

July 25, 2022

Marysville City Council Meeting
7:00 p.m.

City Hall

PUBLIC NOTICE:

Pursuant to Governor Inslee’s Proclamation 20-28, to help prevent the spread of COVID-19, the City Council is conducting hybrid in-person/virtual meetings.

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://us06web.zoom.us/j/86246307568>
Or
Dial toll-free US: 888 475 4499
Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

A. City Council Vacancy Position #1 Candidate Interview and Selection

Audience Participation

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

- 1. Approval of the June 27, 2022 Council Meeting Minutes
- 2. Approval of the July 5, 2022 Council Work Session Minutes
- 3. Approval of the July 11, 2022 Council Meeting Minutes

Consent

4. Approval of the July 6, 2022 Claims in the Amount of \$635,345.14 Paid by EFT Transactions and Check Numbers 156491 through 156631 with Check Number 155859 Voided

Marysville City Council Meeting**July 25, 2022****7:00 p.m.****City Hall**

5. Approval of the July 8, 2022 Payroll in the Amount of \$1,817,716.98 Paid by EFT Transactions and Check Numbers 34042 through 34071

6. Approval of the July 13, 2022 Claims in the Amount of \$2,092,731.66 Paid by EFT Transactions and Check Numbers 156632 through 156784 with Check Numbers 150592 and 156003 Voided

7. Approval of the July 20, 2022 Claims in the Amount of \$4,750,419.57 Paid by EFT Transactions and Check Numbers 156785 through 156971

8. Approval of the July 25, 2022 Payroll in the Amount of \$1,613,465.97 Paid by EFT Transactions and Check Numbers 34072 through 34091

Review Bids

9. Consider Approving the Contract Award for the Marysville Community Center Remodel P2205 with Wilder Custom Construction in the Amount of \$237,883.46 with a Management Reserve of \$23,788.35 for a Total Allocation of \$261,671.81

10. Consider Approving the Contract Award for the Sunnyside Blvd & 52nd St NE Signalization Project with Kamins Construction in the Amount of \$1,179,619.81 with a Management Reserve of \$117,962.00 for a Total Allocation of \$1,297,581.81

Public Hearings

11. Consider Approving an **Ordinance** to Designate an Additional Targeted Area for Property Tax Exemption for the Value of New Construction of Industrial/Manufacturing Facilities

New Business

12. Consider Approving the Professional Services Agreement for Construction Management Services for Sunnyside Blvd and 52nd St NE Signalization Project with KBA, Inc. in the Amount of \$117,500.00

13. Consider Approving a Local Agency Agreement Supplement with WSDOT for the Sunnyside Blvd & 52nd St NE Signalization Project

14. Consider Approving a **Resolution** Establishing a Public Participation Plan for the 2024 Comprehensive Plan Periodic Update

15. Consider Approving an Interagency Reimbursement Agreement with Administrative Office of the Courts

16. Consider Approving the Project Acceptance for 8th Street Improvements

Marysville City Council Meeting**July 25, 2022****7:00 p.m.****City Hall**

17. Consider Approving the Project Acceptance for 2021 Pavement Preservation Program
18. Consider Approving the Project Acceptance for Jennings Park Pickleball Courts
19. Consider Approving an **Ordinance** for Amendments to the Municipal Code Regarding Protection Orders
20. Consider Approving an **Ordinance** Amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3160
21. Consider Approving an **Ordinance** for Ziplly Fiber Northwest Franchise Amendment

Legal**Mayor's Business**

22. Appointment of City Clerk – John Nield
23. Community and Housing Development Citizen Advisory Committee Appointments – Cheyenne Markel, Mike Leighan, Roger Hoen, Mark James, and Tom King

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.

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
June 27, 2022**

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

Tom Albright gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Parks & Rec Director Tara Mizell, Police Chief Erik Scairpon, Public Works Director Jeff Laycock, Human Resources Director Jason Smith, IT Director Stephen Doherty, Finance Director (new) Crystil Wooldridge, City Attorney Jon Walker, Community Development Director Haylie Miller, Information Systems Administrator Chris Brown, Information Systems Analyst Mike Davis, Emergency Preparedness Manager Sarah LaVelle

Approval of the Agenda

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

AYES: ALL

Presentations

A. Tom Albright Retirement

Chief Scairpon recognized the retirement of Tom Albright who served for many years as a police chaplain and a member of the Crisis Support Team.

B. Officers' Swearing In

Benjamin Blake and Katherine Herrera were sworn in as police officers by Mayor Nehring. The officers were introduced by Chief Scairpon.

Audience Participation

Christina McCall, 7631 87th Ave NE, Marysville 98270, expressed frustration about new no parking signage on their street and people being towed on the first day. Mayor Nehring apologized for this happening. He agreed that they had had inadequate notice, and this is not the way it should have happened. He stated that the developer will be covering all costs for anybody affected by this. He noted that on Wednesdays, Saturdays, Sundays, and every evening, parking will be allowed on the street. Ms. McCall noted there has been some muddled communication with the developer, and she hopes this will be clarified.

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

Consent

1. Approval of the June 1, 2022 Claims in the Amount of \$2,546,088.37 Paid by EFT Transactions and Check Numbers 155848 through 155955 with Check Numbers 142474 and 144849 Voided
2. Approval of the June 8, 2022 Claims in the Amount of \$734,260.26 Paid by EFT Transactions and Check Numbers 155956 through 156065 with Check Numbers 145030, 145265, 145382, 146291, 149273, and 155290 Voided
3. Approval of the June 10, 2022 Payroll in the Amount of \$1,654,473.28 Paid by EFT Transactions and Check Numbers 33979 through 34012
4. Approval of the June 10, 2022 Miscellaneous Payroll in the Amount of \$3,665.16 Paid by EFT Transactions and Check Numbers 34013 through 34014
5. Approval of the June 15, 2022 Claims in the Amount of \$825,305.80 Paid by EFT Transactions and Check Numbers 156066 through 156174

Motion to approve Consent Agenda items 1-5 moved by Council President Norton seconded by Councilmember King.

AYES: ALL

Review Bids

Public Hearings

6. Six-Year Transportation Improvement Plan (TIP) Update

Director Laycock made a presentation regarding the Six-Year TIP for 2023-2028. He summarized this presentation is a requirement for the City. The total program for six years is \$486 million. 2023 estimated program is \$47 million. Funding comes from city funds and other funds.

Projects completed or in progress include:

- Non-Motorized (Marysville- Lake Stevens Trail Connector, Ebey Waterfront Trail, Shoultes SRTS, Cascade SRTS, sidewalk infill)
- Traffic Safety and Intersection Improvements (53rd Avenue NE/Sunnyside; 2020 City Safety Program)
- Widening/Lane Addition Projects: State Avenue Phase 2: 104th Street NE to 11th Street NE (\$4M TIB grant for construction)
- New Alignment Projects: 156th Street NE Design and Right-of-Way. STP grant funded project to complete bottleneck between Smokey Point Blvd. and Hayho Creek
- Bridge Projects: Grove Street overcrossing (\$5M Move Ahead WA) and 156th Street Overcrossing (\$500K Move Ahead WA, \$500K ARPA)
- Pavement Preservation: Annual pavement preservation, State Avenue NHS, and 116 NHS
- Joint Agency Projects: I-5 NB HOV Extension and Interchange, 88th Street NE (State Ave to 67th NE, 88th Street NE interchange, SR 528 interchange)

The public hearing opened at 7:37 p.m. Public comments were solicited. There were none.

6. Six-Year Transportation Improvement Plan (TIP) Update

Motion to adopt Resolution 2518 approving Six-Year Transportation Improvement Plan (TIP) Update moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

New Business

7. Consider Approving the Interlocal Agreement between City of Marysville and Marysville Fire District Regional Fire Authority for the Provision of Certain Emergency Management Services

Emergency Preparedness Manager LaVelle reviewed this item which would allow the use of Station 66 for the Joint Information Center in the event of an emergency. It would also allow for the use of Station 66 as a radio room.

Motion to approve the Interlocal Agreement between City of Marysville and Marysville Fire District Regional Fire Authority for the Provision of Certain Emergency Management Services moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

8. Consider Approving the Contract with Washington Service Corps for AmeriCorps Member in the Amount of \$10,800.00

Emergency Preparedness Manager LaVelle stated that this agreement would allow the City to host an AmeriCorps member from Washington Service Corps to support the City's Department of Emergency Management. That person would help enhance the preparedness outreach, public communication, and volunteer outreach recruitment.

Motion to approve the Contract with Washington Service Corps for AmeriCorps Member in the Amount of \$10,800.00 moved by Councilmember King seconded by Councilmember Muller.

AYES: ALL

9. Consider Approving the Property and Cyber Insurance Renewal with Alliant in the Amount of \$330,341.37 for 2022-2023

CAO Hirashima reviewed this item related to property coverage. The cost is \$330,341.37. It is a sizeable increase over last year primarily a result of the valuations going up because of the addition of the civic center for coverage.

Motion to authorize the Mayor to sign and execute the Property and Cyber Insurance Renewal with Alliant in the Amount of \$330,341.37 for 2022-2023 moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

10. Consider Approving an Ordinance Amending the 2021-2022 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted in Ordinance Number 3160

Human Resources Director Jason Smith reviewed the changes.

Motion to adopt Ordinance No. 3221, an Ordinance Amending the 2021-2022 Biennial Budget and providing for the Increase of Certain Expenditure Items as Budgeted in Ordinance Number 3160 moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

11. Discuss Process for Filling Vacant Council Position #1

Council President Norton reviewed the process for filling the vacancy. A questionnaire has been included to get a little more information from the candidates. Once the process is approved, the position can be posted.

Councilmember Richards asked if it would only be posted in the Everett Herald. CAO Hirashima replied that it would be posted online and on social media as well.

Councilmember James spoke in support of the process and asked if councilmembers would be able to add questions. Council President Norton suggested that each person would be able to ask two questions to ask during the interview portion. Questions can also be added to the questionnaire.

Councilmember James said he would like to add: What is something you appreciate in our community today that exists thanks to the decisions and efforts of people that were here more than ten years ago?

Councilmember Muller said he liked the Bonney Lake process. He suggested asking about the top three issues instead of just being open-ended. He also would like to ask about their understanding of the responsibilities of the City Council to weed out people who misunderstand the scope of the Council.

Councilmember Muller asked about the process for follow-up questions. CAO Hirashima thought the intent was that the councilmember who asked the question was the one who could ask a follow-up question. Councilmember James suggested a time at the end of each candidate's questions for general follow-up questions. Each councilmember can ask one follow-up question.

Councilmember Richards asked for enough time flexibility to allow the Council to get questions answered.

Councilmember Stevens suggested they state that the candidates must be available to attend both meetings in person.

