department of Transportation’s (WSDOT) Local Agency Guidelines and Construction Manual.

Federal Aid Number HSIP-2691(005)

Project Description:

The project shall install pedestrian signal improvements at four intersections, a new signal at one intersection, application of skid resistant coatings on existing utility covers, replace curb, sidewalks, driveway approaches, ADA ramps, HMA, hydrant relocation, landscaping and property restoration.

Work Breakdown Structure by Tasks

100 **Contract Preparation:**

- 101 CONSULTANT will review bid documents to become familiar with the Plans and Specifications.
- 102 CONSULTANT will attend one preliminary set up meeting with the CITY to discuss change management processes and flow of documentation to and from the field such as Filing system, Field Note Records, Inspector Daily Reports, Request for Approval of Materials (RAM), Employee interviews.
- 103 CONSULTANT will prepare an agenda and conduct the Pre-Construction Meeting.
CONSULTANT will take notes during the meeting and develop a list of action items to complete.
CONSULTANT will review federal contract requirements with the Contractor and prepare and distribute meeting minutes to attendees.
- 104 CONSULTANT will conduct a site visit with the CITY to review the project sites and take preconstruction photos..
- 105 CONSULTANT will develop and maintain project scope and budget, coordinate with CITY staff, coordinate and review the project team’s work, maintain project files, and monitor sub-contractor HWA GeoSciences and Pacific CM.
- 106 CONSULTANT will set up internal invoicing system and provide required payment documentation to the CITY.

200 **Construction Administration:**

- 201 CONSULTANT will review Inspector Daily Reports prepared by the inspector(s) in Task 304.
- 202 CONSULTANT will review the Contractor’s initial CPM Schedule against allowable working days, key utility coordination dates, procurement of long lead items and project milestone dates.
CONSULTANT will also review the schedule sequencing and activity duration to check if they are reasonable. Any discrepancies, conflicts or unreasonable work durations will be brought to the attention of the Contractor and CITY.

- 203 CONSULTANT will monitor Contractor and Sub-Contractor's employment documentation for adherence to contract requirements. Monitoring will include:
- A. Maintaining Employment Documentation Log that will track the following items B through F.
 - B. Collecting, reviewing and approving (or rejecting) Requests to Sublet.
 - C. Collecting Certified Payrolls to verify that they meet contract wage requirements.
 - D. Collecting Statements of Intent to pay prevailing wages.
 - E. Collecting Affidavits of Wages Paid.
 - F. Collecting and reviewing Certifications for Federal-Aid Projects.
- 204 CONSULTANT will prepare up to four (4) monthly CONSULTANT progress invoices for CITY review and payment
- 205 CONSULTANT will collaboratively prepare construction Change Orders and Change Order Directives with the CITY and/or Engineer of Record (EOR), as appropriate, and will under no circumstance issue these documents to the Contractor in the absence of prior CITY approval. The CONSULTANT will review contractor price quotes and will prepare independent cost estimates to evaluate Change Order pricing in accordance with the WSDOT LAG Manual. CONSULTANT will maintain the change order files for WSDOT review and verify the following documents are in each file:
- A. Fully executed Change Order.
 - B. CITY-Written Authorization to Proceed with Change Order work or executed Change Order directive.
 - C. Change Order Pricing.
 - D. Independent Cost Estimate.
 - E. Force Account records (if needed) that are signed by the CONSULTANT inspector and contractor reflecting the actual labor, equipment and materials used.
 - F. Schedule analysis for extra working days.
- 205 CONSULTANT will prepare Force Account sheets and maintain a Force Account Log.
- 206 CONSULTANT will request and review the Contractor's breakdowns of lump-sum items for accuracy and payment purposes. Breakdowns will be used to evaluate construction progress of these items for pay estimates.
- 207 CONSULTANT will assist the CITY in responding to project-related questions from property owners and the general public.
- 208 CONSULTANT will prepare and submit four (4) contractor monthly progress invoices to the CITY for review and payment, using a City-prepared spreadsheet for data entry and reconciliation against the Contractor's monthly spreadsheet totals. Each progress payment shall be supported by completed and approved field note records in accordance with the WSDOT LAG Manual and current guidelines.
- 209 CONSULTANT will attend one meeting with WSDOT Local Programs reviewer to assess project records at 30% construction completion.
- 210 CONSULTANT will review (within three (3) working days) Contractor's updates to the CPM Schedule and notify CITY and Contractor of discrepancies, conflicts, insufficient number or tasks or level of detail, or unreasonable work durations.
- 211 CONSULTANT will prepare and maintain, on a weekly interval, a Submittals Log that will be provided at the weekly coordination meeting with the Contractor. CONSULTANT shall actively track status of submittals and ensure that submittals are being reviewed within the contractually allotted number of working days, unless the submittal is determined to be of a non-critical nature by the CITY and Contractor.
- 212 CONSULTANT will coordinate with WSDOT Local Programs regarding project records and documentation.
- 213 CONSULTANT will prepare and maintain, on a weekly interval, a Request for Information (RFI) log that will be provided at the weekly coordination meeting with the Contractor. CONSULTANT shall actively track status of RFI's and ensure that RFI's are being reviewed with a sense of urgency that is appropriate for the particular circumstance unless the RFI is determined to be of a non-critical nature by the CITY and Contractor.
- 214 CONSULTANT will perform the UDBE on site reviews. CONSULTANT will monitor the Diversity Management and Compliance System (DMCS) for Contractor compliance.
- 215 CONSULTANT will lead the weekly project coordination meeting with the Contractor. Prepare and route weekly agendas and meeting minutes in a format acceptable to CITY.
- 216 CONSULTANT will prepare and maintain, on a weekly interval, a potential change order list for unpaid, owner requested, or disputed work. The list will include the following:

- A. Dates for when work was completed.
- B. Description of work.
- C. Force account estimate of work.
- D. CITY Authorization date (if owner requested).

300 Field Inspection for 60 Working Days:

- 301 CONSULTANT will provide an Inspector to observe day-to-day conduct of construction. Work will include the following:
- 302 CONSULTANT will prepare Field Note Records that detail Contractor's completed work for inclusion in monthly Pay Estimates.
- 303 CONSULTANT will review the materials delivered to the project site to ensure they are the approved construction materials. This will be done by checking them against the approved Request for Approval of Materials (RAM) forms and noting materials delivered on Inspector Daily Reports (IDR).
- 304 CONSULTANT Inspector(s) will prepare Inspector's Daily Reports. If there is more than one Inspector, each will prepare an individual report.
- 305 CONSULTANT will prepare Weekly Statements of Working Days and submit to Contractor by Tuesday for the previous work week.
- 306 CONSULTANT will observe Contractor's work and document that the project is built according to the Plans and Specifications.
- 307 CONSULTANT will monitor the Contractor's traffic control procedures and implementation of the approved traffic control plans.
- 308 CONSULTANT will monitor the Contractor's temporary erosion and sediment control procedures and systems and promptly notify the Contractor if there are erosion or sediment problems within the project limits.
- 309 CONSULTANT will monitor the Contractor's compliance with all permits.
- 310 CONSULTANT will provide daily project construction photos of traffic control set-up and work activities during construction. Photographs will be in digital format and cataloged by date and location of work.
- 311 CONSULTANT will coordinate Material testing, as required under the ROM and WSDOT Construction Manual, with material testing firm.
- 312 CONSULTANT will conduct Employee Interview Report for the Contractor and all Subcontractors and DBE Interviews as required.

400 Materials:

- 401 CONSULTANT will update the Record of Materials (ROM) as RAMs are rejected, approved, or conditionally approved as well as when test results are obtained.
- 402 CONSULTANT will inspect materials and conduct testing in accordance with the LAG Manual and the WSDOT Construction Manual. HWA Geosciences will be retained as our subconsultant to provide materials testing services.
- 403 CONSULTANT will prepare the Certification of Materials at project completion.

500 Project Completion:

- The CONSULTANT will assist the CITY in creation of a Punch List, inspection of punch list work and providing finalized pay note documentation.
- 501 CONSULTANT will coordinate with WSDOT Local Programs regarding a final review of project records and documentation. CONSULTANT will attend follow-up meetings with CITY and WSDOT Local Programs, if the final review identifies missing documentation that requires an additional review(s) by Local Programs.
- 502 CONSULTANT will prepare a draft Letter of Substantial Completion for the CITY's signature.
- 503 The CONSULTANT will prepare a draft letter of Physical Completion for CITY's signature.
- 504 The CONSULTANT will prepare the Final Pay Estimate and Voucher.

600 Directed/Optional Field Services:

Upon written approval from the CITY, the CONSULTANT shall provide CM services beyond the work identified above. Services may include the addition of new tasks, additional working days added to the contract or increasing the work effort of the engineering services as directed by the CITY. Such work shall be specified in a written Supplement to this Agreement.

Optional services may include additional work caused by extension of contract time due to Non-Working Days or schedule delays, additional project meetings, supplemental material testing, additional environmental documentation, document printing and overtime due to the Contractor working weekends.