Councilmember Richards asked if they are required to provide a virtual option. City Attorney Walker noted it was not required. Council President Norton noted that requiring applicants to be in person is one way to ensure fairness.

Council President Norton noted they might need to consider a way to whittle down candidates if there is a large number of applications.

Councilmember Muller referred to question 3 relating to being convicted of a crime. He asked if they should have a follow-up item requiring proof that the applicant has been cleared of that. City Attorney Walker noted they could request a certified court order if someone answered in the affirmative.

Councilmember Richards asked to add information about the length of the appointment and clarification that they would need to run in the next election.

Legal

Staff Business

CAO Hirashima noted that Finance Director Sandy Langdon and IS Director Worth Norton are both retiring. She introduced new IT Director Stephen Doherty and new Finance Director Crystil Wooldridge who gave brief self-introductions.

Mayor's Business

Mayor:

- It's great to have the new directors here. There was a new hire orientation today for all the new hires.
- He thanked everyone involved with Strawberry Festival. It was great to have that back this year.
- AWC Conference last week was excellent. He and Councilmember James attended. There were four mayors working the Public Safety issue who presented to the AWC legislative priorities committee. He believes they have a very strong chance of taking that to a tier 1 issues for AWC.
- He thanked everyone involved with getting the spray park open.

Staff Business

Director Mizell reminded everyone that the 4th of July is coming up. Vendors will be down predominately on 1st Street this year.

Chief Scairpon:

- He reminded everyone that there is a fireworks ban so go enjoy the show put on by the Parks Department.
- He encouraged everyone to be mindful of water temperatures and be safe.
- One more police officer will be graduating from the academy at the end of July. Police will be interviewing for entry level police officers over the next three days. The community service officer position is also live through the civil service process. Thanks to Council for approving that.

City Attorney Walker stated the need for an Executive Session to address one item regarding the acquisition of real estate for ten minutes with action expected.

Director Miller shared permit data through May. 2200 permits have been issued with a valuation of \$85 million. The fees charged for the permits are approximately \$4.8 million.

Call on Councilmembers and Committee Reports

Councilmember James:

- The Strawberry Parade was a lot of fun this year.
- Monday the 20th was the pickleball court opening and ribbon-cutting.
- He reported on the kinds of classes he was able to attend at the AWC conference.
- Welcome to the new directors.

Councilmember King:

- Thanks to the City for all the support and help in the 90th year of the Strawberry Festival.
- Welcome to the new police officers and new directors.
- The Public Works Committee met today to discuss a quiet zone for the trains.
- Thanks to Tom Albright for his service

Councilmember Stevens:

- Great job to everyone for putting on all the events of the recent weeks.
- Welcome to the new directors and police officers.

Councilmember Richards:

- He sat in on a Public Safety meeting on the 23rd. He noted that the recruitment pool for new officers is pretty shallow.
- He also went to the Public Works committee meeting today.
- He was not able to attend the Strawberry Festival because of his son's graduation.

Councilmember Muller:

- He reported on the Public Works Committee meeting where they talked about Phase 2 permit requirements and other stormwater issues they are dealing with. They talked about finalization of the street layouts up in the CIC. They also discussed quiet zones and will be bringing something to Council in September. There was discussion about the layout of the 529 interchange.
- He suggested police look at using the Public Works buildings on the old Quilceda wrecking yard site when they are done using it.
- He will be out of town for the meeting on July 5.

Council President Norton:

- Public Safety Committee meeting update: She reviewed crime stats, noting they removed the artificially low pandemic statistics. Once those were removed it shows that Marysville is about 20% below the 4-year average with crime. The only major crime category that saw an increase compared to the four years pre-pandemic average was assault. This was primarily driven by domestic violence.
- Thanks to everyone involved in the Strawberry Festival and pickleball courts.
- Welcome to new directors.

Adjournment/Recess

The meeting recessed at 8:38 p.m.

Executive Session

Executive Session began at 8:50 p.m.

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

Reconvene

The meeting reconvened at 9:00 p.m.

Motion to authorize the Mayor to sign and execute the Purchase and Sale Agreement for 1926 4th Street moved by Councilmember James, seconded by Councilmember Muller.

AYES: ALL

Adjournment

The meeting adjourned at 9:02 p.m.

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring

Index #2

City Council



1049 State Avenue
Marysville, WA 98270

**Work Session
July 5, 2022**

Call to Order / Pledge of Allegiance.

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

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Jon Walker, Public Works Director Jeff Laycock, Community Development Director Haylie Miller, Parks & Recreation Director Tara Mizell, Network Systems Administrator Chris Brown, Police Chief Erik Scairpon, Systems Analyst Mike Davis, Community Information Officer (CIO) Connie Mennie, Parks Asst. Director Dave Hall

Roll Call

Motion to excuse the absence of Councilmember Muller moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Approval of the Agenda

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

AYES: ALL

Presentations

A. Proclamation: Declaring July 2022 Parks and Recreation Month in Marysville
 Mayor Nehring read the Proclamation into the record.

The following items were reviewed:

Approval of Minutes

1. Approval of the June 6, 2022 Council Work Session Minutes
2. Approval of the June 13, 2022 Council Meeting Minutes

Consent

3. Approval of the June 22, 2022 Claims in the Amount of \$1,764,633.91 Paid by EFT Transactions and Check Numbers 156175 through 156333 with Check Numbers 141195, 156136, and 156152 Voided
4. Approval of the June 24, 2022 Payroll in the Amount of \$1,808,091.87 Paid by EFT Transactions and Check Numbers 34015 through 34041
5. Approval of the June 29, 2022 Claims in the Amount of \$919,180.38 Paid by EFT Transactions and Check Numbers 156334 through 156490 with Check Numbers 147672, 150983, 154549, and 156292 Voided

Review Bids

6. Consider the Contract Award for the 2022 Sidewalk Infill Program with WSB Excavation and Utilities LLC in the Amount of \$274,348.00 with a Management Reserve of \$27,434.80 for a Total Allocation of \$301,782.80

Director Laycock reviewed the results of the bid opening for the 2022 Sidewalk Infill program. Six bids were received; WSB Excavation and Utilities was the apparent low bidder.

7. Consider the Contract Award for the 2022 Pavement Preservation Program

Director Laycock explained that the bid opening is tomorrow. He reviewed the scope of the project to be funded with TBD funds. All projects were identified in the TBD program.

Council President Norton referred to 152nd and asked about the responsibility of developers for some of the damage on that road. Director Laycock explained the roads are substandard to begin with. He explained that developers are responsible for frontage improvements. The substandard roads will be taken care of with city funds.

Councilmember King asked how inflation is impacting costs. Director Laycock explained that there are increases. They will see how much when the bids are opened.

8. Consider the Contract Award for the LID Improvements for 2nd Street Project with SRV Construction, Inc. in the Amount of \$3,638,771.93 with a Management Reserve of \$331,938.60 for a Total Allocation of \$3,970,710.53

Director Laycock reviewed this item. Three bids were received. SRV Construction, Inc. was the lowest. There may be additional grant funds received for this project. The project is fully funded out of the utility fund.

9. Consider the Contract Award for the Marysville Community Center Remodel with EmTech, Inc. in the Amount of \$235,210.00 with a Management Reserve of \$23,521.00 for a Total Allocation of \$258,731.00

Three bids were received. The low bidder was EmTech, Inc.

Council President Norton asked when it would be completed. Director Laycock thought it would be done by the end of the year.

New Business

10. Consider the Contract Extension with Rae Boyd for Custody Medical Services

Chief Scairpon reviewed this item related to jail medical services.

11. Consider the Subdivision Settlement Participation Form associated with the State Opioid Settlement with Opioid Distributors

City Attorney Walker referred to the MOU regarding the opioid settlement. Another agreement is needed to be a participating jurisdiction to receive shares of this. He recommended that the Council approve this.

12. Consider an Ordinance Amending Title 14 Water & Sewer of the Marysville Municipal Code to Establish a Source Control Program

Director Laycock reviewed this item which would update the code language regarding establishment of a Source Control Program.

13. Consider an Ordinance Amending Sections 14.070.010 and 14.070.060 of the Marysville Municipal Code Regarding Residential Fire Sprinkler Systems

Director Laycock introduced this item. Fire Marshal Maloney explained they are trying to update the ordinance to match what they have been doing.

14. Consider a Resolution to Adopt a Public Participation Plan for the 2024 Comprehensive Plan Periodic Update

Senior Planner Gemmer reviewed the Resolution for the Public Participation Plan for the Comprehensive Plan Update.

15. Consider a Resolution Designating the Everett Herald as the City's Official Newspaper

City Attorney Walker explained that this would officially designate the Everett Herald as the City's official newspaper.

Councilmember King asked if there is a sunset clause. City Attorney Walker stated that there is not.

Councilmember Richards asked if there is any talk of doing away with newspapers and just doing it online. City Attorney Walker indicated that is up to Olympia.

16. Consider an Ordinance Relating to the City's Official Newspaper Repealing Chapter 1.04 MMC and Ordinance No. 3148

This item would amend the code to reflect the change in designating the Everett Herald as the City's official newspaper.

17. Consider a Resolution Setting a Public Hearing Date to Consider Expanding the Industrial/Manufacturing Targeted Area Designation

Director Miller reviewed this item which would set a hearing regarding expansion of the CIC designation area.

18. Consider an Ordinance to Amend Marysville Municipal Code Chapter 3.104 Industrial/Manufacturing Property Tax Exemption to Comply with State Changes

Director Miller reviewed this item related to updates to the tax exemption code.

Council President Norton asked what Arlington has done in regards to this. Director Miller replied that Arlington is planning on adopting the state changes as is.

Legal

Mayor's Business

Mayor Nehring:

- He thanked everyone involved in the 4th of July festivities. It was a lot of fun. They received a lot of great feedback about the event.
- He reported on a great Intergovernmental Affairs Committee meeting with Tulalip. Tulalip is the lead agency on the Connecting Washington project on 88th Street which will be four roundabouts on 88th and three roundabouts on 4th Street - some on Marysville's side and some on Tulalip's side. The projects are

combined in a \$36 million allocation from Connecting Washington. The project is short of funding by \$31 million. The City will form a working committee with Tulalip to begin looking at grant and other funding opportunities.

- There is a ribbon cutting for Coconut Kenny's tomorrow.
- The pickleball courts are getting a lot of great use. He is also enjoying them.

Staff Business

Chief Scairpon gave an update on 4th of July fireworks enforcement. 27 citations were issued for fireworks violations. A lot of fireworks were confiscated. No major incidents were reported. He also updated Council on a conviction related to a shooting back in October 2021. He commended detectives and officers involved in this.

Director Laycock updated Council on a delay in striping of State Avenue until next week. Cedar Avenue striping is almost done.

Call on Councilmembers and Committee Reports

Councilmember James thanked everyone for the work on the 4th of July festivities.

Councilmember King:

- He also commented on the positive meeting with the Tribes.
- The 4th of July event was great. He has noticed fireworks have tapered off each year.
- The striping on Cedar looks good.

Councilmember Stevens said he heard great things about the 4th of July celebration.

Councilmember Richards suggested looking at parking time limits around the new civic center. He was glad he got to sit in on the Intergovernmental Affairs Committee meeting.

Council President Norton thanked Parks staff for the great show for Independence Day. She hopes the City continues to put on that celebration.

Adjournment

The meeting was adjourned at 7:45 p.m.

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring

Index #3

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
July 11, 2022**

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

Pastor Rick Thiessen gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Council President Norton.

AYES: ALL

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Finance Director Sandy Langdon, Chief Administrative Officer (CAO) Gloria Hirashima, City Attorney Jon Walker, Systems Analyst Mike Davis, Community Development Director Haylie Miller, Parks & Recreation Director Tara Mizell, Deputy City Clerk Genevieve Geddis, Public Works Director Jeff Laycock, Information Services Director Stephen Doherty

Presentations

A. City Council Vacancy Position #1 Candidate Statements

Mayor Nehring reviewed the procedures.

The following council candidates introduced themselves:

- Elora Wykes
- Katie Sutherland
- Gary Hubbert
- Mario Brown
- Kristin Kinnamon
- Kate Spencer (via translator)
- Jeff Seibert
- Peter Condyles
- Wendy Messarina
- Kevin Boldt
- Brad Thompson
- Jon Levesque
- Deirdre Kvangnes
- Janet Keefe

Mayor Nehring and Council President Norton thanked everyone for their application and involvement in this process.

Motion to vote on the ballot for five candidates and that the top seven vote getters would move on to interviews on the July 25 moved by Council President Norton seconded by Councilmember James.

AYES: ALL

The following applicants were selected to move forward in the process:

1. Peter Condyles
2. Janet Keefe
3. Deirdre Kvangnes
4. Kristin Kinnamon
5. Jon Levesque
6. Katie Sutherland
7. Brad Thompson

Audience Participation

None.

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

1. Approval of the June 6, 2022 Council Work Session Minutes

Motion to approve the June 6, 2022 Council Work Session Minutes moved by Councilmember Stevens seconded by Council President Norton.

VOTE: Motion carried 5 - 0

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

ABSTAIN: Councilmember Richards

2. Approval of the June 13, 2022 Council Meeting Minutes

Motion to approve the June 13, 2022 Council Meeting Minutes moved by Council President Norton seconded by Councilmember James.

VOTE: Motion carried 5 - 0

AYES: Councilmember James, Councilmember King, Councilmember Stevens, Councilmember Richards, Council President Norton

ABSTAIN: Councilmember Muller

Consent

3. Approval of the June 22, 2022 Claims in the Amount of \$1,764,633.91 Paid by EFT Transactions and Check Numbers 156175 through 156333 with Check Numbers 141195, 156136, and 156152 Voided
4. Approval of the June 24, 2022 Payroll in the Amount of \$1,808,091.87 Paid by EFT Transactions and Check Numbers 34015 through 34041
5. Approval of the June 29, 2022 Claims in the Amount of \$919,180.38 Paid by EFT Transactions and Check Numbers 156334 through 156490 with Check Numbers 147672, 150983, 154549, and 156292 Voided
10. Consider Approving the Contract Extension with Rae Boyd for Custody Medical Services
11. Consider Approving the Subdivision Settlement Participation Form associated with the State Opioid Settlement with Opioid Distributors
22. Consider Approving the Special Event Permit Application; Reset Church's "Community Event under the Tent"

Motion to approve the entire Consent Agenda moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Review Bids

6. Consider Approving the Contract Award for the 2022 Sidewalk Infill Program with WSB Excavation and Utilities LLC in the Amount of \$274,348.00 with a Management Reserve of \$27,434.80 for a Total Allocation of \$301,782.80

Director Laycock reviewed this item.

Motion to approve the Contract Award for the 2022 Sidewalk Infill Program with WSB Excavation and Utilities LLC in the Amount of \$274,348.00 with a Management Reserve of \$27,434.80 for a Total Allocation of \$301,782.80 moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

7. Consider Approving the Contract Award for the 2022 Pavement Preservation Program with Reece Construction Company in the Amount of \$1,888,666.00 with a Management Reserve of \$190,334.00 for a Total Allocation of \$2,079,000.00

Director Laycock reviewed this item. The low bidder was Reece Construction. City Attorney Walker discussed a bid protest by the third lowest bidder against the second lowest bidder. The City is required by statute not to execute the contract with anybody but the protesting bidder until they give a written notice that they are going to execute the contract and two business days have passed.

Motion to award the 2022 Pavement Preservation contract to Reece Construction Company and to authorize the mayor to sign and execute a contract with Reece Construction in the amount of \$1,888,666.00 and approve a management reserve of \$190,334.00 for a total allocation of \$2,079,000.00, two business days after the City provides written notice of intent to execute a contract moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

8. Consider Approving the Contract Award for the LID Improvements for 2nd Street Project with SRV Construction, Inc. in the Amount of \$3,638,771.93 with a Management Reserve of \$181,938.60 for a Total Allocation of \$3,820,710.53

Director Laycock reviewed this item. The City is working with DOE to get additional grant funds.

Council President Norton asked when they might know about a grant. Director Laycock did not know the timeline.

Councilmember King asked if citizen concern about the depth of the rain gardens has quieted down. Director Laycock replied that it has. They have also changed some of the design standards for those.

Motion to authorize the Mayor to sign and executed the LID Improvements for 2nd Street Project with SRV Construction, Inc. contract in the Amount of \$3,638,771.93 with a Management Reserve of \$181,938.60 for a Total Allocation of \$3,820,710.53 moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

9. Consider Approving the Contract Award for the Marysville Community Center Remodel with EmTech, Inc. in the Amount of \$235,210.00 with a Management Reserve of \$23,521.00 for a Total Allocation of \$258,731.00

Director Laycock reviewed this item involving all phases of the remodel of the courthouse.

Motion to authorize the Mayor to sign and execute the contract for the Marysville Community Center Remodel with EmTech, Inc. in the Amount of \$235,210.00 with a Management Reserve of \$23,521.00 for a Total Allocation of \$258,731.00 moved by Councilmember Stevens seconded by Councilmember James.

AYES: ALL

Public Hearings

19. Ordinance 3216, Adopted May 23, 2022, Which Established Interim Development Regulations Related to the Maximum Residential Density Allowed in the Community Business Zone by Amending Marysville Municipal Code Section 22C.020.080

Director Miller introduced the public hearing regarding the interim regulations related to the CB zone. This is a procedural step in the process. The interim regulations are in place for six months, through October.

The public hearing was opened at 8:25 p.m. and public comments were solicited. Seeing none, the public hearing was closed at 8:26 p.m.

Director Miller explained that the next step is to work toward establishing a permanent code change in September. She asked for direction from the Council.

Council President Norton asked if this could go through the Economic Development Committee prior to Council's discussion. There was consensus to send this to the EDC. Director Miller stated she would put it on the agenda for the next available meeting.

New Business

12. Consider Approving an Ordinance Amending Title 14 Water & Sewer of the Marysville Municipal Code to Establish a Source Control Program

Motion to adopt Ordinance 3222, amending Title 14 Water & Sewer of the Marysville Municipal Code to Establish a Source Control Program moved by Councilmember Muller seconded by Councilmember James.

AYES: ALL

13. Consider Approving an Ordinance Amending Sections 14.070.010 and 14.070.060 of the Marysville Municipal Code Regarding Residential Fire Sprinkler Systems

Motion to adopt Ordinance 3223, amending Sections 14.070.010 and 14.070.060 of the Marysville Municipal Code Regarding Residential Fire Sprinkler Systems moved by Councilmember King seconded by Council President Norton.

AYES: ALL

15. Consider Approving a Resolution Designating the Everett Herald as the City's Official Newspaper

City Attorney Walker reviewed this item and item 16 related to permanently designating the Everett Herald as the City's official newspaper.

Motion to approve Resolution 2519 designating the Everett Herald as the City's Official Newspaper moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

16. Consider Approving an Ordinance Relating to the City's Official Newspaper Repealing Chapter 1.04 MMC and Ordinance No. 3148

Motion to adopt Ordinance 3224 relating to the City's Official Newspaper Repealing Chapter 1.04 MMC and Ordinance No. 3148 moved by Council President Norton seconded by Councilmember Stevens.

AYES: ALL

18. Consider Approving an Ordinance to Amend Marysville Municipal Code Chapter 3.104 Industrial/Manufacturing Property Tax Exemption to Comply with State Changes

Director Miller reviewed this item.

Motion to adopt Ordinance 3225, amending Marysville Municipal Code Chapter 3.104 Industrial/Manufacturing Property Tax Exemption to Comply with State Changes moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring:

- Thanks to all the candidates who applied for the council position.
- There was a great grand opening for Coconut Kenny's last week.

20. Appointment of Finance Director – Crystil Wooldridge

Motion to confirm the appointment of Crystil Wooldridge as Finance Director moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

21. Appointment of City Clerk – Crystil Wooldridge

Motion to confirm the appointment of Crystil Wooldridge to City Clerk moved by Councilmember King seconded by Councilmember Muller.

AYES: ALL

Staff Business

None.

Call on Councilmembers and Committee Reports

Councilmember James commented it is great to see new places opening up in Marysville. Thanks to all the great candidates who applied for the position. Welcome to Director Wooldridge.

Councilmember King enjoyed the grand opening of Coconut Kenny's. Junk in the Trunk was a success. Thanks to the council candidates. He presented a thank you plaque to the City from the Strawberry Festival.

Councilmember Stevens thanked all the candidates. He encouraged everyone to stay involved in other places if not selected.

Councilmember Richards enjoyed the Coconut Kenny's ribbon cutting and liked the food. Thanks to all the candidates. He also encouraged everyone to stay involved.

Councilmember Muller thanked everyone for their participation. The quality of applicants was very refreshing. The City Campus is taking shape and looking good. There will be an open house tomorrow for Old Dominion.

Council President Norton thanked all the applicants and encouraged them to continue to be involved.

Adjournment

The meeting was adjourned at 8:48 p.m.