700 CONSULTANT proposed staff:

Louis Coletta, PE will be the PM, RE

Tom White will be the primary Documentation person

Joe Anselment (Pacific CM) will be the on-site inspector for civil and ADA work

Robert Hallowell will be the inspector manager and primary inspector for Signal work

Deanne Warren will be our project analyst/project controls

Assumptions:

- 100 trips to the project by CONSULTANT
- 50 miles round trip.
- No overtime hours included.
- Scope and fee are estimates for 60 full working days for the civil inspector and up to 40 partial working days as needed for the signal inspector
- Consultant reserves the right to shift funds between phases and tasks as needed

* VICINITY MAP *

Citywide Intersection Improvements,
State Ave. - 3rd St. to 80th St. Project



Exhibit B
DBE Participation

Agreement Number:

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

CONSULTANT FEE ESTIMATE

Construction Management Services

Client: **City of Marysville**
Project: **Citywide Intersection Improvement Project**
State Avenue - 3rd St to 80th St

LABOR for WH Pacific dba NV5

		PM/RE	Signal Inspector/ Inspector Manager	Project Documentation	Project Coordinator		
		\$61.00	\$59.50	\$45.00	\$39.44		
100	Preconstruction	20	8	40	2	70	\$ 3,574.88
		\$1,220.00	\$476.00	\$1,800.00	\$78.88		
200	Construction Management Administration	60		120		180	\$ 9,060.00
		\$3,660.00	\$0.00	\$5,400.00	\$0.00		
300	Construction Field Services	0	130		20	150	\$ 8,523.80
		\$0.00	\$7,735.00	\$0.00	\$788.80		
400	Materials	60		120		180	\$ 9,060.00
		\$3,660.00	\$0.00	\$5,400.00	\$0.00		
500	Project Completion	80		40	5	125	\$ 6,877.20
		\$4,880.00	\$0.00	\$1,800.00	\$197.20		
	Labor Subtotal (Hours)	220	138	320	27	705	
	Labor Cost Subtotal	\$13,420.00	\$8,211.00	\$14,400.00	\$1,064.88		\$ 37,095.88

Overhead Percentage: 197.32% x Direct Salary Cost (DSC) = \$ 73,197.59
Fixed Fee Percentage: 29.00% x Direct Salary Cost (DSC) = \$ 10,757.81

NV5 Labor Total = \$ 121,051.28

LABOR for Pacific CM

		Civil Inspector					
		\$60.00					
100	Preconstruction	16				16	\$ 960.00
		\$960.00					
200	Construction Management Administration					0	\$ -
300	Construction Field Services	480				480	\$ 28,800.00
		\$28,800.00					
400	Materials					0	\$ -
500	Project Completion	16				16	\$ 960.00
		\$960.00					
	Labor Subtotal (Hours)	512	0	0	0	512	
	Labor Cost Subtotal	\$30,720.00	\$0.00	\$0.00	\$0.00		\$ 30,720.00

Overhead Percentage: 120.26% x Direct Salary Cost (DSC) = \$ 36,943.87
Fixed Fee Percentage: 8.00% x Direct Salary Cost (DSC) = \$ 2,457.60
\$ 70,121.47

EXPENSES:

ITEM	QUANTITY	UNIT COST	EXPENSES COST
Mileage	5000	\$0.560	\$ 2,800.00
HWA		\$19,817.00	\$ 19,817.00
Management reserve		\$0.00	
			Expenses Total = \$ 2,800.00
			\$ 19,817.00

TOTAL PROJECT FEE = \$ 213,789.75



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 11, 2020

WHPacific, Inc.
9755 SW Barnes Road
Portland, OR 97225

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Deanne Warren:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 197.32% of direct labor (rate includes 0.23% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Clifton Larson Allen, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultanrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Indirect Cost Rate Review Documentation

RELEASABLE CONTRACTING DOCUMENT

Consultant Name	Pacific CM, LLC			Rate Type:	Actual ICR
Consultant Fiscal Year	2019	Home Indirect Cost Rate	120.26%	Field Indirect Cost Rate	000.00%
Consultant Fiscal Year End Date	12/31/2019	Home Facilities Capital Cost of Money (FCCM) Rate	0.00%	Field Facilities Capital Cost of Money (FCCM) Rate	0.00%
Home Indirect Cost Rate + Home Facilities Capital Cost of Money Rate (Invoicing Rate)		120.26%	Field Indirect Cost Rate + Field Facilities Capital Cost of Money Rate (Invoicing Rate)		000.00%
Next ICR & FCCM Due Date: 18 months from Fiscal Year End Date		6/30/2021	Current ICR & FCCM Expiration Date: 21 months from Fiscal Year End Date		9/30/2021
Disposition:	Approved			Cost Analyst Review Date:	3/20/2020
Notes:	<u>Supporting Documentation/Analysis:</u> Approval based on ICR Schedule in accordance with FAR Part 31, Contract Cost Principles.				
Approver Name	Brandon M White		Approver Title	Cost Analyst	
Approver Signature					