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JULY 25, 2022

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Crystil Wooldridge, 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 July 6, 2022 claims in the amount of \$635,345.14 paid by EFT transactions and Check No.'s 156491 through 156631 with check number 155859 voided.</p>
<p>COUNCIL ACTION:</p>

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/6/2022 TO 7/6/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156491	STRIDER CONSTRUCTION	PAY ESTIMATE/RETAINAGE #26	GMA-STREET	-11,112.29
	STRIDER CONSTRUCTION		GMA - STREET	222,245.88
156492	PREMERA BLUE CROSS	CLAIMS PAID 6/19 TO 6/25/22	MEDICAL CLAIMS	43,592.72
156493	FIRST AMERICAN TITLE	EARNEST MONEY	AFFORDABLE HOUSING	6,776.25
156494	911 SUPPLY INC.	CREDIT FOR #RMA-2-1596 LIFFRIG	POLICE PATROL	-25.71
	911 SUPPLY INC.	UNIFORM - STEWART	POLICE PATROL	99.53
	911 SUPPLY INC.	UNIFORM - BLAKE	POLICE PATROL	120.32
	911 SUPPLY INC.	UNIFORM - LIFFRIG	POLICE PATROL	131.26
	911 SUPPLY INC.	UNIFORM - MORASCO	POLICE PATROL	131.26
	911 SUPPLY INC.	EAR PIECES	POLICE PATROL	1,621.10
156495	ADAMS, DR GREG S	UB REFUND	WATER/SEWER OPERATION	455.67
156496	AFFORDABLE ENVIRO	I-5/529 CAMP CLEAN UP	ROADSIDE VEGETATION	3,282.00
	AFFORDABLE ENVIRO	WELCO - CAMP CLEAN UP	ROADSIDE VEGETATION	3,282.00
156497	ALEXANDER PRINTING	PRINT SERVICE	POLICE ADMINISTRATION	25.81
	ALEXANDER PRINTING	BUSINESS CARDS	PARK & RECREATION FAC	76.37
	ALEXANDER PRINTING		SOLID WASTE OPERATIONS	76.37
	ALEXANDER PRINTING		GENERAL	76.38
	ALEXANDER PRINTING		POLICE INVESTIGATION	96.98
	ALEXANDER PRINTING		UTIL ADMIN	229.12
	ALEXANDER PRINTING	PRINT SERVICE	POLICE ADMINISTRATION	424.06
156498	AMAZON CAPITAL	CM FOR INV 1L7C-L6XY-7Q4M	POLICE INVESTIGATION	-90.80
	AMAZON CAPITAL	CM FOR INV #1KJ7-3WXT-6MTF	OFFICE OPERATIONS	-83.58
	AMAZON CAPITAL	COFFEE SUPPLIES	POLICE ADMINISTRATION	10.79
	AMAZON CAPITAL	WHITEBOARD SUPPLIES	POLICE ADMINISTRATION	12.02
	AMAZON CAPITAL	WSB WIRELESS ADAPTER	PROBATION	13.11
	AMAZON CAPITAL	RESTROOM SIGNS	DETENTION & CORRECTION	15.18
	AMAZON CAPITAL	KEYRINGS, RACK, TAGS	DETENTION & CORRECTION	15.21
	AMAZON CAPITAL	DISPLAY CABLE	OFFICE OPERATIONS	16.36
	AMAZON CAPITAL	CHIEF'S SUPPLIES	POLICE ADMINISTRATION	17.48
	AMAZON CAPITAL	MAGNETS	POLICE ADMINISTRATION	18.59
	AMAZON CAPITAL	SOUND CARD	PROBATION	23.52
	AMAZON CAPITAL	STORAGE BINS	POLICE ADMINISTRATION	24.17
	AMAZON CAPITAL	SPOONS, DISINFECTING WIPES	UTIL ADMIN	25.45
	AMAZON CAPITAL		ENGR-GENL	25.45
	AMAZON CAPITAL	DRY ERASE MARKERS	POLICE ADMINISTRATION	26.89
	AMAZON CAPITAL	PASTRY BASKET	POLICE INVESTIGATION	27.89
	AMAZON CAPITAL	ERGONOMIC MOUSE	COMPUTER SERVICES	35.33
	AMAZON CAPITAL	STICKY NOTES	DETENTION & CORRECTION	36.06
	AMAZON CAPITAL	OFFICE SUPPLIES	CUSTODIAL SERVICES	39.28
	AMAZON CAPITAL	WSB WIRELESS ADAPTER	MUNICIPAL COURTS	39.33
	AMAZON CAPITAL	DRONE PROPELLERS	COMMUNITY SERVICES UNIT	45.92
	AMAZON CAPITAL	EVI CONTROL CABLE	COMPUTER SERVICES	46.99
	AMAZON CAPITAL		COMPUTER SERVICES	46.99
	AMAZON CAPITAL	OFFICE SUPPLIES	UTIL ADMIN	47.48
	AMAZON CAPITAL		ENGR-GENL	48.52
	AMAZON CAPITAL	COMPUTER PRIVACY SCREENS	POLICE INVESTIGATION	49.22
	AMAZON CAPITAL	OFFICE SUPPLIES	ENGR-GENL	52.30
	AMAZON CAPITAL		POLICE ADMINISTRATION	52.62
	AMAZON CAPITAL	MEETING SUPPLIES	POLICE ADMINISTRATION	63.24
	AMAZON CAPITAL	DISPLAY SPLITTER	OFFICE OPERATIONS	69.05
	AMAZON CAPITAL	SOUND CARD	MUNICIPAL COURTS	70.54
	AMAZON CAPITAL	CHIEF'S SUPPLIES	POLICE ADMINISTRATION	73.23
	AMAZON CAPITAL	BOOKENDS, TAPE, WALL HOOKS	POLICE INVESTIGATION	75.49
	AMAZON CAPITAL	OFFICE SUPPLIES	WATER QUAL TREATMENT	76.57
	AMAZON CAPITAL	VERTICAL ERGONOMIC MOUSE	WATER QUAL TREATMENT	76.57
	AMAZON CAPITAL	POE INJECTOR	COMPUTER SERVICES	98.45
	AMAZON CAPITAL	FLASH DRIVE	POLICE PATROL	125.50
	AMAZON CAPITAL	EDGER BLADE, BLOWN BOOSTER	PARK & RECREATION FAC	146.63

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156498	AMAZON CAPITAL	ADAPTERS & PRIVACY SCREENS	LEGAL - PROSECUTION	146.96
	AMAZON CAPITAL	CALENDAR, CALCULATOR, PAPER	CITY CLERK	191.98
	AMAZON CAPITAL	FAST REPAIR ADHESIVE	EQUIPMENT RENTAL	198.88
	AMAZON CAPITAL	CALENDAR, CALCULATOR, PAPER	FINANCE-GENL	262.18
	AMAZON CAPITAL	GARBAGE TOTERS	POLICE PATROL	273.50
	AMAZON CAPITAL	HEADSETS AND SPEAKERS	COMPUTER SERVICES	695.60
	AMAZON CAPITAL	CRADLE POINT	COMPUTER SERVICES	719.86
	AMAZON CAPITAL	PELICAN CASES	POLICE TRAINING-FIREARMS	858.02
	AMAZON CAPITAL	NETWORK CABLES, KEYBOARDS, SSD'S	COMPUTER SERVICES	998.63
156499	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	370.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	925.00
156500	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	72.61
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	147.53
156501	ARIES BLDG SYSTEMS	PORTABLE RENTAL	STORM DRAINAGE	683.75
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	683.75
156502	ARLINGTON HARDWARE	PLUMBING ITEMS	WATER DIST MAINS	127.18
156503	BACKFLOW PARTS	BRASS FLARE FITTING	WATER/SEWER OPERATION	-5.36
	BACKFLOW PARTS		WATER CROSS CNTL	62.36
156504	BEAUCHAMP, MEL	UB REFUND	WATER/SEWER OPERATION	214.20
156505	BELL, STEPHEN		WATER/SEWER OPERATION	301.76
156506	BICKFORD FORD	SENSORS FOR #V053	EQUIPMENT RENTAL	79.42
	BICKFORD FORD	SEATBELT BUCKLE SET #J009	EQUIPMENT RENTAL	239.08
	BICKFORD FORD	TAIL LIGHT ASSEMBLY #V037	EQUIPMENT RENTAL	906.75
156507	BOTESCH, NASH & HALL	PAYMENT APPLICATION #14 FOR TI	CAPITAL EXPENDITURES	18,132.50
156508	BRAKE AND CLUTCH	CM FOR INV #110341	EQUIPMENT RENTAL	-61.26
	BRAKE AND CLUTCH	PARTS FOR #J026	EQUIPMENT RENTAL	797.25
156509	BROWN, PEPPER	UB REFUND	WATER/SEWER OPERATION	133.55
156510	BSN SPORTS, LLC	VOLLEYBALLS	RECREATION SERVICES	180.51
156511	CADENA, MICHAEL	INTERPRETER SERVICE	COURTS	130.00
	CADENA, MICHAEL		COURTS	138.16
156512	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	256.16
156513	CIMCO-GC SYSTEMS	SUPPLIES FOR PRV MAINTENANCE	WATER DIST MAINS	413.55
156514	COASTAL FARM & HOME	CHAIN LOOP, APRON CHAP	STORM DRAINAGE	286.60
156515	COOP SUPPLY	GRASS SEED	WATER SERVICE INSTALL	115.95
156516	COPIERS NORTHWEST	PRINTER RELOCATION TO MCC	CAPITAL EXPENDITURES	408.20
156517	CORE & MAIN LP	METER BOXES/LIDS	WATER SERVICES	724.45
	CORE & MAIN LP		WATER SERVICES	1,940.14
156518	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	17,248.66
156519	CROSS ENGINEERS, INC	PAYMENT APPLICATION #3	CAPITAL EXPENDITURES	1,250.00
156520	CRYSTAL SPRINGS	WATER/WATER DISPENSER RENTAL	COMMUNITY	73.81
156521	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	57.56
156522	CUES	CABLE, POWER, MOTOR & TRANS LAMP	STORM DRAINAGE	122.36
	CUES		SEWER MAIN COLLECTION	122.36
156523	CUZ CONCRETE PROD	LIGHT POLE BASE, PEDESTAL	STREET LIGHTING	1,312.80
156524	DELL	DESKTOP/LAPTOP/MONITORS	PROBATION	81.87
	DELL		MUNICIPAL COURTS	245.33
	DELL		OFFICE OPERATIONS	327.11
	DELL		IS REPLACEMENT ACCOUNTS	1,469.87
	DELL		EXECUTIVE ADMIN	1,845.00
	DELL	DELL OPTIPLEX - MINI PC	DETENTION & CORRECTION	1,848.19
	DELL		OFFICE OPERATIONS	1,848.20
	DELL	DESKTOP/LAPTOP/MONITORS	FINANCE-GENL	2,775.00
156525	DENNIS, MINDY	UB REFUND	WATER/SEWER OPERATION	218.65
156526	DOBBS PETERBILT	RESERVOIR ASSEMBLY #J024	EQUIPMENT RENTAL	218.29
156527	DONOVAN, DAVID & SHA	UB REFUND	WATER/SEWER OPERATION	35.66
156528	E&E LUMBER	CM FOR HOBBY KNIFE	COMMUNITY EVENTS	-8.59
	E&E LUMBER	HOBBY KNIFE Item 4 - 3	COMMUNITY EVENTS	8.59

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 INVOICE LIST**

FOR INVOICES FROM 7/6/2022 TO 7/6/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156528	E&E LUMBER	HOBBY KNIFE	COMMUNITY EVENTS	8.59
	E&E LUMBER	RECORDS SUPPLIES	OFFICE OPERATIONS	15.01
	E&E LUMBER	PAINT SUPPLIES	TRANSPORTATION	72.85
	E&E LUMBER	BRASS SUPPLIES	WATER DIST MAINS	87.30
156529	EAGLE FENCE	SERVICE CALL, LABOR, MATERIAL	PUBLIC SAFETY BLDG	711.10
156530	EAST JORDAN IRON WOR	SEWER DRAIN MANHOLE COVERS	SEWER MAIN COLLECTION	3,919.04
156531	ELLIOTT, JAMES	UB REFUND	WATER/SEWER OPERATION	359.63
156532	ENDRES, ERIC	SUMMER CONCERT JULY 6, 2022	RECREATION SERVICES	650.00
156533	EVERETT HERALD	SUBSCRIPTION	UTIL ADMIN	286.80
156534	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	3,055.00
156535	FAMILY PET MEDICAL	STEELE - VET SERVICE	K9 PROGRAM	337.45
156536	GALLS, LLC	SMALL TOOLS	POLICE PATROL	1,339.06
156537	GARCIA, ALMA E	UB REFUND	WATER/SEWER OPERATION	223.76
156538	GLEN'S RENTAL SALES	CONTROL HANDLE	SMALL ENGINE SHOP	125.44
	GLEN'S RENTAL SALES	WEED EATER, BLADES	SMALL ENGINE SHOP	172.27
156539	GORDON TRUCK CENTER	REPAIR PARTS FOR #J026	EQUIPMENT RENTAL	128.90
156540	GOVCONNECTION INC	UPS	STORM DRAINAGE	152.96
	GOVCONNECTION INC	HP LASER JET PRO PRINTER	POLICE PATROL	359.93
	GOVCONNECTION INC		CAPITAL EXPENDITURES	359.93
	GOVCONNECTION INC	BADGES	CAPITAL EXPENDITURES	634.52
156541	GRAINGER	WATCHDOG PARTS	WATER CROSS CNTL	42.63
	GRAINGER	ANGLE GRINDER	EQUIPMENT RENTAL	235.03
	GRAINGER	WATCHDOG PARTS	WATER CROSS CNTL	615.27
156542	GREENSHIELDS INDS	HOSE FOR #J026	EQUIPMENT RENTAL	126.92
	GREENSHIELDS INDS	HYDRAULIC HOSE ASSEMBLY #J064	EQUIPMENT RENTAL	157.50
156543	GUARDIAN RFID	JAIL INMATE TRACKING	DETENTION & CORRECTION	4,934.54
	GUARDIAN RFID		DETENTION & CORRECTION	4,934.54
156544	HD FOWLER COMPANY	RUBBER GASKETS	WATER DIST MAINS	75.33
	HD FOWLER COMPANY	HYDRANT REPAIR PARTS	HYDRANTS	78.95
	HD FOWLER COMPANY	MEGA LUGGS RESTRAINERS	WATER DIST MAINS	710.60
156545	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	546.00
156546	HENNINGS, LEIGHTON &	UB REFUND	WATER/SEWER OPERATION	268.48
156547	HERITAGE BANK	RETAINAGE PAY ESTIMATE #3	GMA-STREET	1,865.25
156548	HERNANDEZ, JUAN & MA	UB REFUND	WATER/SEWER OPERATION	132.27
156549	HOGLUND, OSCAR & MAR		GARBAGE	97.68
156550	HOME DEPOT USA	CM FOR #44290251	CUSTODIAL SERVICES	-50.48
	HOME DEPOT USA	CM FOR 44290251	CUSTODIAL SERVICES	-50.48
	HOME DEPOT USA	CM FOR ORDER #4443033	CUSTODIAL SERVICES	-50.48
	HOME DEPOT USA	CM FOR #44290251	CUSTODIAL SERVICES	-16.83
	HOME DEPOT USA	CM FOR 44290251	CUSTODIAL SERVICES	-16.83
	HOME DEPOT USA	CM FOR ORDER #44473033	CUSTODIAL SERVICES	-16.83
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	134.61
	HOME DEPOT USA		CUSTODIAL SERVICES	134.61
	HOME DEPOT USA	JANITORIAL SUPPLY	CUSTODIAL SERVICES	138.96
	HOME DEPOT USA		CUSTODIAL SERVICES	305.09
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	319.21
	HOME DEPOT USA		CUSTODIAL SERVICES	584.81
	HOME DEPOT USA		CUSTODIAL SERVICES	783.13
	HOME DEPOT USA		CUSTODIAL SERVICES	1,218.64
156551	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	211.25
156552	ICONIX WATERWORKS	NICOR COVERS, METER BOXES	WATER SERVICES	2,889.55
156553	IRON MOUNTAIN	ROCK	WATER DIST MAINS	1,492.07

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/6/2022 TO 7/6/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156553	IRON MOUNTAIN	ROCK	SEWER MAIN COLLECTION	1,492.08
	IRON MOUNTAIN		WATER DIST MAINS	1,538.43
	IRON MOUNTAIN		SEWER MAIN COLLECTION	1,538.43
156554	JJ POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPHS	POLICE ADMINISTRATION	750.00
156555	JOHNSON, ELIZABETH	SETTLEMENT - JOHNSON	RISK MANAGEMENT	2,000.00
156556	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	54.96
156557	KENDALL CHEVROLET	TAIL LIGHT ASSEMBLY #V020	EQUIPMENT RENTAL	100.76
	KENDALL CHEVROLET	REPAIR PARTS FOR #V018	EQUIPMENT RENTAL	233.75
	KENDALL CHEVROLET	REGULATOR, SUNSHADE #V018	EQUIPMENT RENTAL	314.30
	KENDALL CHEVROLET	PARTS FOR #V012	EQUIPMENT RENTAL	364.13
156558	KING, SHERRY JO	PROTEM SERVICE	MUNICIPAL COURTS	740.00
156559	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	130.00
	KUPRIYANOVA, SVETLAN		COURTS	153.40
156560	LENNAR NORTHWEST INC	UB REFUND 3868 80TH AVE NE	WATER/SEWER OPERATION	346.14
156561	LES SCHWAB TIRE CTR	TIRE REPAIR #J024	EQUIPMENT RENTAL	48.17
	LES SCHWAB TIRE CTR	TIRE REPAIR #H006	EQUIPMENT RENTAL	136.17
156562	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	173.25
	LEXISNEXIS RISK		POLICE INVESTIGATION	173.25
156563	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00
156564	MARK TRUST	UB REFUND	GARBAGE	268.35
156565	MCARTHUR, CHARLES G		GARBAGE	471.24
156566	MEYERS, SCOTT & KRIS		WATER/SEWER OPERATION	298.02
156567	MICHAEL BENEDICTSON		WATER/SEWER OPERATION	194.75
156568	MOTOR TRUCKS	PARTS FOR #J026	EQUIPMENT RENTAL	433.18
156569	NAPA AUTO PARTS	TAILGATE CABLE #334	EQUIPMENT RENTAL	15.99
	NAPA AUTO PARTS	TRANSMISSION FILTER #V018	EQUIPMENT RENTAL	16.28
	NAPA AUTO PARTS	HOOD SUPPORT STURT CYLINDER #J026	EQUIPMENT RENTAL	60.48
	NAPA AUTO PARTS	TRACTOR HYDRAULIC OIL #H004	EQUIPMENT RENTAL	77.36
	NAPA AUTO PARTS	SUPPLIES FOR INVENTORY	ER&R	127.46
	NAPA AUTO PARTS	OIL/AIR FILTERS - INVENTORY	ER&R	158.77
156570	NARCISO, DENNIS & BE	UB REFUND	WATER/SEWER OPERATION	205.91
156571	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	3,308.26
156572	ODP BUSINESS SOLUTIO	LABELS, FOLDERS, BINDERS, MAGNETS	WATER QUAL TREATMENT	68.12
	ODP BUSINESS SOLUTIO	WIPES	POLICE PATROL	78.64
	ODP BUSINESS SOLUTIO	WIPES, PADS OF PAPER	POLICE PATROL	123.77
	ODP BUSINESS SOLUTIO	TONER, DRAWER ORGANIZER	POLICE ADMINISTRATION	203.16
	ODP BUSINESS SOLUTIO	POST-IT-NOTES, PAPER	POLICE PATROL	301.45
	ODP BUSINESS SOLUTIO	TONER	POLICE PATROL	463.81
156573	OREILLY AUTO PARTS	PARTS FOR #814	EQUIPMENT RENTAL	202.44
	OREILLY AUTO PARTS	CATALYTIC CONVERTER ASSEMBLY #V005	EQUIPMENT RENTAL	654.44
156574	OWEN EQUIPMENT	PARTS FOR #H008	EQUIPMENT RENTAL	2,905.20
156575	PACIFIC GOLF & TURF	BLADES, SEAL - PARKS #W024	SMALL ENGINE SHOP	273.02
156576	PACIFIC POWER BATTER	BATTERIES	CAPITAL EXPENDITURES	24.68
156577	PACIFIC TOPSOILS	SOIL DISPOSAL	CAPITAL EXPENDITURES	173.60
	PACIFIC TOPSOILS		CAPITAL EXPENDITURES	173.60
	PACIFIC TOPSOILS		CAPITAL EXPENDITURES	173.60
	PACIFIC TOPSOILS		CAPITAL EXPENDITURES	173.60
156578	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
156579	PETERSON, LARRY	UB REFUND	WATER/SEWER OPERATION	510.89
156580	PIGSKIN UNIFORMS	UNIFORM - BOGGS	POLICE PATROL	613.59
156581	PLATT ELECTRIC	PARTS - GENERATOR INTRUSION SWITCH	SOURCE OF SUPPLY	292.85
	PLATT ELECTRIC		SEWER LIFT STATION	292.86
156582	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-3.07
	POLICE & SHERIFFS PR		POLICE PATROL	35.65
156583	POLLARDWATER	METAL DETECTOR	METER READING	754.08
156584	PROFORCE LAW ENFORC	HOLSTERS/GUN GEAR	POLICE PATROL	1,870.74
	PROFORCE LAW ENFORC		POLICE PATROL	2,494.86