RELEASABLE CONTRACTING DOCUMENT

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Project Cost Estimate
 Inspection and QA Testing
 Highway Safety Imp Project-State Ave from 3rd to 80th Street.
 Marysville, Washington
 Prepared For: Robert Hallowell-NV5



GEOSCIENCES INC.
 DBE/MWBE

266
 HWA Ref: 2021-050-21

Date: 30-Mar-21
 Revised
 Prepared By: SEG/BS

PROPOSED WORK SCOPE:

This cost estimate is based on Plans & Specifications obtained from the Washington Builders Exchange.

1. Periodic Inspection and testing of compacted aggregate for Sidewalk, Ramp, and Driveway base.
2. Concrete sampling and testing for signal pole foundations.
3. Sampling and testing of aggregates for compacted base and in concrete mixes.
4. Written field reports will be prepared for all inspections and reviewed for QA.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	2021 PERSONNEL & HOURLY RATES						TOTAL HOURS	TOTAL AMOUNT
	Principal \$72.30	Proj. Eng. \$75.00	PM \$42.20	Inspector \$28.00	Clerical \$39.00			
Soils, Concrete, Inspection and Testing, including:								
Aggregate Sampling (Assumes 1 trip to two pits for CSTC and Concrete aggregates)				12			12	\$336
Compaction of CSTC for sidewalk, ramp, driveway base, and HMA. (10 visits)				40			40	\$1,120
Sampling and Testing of Concrete for Ramps, Driveways, and Curb and Gutter (8 visits/8 pickups)				64			64	\$1,792
Sampling and Testing of Concrete for Signal Poles, Controller Cabinets (8 visits/8 pickups)				64			64	\$1,792
Geotechnical Consultation & Project Management								
Project Management			2				2	\$84
QA Review, Reporting, and Report Distribution	2		16		4		22	\$976
TOTAL LABOR:	2	0	18	180	4		204	\$6,100

LABORATORY TESTING ESTIMATE:

WORK TASK DESCRIPTION	Est. No. Tests	Unit Test Cost	Total Cost
Acceptance for CSTC (GS, SE) - assume two sources	2	\$285	\$570
Proctor Test for CSTC - assume two sources	2	\$255	\$510
Acceptance for Concrete Aggregate (GS) - assume two mix designs x two aggregates each mix	4	\$180	\$720
Concrete Compressive Strength (16 sets x 4 cylinders each set)	64	\$30	\$1,920
Lab Total:			\$3,720

ESTIMATED DIRECT EXPENSES:

Mileage to job site IRS rate 0.575/mile	\$600
Nuclear Gauge Rental: 10 days @ \$40/day	\$400
TOTAL DIRECT EXPENSES:	\$1,000

HWA LABOR COSTS

Direct Labor	\$6,100
Overhead x Direct Labor =(DL * 1.9486)	\$11,887
Fixed Fee =(DL * 30%)	\$1,830
TOTAL LABOR	\$19,817

ESTIMATED PROJECT TOTALS AND SUMMARY:	
Total Labor Cost	\$19,817
Laboratory Testing	\$3,720
Direct Expenses	\$1,000
ESTIMATED TASK TOTAL:	\$24,537

Assumptions:

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, night work and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8-hour minimum segment. Night work cancelled within 12 hours of scheduled time will be charged 4 hours.
6. Geotechnical consulting, Submittal and RAM review is not included.
7. HMA will not be tested except for compaction based on Plant Rice.