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/6/2022 TO 7/6/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156585	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT	1,344.81
156586	PUD	ACCT #200998532	PARK & RECREATION FAC	21.31
	PUD	ACCT #204933311	PUMPING PLANT	21.31
	PUD	ACCT #201380995	PUMPING PLANT	21.70
	PUD	ACCT #202791166	PUMPING PLANT	21.73
	PUD	ACCT #221100092	GMA - STREET	24.26
	PUD	ACCT #201931193	PARK & RECREATION FAC	25.60
	PUD	ACCT #201610185	TRANSPORTATION	35.37
	PUD	ACCT #201670890	TRANSPORTATION	46.24
	PUD	ACCT #202140489	TRANSPORTATION	47.32
	PUD	ACCT #222871949	PARK & RECREATION FAC	47.80
	PUD	ACCT #220153100	TRANSPORTATION	48.92
	PUD	ACCT #202102190	TRANSPORTATION	49.35
	PUD	ACCT #202368536	TRANSPORTATION	50.10
	PUD	ACCT #220298624	STREET LIGHTING	54.34
	PUD	ACCT #202183679	TRANSPORTATION	57.11
	PUD	ACCT #202220760	GOLF ADMINISTRATION	58.10
	PUD	ACCT #200800704	STREET LIGHTING	60.87
	PUD	ACCT #200869303	TRANSPORTATION	75.13
	PUD	ACCT #202572327	STREET LIGHTING	101.92
	PUD	ACCT #202490637	SEWER LIFT STATION	105.31
	PUD	ACCT #202294336	STREET LIGHTING	111.91
	PUD	ACCT #202689105	WASTE WATER TREATMENT	121.32
	PUD	ACCT #202030078	TRANSPORTATION	136.17
	PUD	ACCT #220731285	STREET LIGHTING	142.05
	PUD	ACCT #222592917	PARK & RECREATION FAC	152.61
	PUD	ACCT #200084150	TRANSPORTATION	174.71
	PUD	ACCT #201639630	GOLF ADMINISTRATION	530.71
156587	PUGET SOUND SECURITY	DUPLICATE KEY	STORM DRAINAGE	4.21
156588	RANDHAWA, MOHINDER	INTERPRETER SERVICE	COURTS	260.00
156589	RAPID FINANCIAL SOL	JURY COSTS, LOAD FEES	COURTS	85.28
	RAPID FINANCIAL SOL	JURY COSTS/LOAD FEES	COURTS	183.87
	RAPID FINANCIAL SOL	JURY COSTS, LOAD FEES	COURTS	398.10
156590	REDFINNOW BORROWER L	UB REFUND 11432 44TH DR NE	WATER/SEWER OPERATION	125.34
156591	REGIONAL DISPOSAL	STREET SWEEPING DISPOSAL	STORM DRAINAGE	6,243.01
156592	RESTORICAL RESEARCH	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	2,835.03
156593	ROWLAND, JAMES & DIA	UB REFUND	WATER/SEWER OPERATION	403.84
156594	SAFEGUARD	DEPOSIT TICKETS	MUNICIPAL COURTS	175.66
	SAFEGUARD	CHECKS	MUNICIPAL COURTS	417.02
156595	SAGW LLC - RENTAL	UB REFUND 8503 63RD ST NE	WATER/SEWER OPERATION	225.13
156596	SECURE A SITE, INC.	INSTALL/REMOVAL OF TEMP FENCE	CAPITAL EXPENDITURES	3,019.00
156597	SHI INTERNATIONAL	ADOBE PRO LICENSES	OFFICE OPERATIONS	231.65
156598	SIMPIER, COLIN	UB REFUND	WATER/SEWER OPERATION	178.29
156599	SISKUN POWER EQUIPME	SPRAY ARM, FUEL FILTER STR28	SMALL ENGINE SHOP	306.49
	SISKUN POWER EQUIPME	CHAIN SAW	WATER DIST MAINS	417.61
	SISKUN POWER EQUIPME	ENGINE OIL - INVENTORY	ER&R	436.78
156600	SIX ROBBLEES INC	REPAIR SUPPLIES FOR #880	EQUIPMENT RENTAL	85.32
156601	SNO CO FINANCE	BUILD-UP #V063, #P209, #P210	EQUIPMENT RENTAL	7,275.38
	SNO CO FINANCE		EQUIPMENT RENTAL	8,547.35
	SNO CO FINANCE		EQUIPMENT RENTAL	8,795.94
156602	SNO CO TREASURER	SNO COUNTY JAIL HOUSING - MAY	DETENTION & CORRECTION	118,473.53
156603	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #3	GMA-STREET	-1,865.25
	SRV CONSTRUCTION		GMA - STREET	37,305.00
156604	STANWOOD REDI-MIX	CONCRETE SUPPLIES	SIDEWALK MAINTENANCE	1,846.68
156605	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	600.00
156606	STERICYCLE, INC.	SHREDDING SERVICE	UTIL ADMIN	9.12
	STERICYCLE, INC.		ENGR-GENL	9.12
156607	SUCE, JUNIOR	UB REFUND	WATER/SEWER OPERATION	359.30

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/6/2022 TO 7/6/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156608	SUNBELT RENTALS	CHAIN LOOP/CHAINSAW CHAIN	STORM DRAINAGE	96.01
156609	SUTLER, ROBERT & KAT	UB REFUND	GARBAGE	110.82
156610	TRANSPO GROUP	PROFESSIONAL SERVICE	TRANSPORTATION	11,497.50
156611	TRANSPORTATION, DEPT	GAL DEICER CALCIUM CHLORIDE	SNOW & ICE REMOVAL	810.61
156612	TRANSPORTATION, DEPT	TRAVEL	POLICE INVESTIGATION	8.75
156613	ULINE	UTENSIL	DETENTION & CORRECTION	124.91
	ULINE	PAPER TOWELS/SOAP REFILLS	DETENTION & CORRECTION	243.78
156614	UNITED PARCEL SERVIC	SHIPPING	COMMUNITY SERVICES UNIT	43.43
	UNITED PARCEL SERVIC		POLICE PATROL	71.08
156615	UNITED RENTALS	TAX CREDIT	CAPITAL EXPENDITURES	-0.99
	UNITED RENTALS	CONTAINER RENTAL	CAPITAL EXPENDITURES	110.65
156616	US MOWER	PARTS/REPAIR TO #H018	EQUIPMENT RENTAL	333.52
156617	VARELA, GAYLE N	UB REFUND	WATER/SEWER OPERATION	319.47
156618	VERIZON	AMR LINES	METER READING	338.37
156619	VOS, NANCY	UB REFUND	WATER/SEWER OPERATION	64.57
156620	WAGNER, STEPHANIE		WATER/SEWER OPERATION	246.20
156621	WASHINGTON FEDERAL	RETAINAGE PAY ESTIMATE #26	GMA-STREET	11,112.29
156622	WASTE MANAGEMENT	30 YARD DUMPSTER RENTAL	PROTECTIVE INSPECTIONS	2,224.57
156623	WILLIAMS, CASEY	UB REFUND	WATER/SEWER OPERATION	194.10
156624	WURZER, KURT		WATER/SEWER OPERATION	89.65
156625	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	59.66
156626	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	61.11
156627	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	61.11
156628	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	61.26
156629	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	111.66
156630	ZIPLY FIBER	ACCT #3606534028	CITY HALL	113.81
156631	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	49.38
	ZIPLY FIBER		POLICE PATROL	49.38
	ZIPLY FIBER		COMMUNICATION CENTER	49.38
	ZIPLY FIBER		UTILITY BILLING	49.38
	ZIPLY FIBER		GENERAL	49.38
	ZIPLY FIBER		GOLF ADMINISTRATION	49.38
	ZIPLY FIBER		COMMUNITY	98.77
	ZIPLY FIBER		DETENTION & CORRECTION	98.77
	ZIPLY FIBER		OFFICE OPERATIONS	98.77
	ZIPLY FIBER		GOLF ADMINISTRATION	98.77
	ZIPLY FIBER		CITY HALL	148.15
	ZIPLY FIBER		RECREATION SERVICES	197.53
	ZIPLY FIBER		WASTE WATER TREATMENT	246.92
	ZIPLY FIBER		UTIL ADMIN	246.92

WARRANT TOTAL: 637,710.59

TERRIE BATTUELLO VOID 155859 INITIATOR ERROR \$2,365.45

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$635,345.14

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

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 July 8, 2022 payroll in the amount \$1,817,716.98, paid by EFT Transactions and Check No. 34042 through 34071.
COUNCIL ACTION:

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JULY 25, 2022

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Crystil Wooldridge, 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 July 13, 2022 claims in the amount of \$2,092,731.66 paid by EFT transactions and Check No.'s 156632 through 156784 with check numbers 150592 and 156003 voided.</p>
<p>COUNCIL ACTION:</p>

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/13/2022 TO 7/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156632	PREMERA BLUE CROSS	CLAIMS PAID 6/26-6/30/22	MEDICAL CLAIMS	142,588.05
156633	LICENSING, DEPT OF	STATE GUN DEALER LICENSE	INTERGOVERNMENTAL	125.00
156634	LYDIG CONSTRUCTION	CIVIC CENTER PAYMENT #29	CAPITAL EXPENDITURES	16,021.04
	LYDIG CONSTRUCTION	CIVIC CENTER TI #1/PAYMENT #8	CAPITAL EXPENDITURES	1,057,702.25
156635	LICENSING, DEPT OF	DRIVING ABSTRACT - MANCHESTER	PERSONNEL ADMINISTRATION	13.00
156636	BOYD, RAE	CONTRACT NURSE SERVICES	DETENTION & CORRECTION	17,250.00
156637	3R TECHNOLOGY LLC	REFRIGERATOR RECYCLING	PROTECTIVE INSPECTIONS	3,516.00
156638	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	407.81
156639	AMAZON CAPITAL	CREDIT FOR 1YMH-K1KM-4CCV	CAPITAL EXPENDITURES	-362.00
	AMAZON CAPITAL	CREDIT INV. 17KP-QGTR-CL77	WATER QUAL TREATMENT	-76.57
	AMAZON CAPITAL	PUSH PINS	POLICE ADMINISTRATION	6.55
	AMAZON CAPITAL	CALENDARS	POLICE INVESTIGATION	10.48
	AMAZON CAPITAL	GORILLA MOUNTING PUTTY	POLICE ADMINISTRATION	16.46
	AMAZON CAPITAL	DOOR STOPPERS	POLICE INVESTIGATION	20.78
	AMAZON CAPITAL		POLICE INVESTIGATION	20.78
	AMAZON CAPITAL	LID/RING ASSEMBLY	PARK & RECREATION FAC	41.03
	AMAZON CAPITAL	PADFOLIO/RESUME PORTFOLIO FOLDERS	COMPUTER SERVICES	53.26
	AMAZON CAPITAL	HOLE PUNCH	POLICE ADMINISTRATION	58.98
	AMAZON CAPITAL	PRIVACY SCREEN	POLICE ADMINISTRATION	76.57
	AMAZON CAPITAL	CERTIFICATE COVERS	POLICE ADMINISTRATION	76.58
	AMAZON CAPITAL	UNIFORM - MIGUEL	POLICE PATROL	163.01
	AMAZON CAPITAL	STICKERS, TRAINING CONES	RECREATION SERVICES	211.48
	AMAZON CAPITAL	ECONOMY STOPWATCH	RECREATION SERVICES	289.84
	AMAZON CAPITAL	SUPPLIES FOR SUMMER CAMP	RECREATION SERVICES	290.83
	AMAZON CAPITAL	GYM MATS	RECREATION SERVICES	397.05
	AMAZON CAPITAL	PD WHITEBOARDS FOR MCC	CAPITAL EXPENDITURES	409.44
	AMAZON CAPITAL	WIRE CONNECTOR	METER READING	1,032.50
156640	AMERICAN HOMES 4 REN	UB REFUND 6607 79TH PL NE	WATER/SEWER OPERATION	147.20
156641	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	147.53
156642	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	36.70
156643	BAYLOR, JESSICA	REFUND ULTIMATE SPORTS	PARKS-RECREATION	59.00
156644	BICKFORD FORD	ITEMS FOR INVENTORY	ER&R	421.81
156645	BILLING DOCUMENT SPE	PRINTING SERVICE 6/27 TO 6/30/22	UTILITY BILLING	407.49
	BILLING DOCUMENT SPE	TRANSACTION FEE - JUNE	UTILITY BILLING	2,490.79
	BILLING DOCUMENT SPE	PRINTING SERVICE 6/17 TO 6/24/22	UTILITY BILLING	3,493.83
156646	BILLS BLUEPRINT INC	BOND WITH STAPLE BINDING	GMA - STREET	82.71
156647	BIRK, GURJEET	UB REFUND	WATER/SEWER OPERATION	612.78
156648	BOY, DOREEN A		WATER/SEWER OPERATION	61.23
156649	BRAKE AND CLUTCH	BRAKE ADJUSTER KIT - INVENTORY	ER&R	557.85
156650	BRIM TRACTOR	PARTS FOR #H004	EQUIPMENT RENTAL	166.47
	BRIM TRACTOR	REPAIRS FOR #H018	EQUIPMENT RENTAL	639.20
156651	CAMP FIRE USA	INSTRUCTOR SERVICE	RECREATION SERVICES	240.00
156652	CASTLE TIRE DISPOSAL	CLEAN SWEEP 2022	PROTECTIVE INSPECTIONS	913.21
156653	CNR INC.	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
156654	COASTAL FARM & HOME	RATCHET STRAP	STORM DRAINAGE	62.35
156655	COOP SUPPLY	BACKPACK SPRAYER, HERBICIDE	WATER RESERVOIRS	503.21
156656	COSTLESS SENIOR SERVICE	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	56.97
156657	CRAIN, NATHAN	REFUND SOFTBALL	PARKS-RECREATION	258.00
156658	CRIMINAL JUSTICE	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	300.00
156659	CULLENEY, KRISTIN	UB REFUND	GARBAGE	59.78
156660	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GENL GVRNMNT SERVICES	464.60
	DAILY JOURNAL OF COM		GMA - STREET	469.20
	DAILY JOURNAL OF COM		GMA - STREET	552.00
	DAILY JOURNAL OF COM		SURFACE WATER CAPITAL	717.60
156661	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	25.00
156662	DAY WIRELESS SYSTEMS	REPAIR RADIOS	POLICE PATROL	2,373.77
156663	DAY WIRELESS SYSTEMS	REPAIR RADIO ANTENNAS	POLICE PATROL	295.38
156664	DEJONG, ANNA	UB REFUND 7028110071 ST NE #B	WATER/SEWER OPERATION	172.38

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/13/2022 TO 7/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156665	DESCHAIINE, DANIEL	UB REFUND	WATER/SEWER OPERATION	113.58
156666	DICKS TOWING	TOWING 22-26160	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-26234	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-27043	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-27346	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-27615	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-29419	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-29695	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-30557	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-30777	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-6351	POLICE PATROL	77.54
	DICKS TOWING	TOWING A042701	POLICE PATROL	77.54
	DICKS TOWING	TOWING #531	EQUIPMENT RENTAL	129.23
156667	DOBBS PETERBILT	CREDIT INVOICE #026P34049	EQUIPMENT RENTAL	-164.10
	DOBBS PETERBILT	CREDIT INVOICE #026P33870	ER&R	-109.94
	DOBBS PETERBILT	FUEL/WATER SENSOR #J067	EQUIPMENT RENTAL	67.85
	DOBBS PETERBILT	CONTROL VALVE BRAKE - INVENTORY	ER&R	323.63
	DOBBS PETERBILT		ER&R	433.57
	DOBBS PETERBILT	AIR DRYER ASSEMBLY #J042	EQUIPMENT RENTAL	621.82
156668	DRIVE PAYMENTS, LLC	ACH PAYMENT FOR JUNE 2022	UTILITY BILLING	860.65
156669	E&E LUMBER	HANGING STRIPS, PICTURE MOUNTS	POLICE ADMINISTRATION	20.11
	E&E LUMBER	REPAIR ITEMS	PARK & RECREATION FAC	43.72
	E&E LUMBER	CLEANER/DEGREASER	PARK & RECREATION FAC	61.90
	E&E LUMBER	REPAIR ITEMS FOR MCC	CAPITAL EXPENDITURES	69.26
	E&E LUMBER	BRS SPRING HINGE	MAINT OF GENL PLANT	117.90
156670	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	266,728.71
156671	FCS GROUP	CD COST OF SERVICE STUDY	COMMUNITY	1,005.00
156672	FEDEX	GROUND DOMESTIC SHIPPING	PUMPING PLANT	5.33
	FEDEX	SHIPPING	WASTE WATER TREATMENT	150.28
156673	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	52,000.00
156674	FIERRO, MERCEDES	REFUND BABY SHOWER	PARKS-RECREATION	65.00
156675	FLOYD, CHRISTINE	REFUND PICKLEBALL	PARKS-RECREATION	35.00
156676	FREEMAN, JOHN	REFUND SOFTBALL	PARKS-RECREATION	500.00
156677	GEPNER, MEGAN	REFUND SEWING 100	PARKS-RECREATION	40.00
156678	GLEN'S SAW SHOP	TRIMMER HEAD	WATER SUPPLY MAINS	26.18
	GLEN'S SAW SHOP		WATER RESERVOIRS	41.45
	GLEN'S SAW SHOP		SOURCE OF SUPPLY	41.46
	GLEN'S SAW SHOP	BACKPACK BLOWER	WATER SUPPLY MAINS	99.80
	GLEN'S SAW SHOP		SOURCE OF SUPPLY	199.60
	GLEN'S SAW SHOP		WATER RESERVOIRS	199.60
156679	GRAINGER	SINGLE POINT HOOK	WATER CROSS CNTL	6.62
	GRAINGER	HYDRANT METER SUPPLIES	WATER CROSS CNTL	514.46
	GRAINGER	SUPPLIES FOR INVENTORY	ER&R	575.59
156680	GRAY AND OSBORNE	PROFESSIONAL SERVICE	STORM DRAINAGE	1,017.84
156681	GREENHAUS PORTABLE	PORTABLE RESTROOM RENTAL	RECREATION SERVICES	240.00
	GREENHAUS PORTABLE		RECREATION SERVICES	280.00
156682	HARBOR FREIGHT TOOLS	SMALL TOOLS FOR RESTOCKING	WATER DIST MAINS	436.81
156683	HAVELLANA, JEREMY	CDL RENEWAL LICENSE	SOLID WASTE OPERATIONS	136.00
156684	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
	HAZEN, DANIEL EDWARD		POLICE ADMINISTRATION	750.00
156685	HD FOWLER COMPANY	SUPPLIES FOR VAULT REPAIR	WATER RESERVOIRS	530.15
156686	HEITMAN, PAUL	UB REFUND	WATER/SEWER OPERATION	87.69
156687	HERC RENTALS INC	GENERATOR/PUMP RENTAL	SOURCE OF SUPPLY	1,553.42
156688	HERITAGE BANK	RETAINAGE PAY ESTIMATE #4	UTILITY CONSTRUCTION	3,871.00
	HERITAGE BANK	RETAINAGE PAY ESTIMATE #5	UTILITY CONSTRUCTION	10,848.12
156689	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	LEGAL - PROSECUTION	0.90
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	1.77
	HEWLETT PACKARD		WATER QUAL TREATMENT	3.09

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FOR INVOICES FROM 7/13/2022 TO 7/13/2022