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 26, 2020

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Vasily Babko:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 194.86% of direct labor (rate includes 0.41% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by T-MAX CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2019

<u>Description</u>	<u>GL Account Balance</u>	<u>Unallowable Costs</u>	<u>FAR Ref</u>	<u>Total Proposed</u>	<u>% of Direct Labor</u>
Direct Labor	<u>\$ 1,507,325</u>	<u>\$ -</u>		<u>\$ 1,507,325</u>	
Fringe Benefits:					
Bonuses	\$ 241,881	\$ -		\$ 241,881	
PTO	291,729	-		291,729	
401 k	89,504	-		89,504	
Employee group insurance	238,392	-		238,392	
Workers' comp	23,361	-		23,361	
Payroll taxes	204,764	(108)	(1)	204,656	
Other employee benefits	9,491	(1,665)	(2)(3)(4)	7,826	
Total Fringe Benefits	<u>\$ 1,099,122</u>	<u>\$ (1,773)</u>		<u>\$ 1,097,349</u>	<u>72.80%</u>
General Overhead:					
Indirect labor	\$ 835,388	\$ (1,410)	(5)	\$ 833,978	
Bid and proposals	98,496	(1,501)	(6)	96,995	
Automobile expense	17,630	-		17,630	
Advertising and marketing	28,188	(28,188)	(5)	-	
Bank service charges	2,548	-		2,548	
Bad debt	(54)	54	(7)	-	
Contributions	1,101	(1,101)	(8)	-	
Computer and software expenses	132,618	-		132,618	
Depreciation and amortization	57,363	-		57,363	
Dues and subscriptions	7,252	-		7,252	
Insurance	118,457	-		118,457	
Interest	2,182	(2,182)	(9)(10)	-	
Maintenance and repairs	8,178	-		8,178	
Meals and entertainment	7,844	(3,469)	(2)	4,375	
Office supplies and postage	18,130	(250)	(3)	17,880	
Printing	34,624	-		34,624	
Professional fees	85,572	(16,807)	(6)	68,765	
Seminars and professional education	36,432	(850)	(5)	35,582	
Supplies	68,049	-		68,049	
Rent and utilities	226,914	-		226,914	
Taxes and licenses	163,122	(68,386)	(11)(12)	94,736	
Telecommunications	51,162	(36)	(10)	51,126	
Travel	9,407	-		9,407	
Recovery	(26,041)	(26,843)	(13)	(52,884)	
Total General Overhead	<u>\$ 1,984,562</u>	<u>\$ (150,969)</u>		<u>\$ 1,833,593</u>	<u>121.65%</u>
Total Fringe Benefits and General Overhead	<u>\$ 3,083,684</u>	<u>\$ (152,742)</u>		<u>\$ 2,930,942</u>	<u>194.45%</u>
Facilities Capital Cost of Money (FCCM)				<u>\$ 6,120</u>	<u>0.41%</u>

See notes to the indirect cost statement.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Update
Index #13

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

CITY COUNCIL MEETING DATE: April 12, 2021

AGENDA ITEM:	
Project Acceptance – Olympic View Park	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	<i>bc</i>
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Notice of Physical Completion Letter	
BUDGET CODE:	AMOUNT:
31000076.563000, P1801	N/A
SUMMARY:	

The Olympic View Park project allowed for the construction of a new City park including onsite parking, a restroom, multiple concrete plazas, a small picnic shelter, a play area with embankment slide, landscaping, interpretive signage and access to the Ebey Waterfront Trail and Qwuloolt Estuary, via an asphalt ADA compliant trail and a secondary gravel trail/utility access road. The project also constructed an asphalt entry drive and sidewalk connection to 59th Avenue and stormwater facilities, utility extensions and other miscellaneous work.

City Council awarded the project to Matia Contractors, Inc. on July 13th, 2020 in the amount of \$847,212.14, as well as a management reserve of \$84,721.21, for a total allocation of \$931,933.35.

The total authorized amount as approved by Council for the project is \$931.933.35. The project was completed at a cost of \$923,164.72 which was \$8,768.63 or 0.09% below the total allocation. The project was funded in part by Recreation Conservation Office (RCO) WWRP Local Park grant (\$500,000).

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor accept the Olympic View Park project, starting the 60-day lien filing period for project closeout.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to accept the project.</p>



MARYSVILLE
PUBLIC WORKS

April 10, 2021

Matia Contractors, Inc.
Attn: Nick Wylie
2112 Buchanan Loop
Ferndale, WA 98248

SUBJECT: OLYPMIC VIEW PARK – NOTICE OF PHYSICAL COMPLETION

Dear Nick,

In accordance with Section 01 70 00 of the Special Provisions, this project was considered physically complete as of today, Friday, April 10th, 2021. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

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

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

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

Adam Benton
Project Engineer

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270

Update
Index #14

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

CITY COUNCIL MEETING DATE: 4/12/2021

AGENDA ITEM:	
Teamster Memorandums of Understanding	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Teamsters approved an extension of their current contract through 2022. The extension provides for a wage increase of 1.75% effective 1/1/2021 and 2% effective 1/1/2022. The membership approved the MOU's which establish a new wage grid and layoff language.

<p>RECOMMENDED ACTION: Authorize the Mayor to sign the Memorandum's of Understanding establishing a new Appendix A to the Contract Agreement by and between the City of Marysville and Teamsters Local Union No. 763.</p>
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MEMORANDUM OF UNDERSTANDING

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, 2018 through December 31, 2020

Contract Extension:
January 01, 2021 through December 31, 2022

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

WHEREAS, effective December 31, 2020, the Agreement between the Union and the Employer expired;

WHEREAS, the Employer and the Union agree to extend the current Collective Bargaining Agreement for two (2) additional years;

WHEREAS, all articles, sections, and MOUs of the Agreement will remain in place with the exception being outlined below:

- A.1 Effective January 1, 2021, the monthly rates of pay for all Teamsters classifications in effect as of December 31, 2020 shall be increased by one and three-quarters percent (1.75%). If any non-represented or management group (excluding Directors, and MPOA/MPMA union contracts) receives a higher annual monthly increase than that offered to Teamsters, the higher (highest) monthly increase will be provided to all Teamsters classifications.
- A.2 Effective January 1, 2022, the monthly rates of pay for all Teamsters classifications in effect as of December 31, 2021 shall be increased by two percent (2.0%). If any non-represented or management group (excluding Directors and MPOA/MPMA union contracts) receives a higher monthly increase than that offered to Teamsters, the higher (highest) monthly increase will be provided to all Teamsters classifications.
- A.3 Wastewater Treatment Plant (WWTP) Operator – Effective January 1, 2018, the WWTP Operator classification will be adjusted from pay code 22 to new pay code 22-2 reflecting a 3.0% market adjustment. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11. The parties agree the WWTP Group III certification is a minimum job qualification for this job classification and that the 2016 WWTP MOU is rescinded.
- A.4 Wastewater Treatment Plant (WWTP) Pre-Treatment Technician – The 3.0% pay premium previously offered to this classification in exchange for obtainment of a WWTP Group III certification is withdrawn. A Group III certification is no longer a requirement of this job classification. The Pre-Treatment Technician will be moved to pay code 22-1. The parties agree that the 2016 WWTP MOU is rescinded.

3.8.21 Union (1)

A.5 Effective January 1, 2018, the Wastewater Treatment Plant (WWTP) Lead will receive a 1.5% pay premium for obtainment of a WWTP Group III certification, which is a minimum job qualification. Payment of this premium shall be paid after the incumbent earns the certification. The parties agree that the 2016 WWTP MOU is rescinded.

A.6 The parties agree to add the following pay rates for seasonal/temporary maintenance employees in Parks and Public Works:

AT HIRE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
\$13.91	\$15.17	\$16.44	\$17.70	\$18.97	\$20.30

Years are calculated from the original date of hire. Up to and including Year 2, the City reserves the discretion to increase the hourly rate of pay if necessary to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

CITY OF MARYSVILLE
 TEAMSTERS PAY GRID
 January 1, 2021 with a 1.75% COLA adjustment

2021 Classification	2021 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Custodian	U20	\$ 43,723	\$ 45,035	\$ 46,386	\$ 47,778	\$ 49,211	\$ 50,687	\$ 52,208	\$ 53,513	\$ 54,851
		\$ 21.02	\$ 21.65	\$ 22.30	\$ 22.97	\$ 23.66	\$ 24.37	\$ 25.10	\$ 25.73	\$ 26.37
Customer Service Representative	U25	\$ 52,468	\$ 54,042	\$ 55,663	\$ 57,333	\$ 59,053	\$ 60,825	\$ 62,649	\$ 64,216	\$ 65,821
Parks Maintenance Tech I		\$ 25.22	\$ 25.98	\$ 26.76	\$ 27.56	\$ 28.39	\$ 29.24	\$ 30.12	\$ 30.87	\$ 31.64
Streets Maintenance Tech I										
Accounting Tech – AP	U30	\$ 55,616	\$ 57,284	\$ 59,003	\$ 60,773	\$ 62,596	\$ 64,474	\$ 66,408	\$ 68,069	\$ 69,770
Accounting Tech - Utility Billing		\$ 26.74	\$ 27.54	\$ 28.37	\$ 29.22	\$ 30.09	\$ 31.00	\$ 31.93	\$ 32.73	\$ 33.54
CD Program Specialist										
Police Records Tech										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$ 60,065	\$ 61,867	\$ 63,723	\$ 65,635	\$ 67,604	\$ 69,632	\$ 71,721	\$ 73,514	\$ 75,352
Meter Technician		\$ 28.88	\$ 29.74	\$ 30.64	\$ 31.56	\$ 32.50	\$ 33.48	\$ 34.48	\$ 35.34	\$ 36.23
Parks Administrative Associate										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Small Equipment Mechanic	U40	\$ 63,669	\$ 65,579	\$ 67,547	\$ 69,573	\$ 71,660	\$ 73,810	\$ 76,024	\$ 77,925	\$ 79,873
Evidence Specialist		\$ 30.61	\$ 31.53	\$ 32.47	\$ 33.45	\$ 34.45	\$ 35.49	\$ 36.55	\$ 37.46	\$ 38.40
Parks Administrative Specialist										
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$ 66,583	\$ 68,858	\$ 70,924	\$ 73,052	\$ 75,243	\$ 77,501	\$ 79,826	\$ 81,821	\$ 83,867
Parks Maintenance Lead I		\$ 32.14	\$ 33.10	\$ 34.10	\$ 35.12	\$ 36.17	\$ 37.26	\$ 38.38	\$ 39.34	\$ 40.32
Police Records Tech Lead										

Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$ 71,352	73,678	75,889	78,165	80,510	82,926	85,413	87,549	89,737
Industrial Waste/Pretreatment Technician		\$ 34.39	35.42	36.48	37.58	38.71	39.87	41.06	42.09	43.14
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$76,540	78,836	81,201	83,637	86,146	88,730	91,392	93,677	96,019
Senior Traffic Control Systems Tech		\$ 36.80	37.90	39.04	40.21	41.42	42.66	43.94	45.04	46.16
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										

CITY OF MARYSVILLE
 TEAMSTERS PAY GRID
 January 01, 2022 with 2.0% COLA adjustment

2022 Classification	2022 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Custodian	U20	\$ 44,598	45,936	47,314	48,733	50,195	51,701	53,252	54,583	55,948
		\$ 21.44	22.08	22.75	23.43	24.13	24.86	25.60	26.24	26.90
Customer Service Representative	U25	\$ 53,517	55,123	56,776	58,480	60,234	62,041	63,902	65,500	67,138
Parks Maintenance Tech I		\$ 25.73	26.50	27.30	28.12	28.96	29.83	30.72	31.49	32.28
Streets Maintenance Tech I										
Accounting Tech – AP	U30	\$ 56,728	58,430	60,183	61,989	63,848	65,764	67,737	69,430	71,166
Accounting Tech - Utility Billing		27.27	28.09	28.93	29.80	30.70	31.62	32.57	33.38	34.21
CD Program Specialist										
Police Records Tech										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$ 61,267	63,105	64,998	66,948	68,956	71,025	73,156	74,984	76,859
Meter Technician		\$ 29.46	30.34	31.25	32.19	33.15	34.15	35.17	36.05	36.95
Parks Administrative Associate										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Small Equipment Mechanic	U40	\$ 64,943	66,891	68,898	70,965	73,093	75,286	77,545	79,483	81,471
Evidence Specialist		\$ 31.22	32.16	33.12	34.12	35.14	36.20	37.28	38.21	39.17
Parks Administrative Specialist										
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$68,190	70,235	72,342	74,513	76,748	79,051	81,422	83,458	85,544
Parks Maintenance Lead I		\$ 32.78	33.77	34.78	35.82	36.90	38.01	39.15	40.12	41.13
Police Records Tech Lead										

2022 Classification	2022 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$ 72,963	75,152	77,406	79,729	82,120	84,584	87,122	89,300	91,532
Industrial Waste/Pretreatment Technician		\$ 35.08	36.13	37.21	38.33	39.48	40.67	41.89	42.93	44.01
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	78,070	80,413	82,825	85,310	87,869	90,505	93,220	95,551	97,939
Senior Traffic Control Systems Tech		\$ 37.53	38.66	39.82	41.01	42.24	43.51	44.82	45.94	47.09
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										

A.7 Prior Work Experience - New employees may be given credit for prior work experience in computing entry salary. Such experiences may qualify the employee to start at an advanced Step, up to Step 4, of the appropriate classification, with an additional adjustment up to and including Step 5 as the maximum, conditioned upon successful completion of the probationary period. For example, a qualified lateral employee may be hired at Step 4 as the starting salary, and then increased to Step 5 upon completing the probationary period. If the Employer is unable to hire a qualified candidate for a position at or below Step 4 and he needs to address a Pay Step greater than 4, the Employer shall meet, confer and bargain with the Union over the position and Pay Step before hiring a candidate to fill the position. Employees who have performed bargaining unit work within the prior twelve (12) months shall receive credit for such time worked in determining the employees initial Step as a regular employee, provided such work is comparable to the current position. Length of service for fringe benefits shall begin with the date of becoming a regular employee.

A.8 Step Advancement - Advancement to the next step shall occur after twelve (12) months in the preceding Step. Denial of an advancement to Step 9 Merit Step for inadequate performance may be authorized by the Department Director, provided that the employee so affected is served with written notification in advance outlining the reasons. Retention of a merit step may be conditioned upon continued satisfactory performance and participating mandatory in-service training opportunities provided by the Employer, unless excused by the Department Director or his designee.

A.9 The Employer has a process of Annual Employee Evaluations. During an employee's annual evaluation if the obtaining of, or retention of merit Step 9 is in doubt, the Supervisor will advise the employee of the reasons why he may not receive or continue to receive,

merit pay and what action may be necessary on the part of the employee to correct their deficiencies. If during any year employee performance should jeopardize retention of merit pay, the employee will be counseled on what action may be necessary on the part of the employee and provided thirty (30) days to take the necessary action.

A.10 Promotion - An employee who is promoted from one classification to another shall be placed into not less than the lowest pay Step of the higher classification which still provides for an increase higher than currently being received by the employee prior to the promotion; provided however, in no event shall the increase be less than two point five percent (2.5%) above the rate of the old position.

A.11 Longevity Pay - The following shall be the Longevity pay for employees covered by this Agreement. Increases shall become effective with the employee's anniversary date of employment and upon completion of an employee's fifth (5th) year of service.

05 -10 years	\$70.00 per month
11-15 years	\$95.00 per month
16 - 20 years	\$120.00 per month
21 and over	\$170.00 per month

A.12 Higher Classification: An employee who has been assigned by management to act in a temporary capacity in a higher classification shall be paid at the higher classification in the pay step, which is the lowest step in the higher classification that still provides a minimum five percent (5.0%) increase over the employee's regular rate of pay provided the employee has worked at least three (3) shifts and one (1) hour in such capacity following which they will be paid back to hour one (1). If no assignment has been made by management the most senior employee shall be assigned and receive the higher pay.

A.13 Leadperson - In the event the Employer establishes a leadperson position(s), the Employer and Union shall meet to establish the appropriate pay grade for such position.

A.14 The City agrees to give seasonal/temporary maintenance employees in Parks and Public Works who have performed satisfactorily and competently from the previous year the first right of refusal for seasonal positions available the following year. Former seasonal/temporary maintenance employees in Parks and Public Works will receive offers in order based on the following criteria: number of hours worked in the previous seasons and performance.

A.15 The City's hiring practices will remain as they historically have – the City will hire seasonal/temporary maintenance employees in parks and public works based on need, primarily for the period of March through October. The City, however, reserves the right to hire and manage the workforce based on operational needs throughout the year. The City will not terminate or decline to bring back in subsequent seasons a seasonal/temporary maintenance employee in parks and public works based solely on that worker reaching the three hundred forty seven (347) hour threshold and/or higher pay scale. The City may hire seasonal/temporary maintenance employees in parks and public works with the expectation that they will not work more than 1200 hours in a 12 month period.

A.15.1 The City agrees that seasonal/temporary maintenance employees in Parks and Public Works are to be used to supplement the fulltime work force, not supplant it. The City agrees that the type of work assignments performed by seasonal/temporary maintenance employees in Parks and Public Works will remain status quo.

A.16 Local 763 agrees that the initial fee for seasonal/temporary maintenance employees in Parks and Public Works will be spread evenly over four (4) months.

3.8.21 Union (1)

- A.17 The City and Local 763 agree to use a rolling twelve (12) month period, rolling backwards, in determining whether a seasonal/temporary maintenance employee in Parks and Public Works has crossed the threshold of three hundred forty seven (347) hours or twelve hundred (1200) hours. The City and Local 763 agree that the first twelve (12) month rolling period will begin on June 1, 2016, and that hours worked by any seasonal/temporary maintenance employee in Parks and Public Works prior to June 1, 2016, will not count toward any threshold for crossing three hundred forty seven (347) or twelve hundred (1200) hours.
- A.18 Both parties agree to meet and begin bargaining six (6) months prior to the expiration of the collective bargaining agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
 EMPLOYEES AND DRIVERS LOCAL UNION
 NO. 763, affiliated with the International
 Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By _____
 Scott Sullivan
 Secretary-Treasurer

By _____
 Jon Nehring
 Mayor

Date _____

Date _____