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156689	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	UTIL ADMIN	4.08
	HEWLETT PACKARD		SEWER MAIN COLLECTION	7.50
	HEWLETT PACKARD		STORM DRAINAGE	7.50
	HEWLETT PACKARD		PARK & RECREATION FAC	13.89
	HEWLETT PACKARD		MUNICIPAL COURTS	38.85
	HEWLETT PACKARD		WASTE WATER TREATMENT	65.95
	HEWLETT PACKARD		CITY CLERK	67.46
	HEWLETT PACKARD		FINANCE-GENL	67.46
	HEWLETT PACKARD		UTILITY BILLING	129.31
	HEWLETT PACKARD		COMPUTER SERVICES	251.65
156690	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	40.74
	HOME DEPOT USA		CUSTODIAL SERVICES	41.70
	HOME DEPOT USA	SANI WASTE BAGS	PUBLIC SAFETY BLDG	41.77
	HOME DEPOT USA	DOLLY, RATCHET TIE DOWN MCC MOVE	CAPITAL EXPENDITURES	45.23
	HOME DEPOT USA	EARMUFF PELTOR OPTIME - INVENTORY	ER&R	150.97
	HOME DEPOT USA	JANITORIAL SUPPLIES	PUBLIC SAFETY BLDG	170.89
	HOME DEPOT USA	HAND TRUCK MCC MOVE	CAPITAL EXPENDITURES	292.40
	HOME DEPOT USA	INVENTORY ITEMS	ER&R	747.26
	HOME DEPOT USA	SHELVING UNIT MCC	CAPITAL EXPENDITURES	965.70
156691	IH2 PROPERTY OF WA L	UB REFUND 5415 144TH PL NE	WATER/SEWER OPERATION	239.11
156692	INLAND TECHNOLOGY	FIREARMS CLEANING STATION	POLICE PATROL	7,061.09
156693	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
156694	KAUFMAN, KRISSY	DAY CAMP REFUND	PARKS-RECREATION	140.00
156695	KELLER SUPPLY COMPAN	JENNINGS MAINT. BLDG REPAIRS	PARK & RECREATION FAC	274.27
156696	KITSAP TRACTOR	PARTS FOR UTILITIES #W019	SMALL ENGINE SHOP	1,076.32
156697	KRAFT, KIRK & PATRIC	UB REFUND	WATER/SEWER OPERATION	206.56
156698	LAYTON TREE CONSULT	CONSULTING ARBORIST SERVICE	WATER RESERVOIRS	410.00
156699	LEE, BRIAN	UB REFUND	GARBAGE	95.83
156700	LES SCHWAB TIRE CTR	REAR AXLE WHEEL REPAIR #J026	EQUIPMENT RENTAL	249.43
156701	LOGUE, HEATHER	REFUND WEDDING	PARKS-RENTS & ROYALTIES	125.00
	LOGUE, HEATHER		GENERAL FUND	250.00
156702	LOWES HIW INC	FLEX PIP CAP - MCC COURT BENCHES	CAPITAL EXPENDITURES	35.06
156703	LYONS, ROSS	REFUND SOFTBALL	PARKS-RECREATION	490.00
156704	MANLEY, HELENA	REFUND BABYSITTING	PARKS-RECREATION	40.00
	MANLEY, HELENA		PARKS-RECREATION	85.00
156705	MARYSVILLE FOOD BANK	REIMBURSEMENT - HUMAN SERVICE GRANT	RENTAL ASSISTANCE	25,000.00
156706	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	25.02
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	39.86
	MARYSVILLE, CITY OF		CITY HALL	79.43
	MARYSVILLE, CITY OF		NON-DEPARTMENTAL	93.28
	MARYSVILLE, CITY OF		OPERA HOUSE	122.35
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	123.70
	MARYSVILLE, CITY OF		CITY HALL	127.81
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	130.63
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	219.74
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	221.01
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	225.14
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	243.80
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	316.12
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	477.75
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	721.56
	MARYSVILLE, CITY OF		OPERA HOUSE	754.48
	MARYSVILLE, CITY OF		COURT FACILITIES	787.25
	MARYSVILLE, CITY OF		CITY HALL	829.01
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,260.93
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,073.92
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	3,146.05
156707	MCWETHY, LUCAS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/13/2022 TO 7/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156708	MILLER, ELIESE	UB REFUND	WATER/SEWER OPERATION	26.90
156709	MODERN MACHINERY CO,	REPAIR ACCIDENT DAMAGE #H010	EQUIPMENT RENTAL	3,838.72
156710	MOTOR TRUCKS	COOLANT - FLEET INVENTORY	ER&R	301.68
156711	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	32.54
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	32.54
	MOUNTAIN MIST		SEWER MAIN COLLECTION	32.55
156712	NAPA AUTO PARTS	CREDIT INVOICE #4642-515552	EQUIPMENT RENTAL	-19.69
	NAPA AUTO PARTS	OIL FILTER #540	EQUIPMENT RENTAL	4.58
	NAPA AUTO PARTS	SYNTHETIC ENGINE OIL #V058	EQUIPMENT RENTAL	27.30
	NAPA AUTO PARTS	GROUP 47 AGM BATTERY #V058	EQUIPMENT RENTAL	188.04
156713	NAVIA BENEFIT	PARTICIPANT FEE - JUNE	PERSONNEL ADMINISTRATION	178.45
156714	NCSI	EMPLOYMENT BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	92.50
	NCSI	VOLUNTEER BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	129.50
156715	NELSON PETROLEUM	560 BOOSTER ANNUAL MAINTENANCE	PUMPING PLANT	131.72
156716	NORTHWEST HYDRAULIC	PLANNING PROFESSIONAL SERVICE	STORM DRAINAGE	3,631.25
156717	ODP BUSINESS Solutio	PAPER CLIPS	OFFICE OPERATIONS	13.52
	ODP BUSINESS Solutio	LABELS, CLIPBOARD, TISSUE	POLICE PATROL	263.38
	ODP BUSINESS Solutio	PD WHITEBOARD FOR MCC	CAPITAL EXPENDITURES	339.12
156718	OLIVEIRA, VIKTORIA	REFUND DAY CAMP	PARKS-RECREATION	140.00
156719	PACIFIC TOPSOILS	YARD SOIL DUMP	CAPITAL EXPENDITURES	217.00
156720	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	156.40
	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	180.20
156721	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	PRO-SHOP	77.00
	PGC INTERBAY LLC		PRO-SHOP	456.19
	PGC INTERBAY LLC		MAINTENANCE	527.51
	PGC INTERBAY LLC		MAINTENANCE	712.42
	PGC INTERBAY LLC		PRO-SHOP	731.00
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,210.80
	PGC INTERBAY LLC		PRO-SHOP	1,284.82
	PGC INTERBAY LLC		MAINTENANCE	1,630.03
	PGC INTERBAY LLC		MAINTENANCE	1,980.84
	PGC INTERBAY LLC		MAINTENANCE	2,863.95
	PGC INTERBAY LLC		MAINTENANCE	6,314.71
	PGC INTERBAY LLC		GOLF COURSE	6,860.87
156722	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-3.06
	POLICE & SHERIFFS PR		POLICE ADMINISTRATION	17.80
	POLICE & SHERIFFS PR		POLICE PATROL	17.81
156723	POWELL, KEVIN & GRET	UB REFUND	WATER/SEWER OPERATION	133.12
156724	PUBLIC SAFETY TESTIN	Q2 SUBSCRIPTION FEE	PERSONNEL ADMINISTRATION	978.00
156725	PUD	ACCT #205283641	STREET LIGHTING	10.82
	PUD	ACCT #205026479	STREET LIGHTING	11.84
	PUD		STREET LIGHTING	18.53
	PUD	ACCT #204584361	STREET LIGHTING	18.69
	PUD	ACCT #202177861	PUMPING PLANT	21.70
	PUD	ACCT #204584361	STREET LIGHTING	24.78
	PUD	ACCT #221303498	STREET LIGHTING	31.47
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	52.09
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	60.97
	PUD	ACCT #202368197	PUMPING PLANT	101.21
	PUD	ACCT #201046380	PARK & RECREATION FAC	109.61
	PUD	ACCT #202576112	STREET LIGHTING	131.58
	PUD	ACCT #203344585	STREET LIGHTING	208.16
	PUD	ACCT #200812808	PUMPING PLANT	224.22
	PUD	ACCT #200164598	SOURCE OF SUPPLY	337.95
	PUD	ACCT #202461554	SEWER LIFT STATION	458.46
	PUD	ACCT #202604203	STREET LIGHTING	1,796.34
	PUD	ACCT #201098969	PUMPING PLANT	1,860.38
	PUD	ACCT #202576112	STREET LIGHTING	2,500.08

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FOR INVOICES FROM 7/13/2022 TO 7/13/2022

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156725	PUD	ACCT #202604203	STREET LIGHTING	2,694.51
	PUD	ACCT #202882098	STREET LIGHTING	9,053.22
	PUD		STREET LIGHTING	14,160.17
156726	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	12.12
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	40.13
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	41.27
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	42.40
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	49.18
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	68.44
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	74.16
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	75.30
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	95.70
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	146.73
156727	REDFINNOW BORROWER L	UB REFUND 14412 49TH DR NE	WATER/SEWER OPERATION	39.42
156728	REINER PUMP SYSTEMS	SUMP PUMP REBUILD AND PARTS	WASTE WATER TREATMENT	23,444.72
156729	RICCO, JENNIFER	REFUND SOFTBALL	PARKS-RECREATION	500.00
156730	RIVERA, DOUG & KERRY	UB REFUND	WATER/SEWER OPERATION	323.07
156731	ROOT, JESSIE	REFUND ART	PARKS-RECREATION	89.00
156732	ROSE, THERESA	REFUND TENNIS	PARKS-RECREATION	45.00
156733	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	603.82
156734	SMOKEY POINT CONCRETE	TONS COBBLE ROCK	SOURCE OF SUPPLY	1,250.02
156735	SNITZLER, LUKE & GAB	UB REFUND	GARBAGE	253.25
156736	SNO CO PROSECUTING	SHARED TRANSCRIPTION COSTS	POLICE INVESTIGATION	625.00
156737	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	595.74
156738	SNO CO TREASURER	INMATE MEDICAL FOR MAY	DETENTION & CORRECTION	6,509.55
156739	SNYDER, BETTY	UB REFUND	WATER/SEWER OPERATION	122.61
156740	SOLID WASTE SYSTEMS	PROX SWITCH #J007	EQUIPMENT RENTAL	264.99
	SOLID WASTE SYSTEMS	EXTENSION CO-AX CABLE - INVENTORY	ER&R	488.71
156741	SONITROL	MONITORING	COURT FACILITIES	47.50
	SONITROL	MICRO PROX PATCH	CITY HALL	120.34
	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PUBLIC SAFETY BLDG	250.22
	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	576.18
156742	SOUND PUBLISHING	ORDINANCE 3217	CITY CLERK	36.24
156743	SOUND PUBLISHING	ORDINANCE 3220	CITY CLERK	37.96
156744	SOUND PUBLISHING	ORDINANCE 3219	CITY CLERK	41.40
156745	SOUND PUBLISHING	SIX YR TIP 2023-2028 PUBLIC HEARING	CITY CLERK	127.52
156746	SOUND PUBLISHING	2022 SIDEWALK INFILL PROJECT	CITY CLERK	192.88
156747	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA - STREET	220.40
156748	SOUND PUBLISHING		SURFACE WATER CAPITAL	289.20
156749	SOUND SAFETY	UNIFORM - HAGEN	TRANSPORTATION	153.01
	SOUND SAFETY	UNIFORM - HANNAHS	TRANSPORTATION	193.45
156750	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #5	UTILITY CONSTRUCTION	-10,848.12
	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #4	UTILITY CONSTRUCTION	-3,871.00
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	77,420.09
	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #5	SURFACE WATER CAPITAL	216,962.50
156751	STAPLES	BINS FOR SUMMER CAMP	RECREATION SERVICES	90.58
156752	STERICYCLE, INC.	ON-SITE REGULAR SERVICE	CITY CLERK	12.57
156753	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	175.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	868.00

**CITY OF MARYSVILLE
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FOR INVOICES FROM 7/13/2022 TO 7/13/2022

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156754	SWAN, M ELAINE	UB REFUND	WATER/SEWER OPERATION	148.56
156755	TRANSPORTATION, DEPT	TRAVEL	POLICE ADMINISTRATION	2.75
	TRANSPORTATION, DEPT		POLICE INVESTIGATION	4.05
156756	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	870.75
	ULINE	PD WHITEBOARD FOR MCC	CAPITAL EXPENDITURES	911.23
156757	UMIPIG, CINDY & FEDE	UB REFUND	WATER/SEWER OPERATION	229.96
156758	UNITED PARCEL SERVICE	SHIPPING/LATE FEE	POLICE PATROL	93.81
156759	UNITED RENTALS	CONTAINER RENTAL	COMMUNITY CENTER	110.65
156760	UNIVERSAL FIELD	SERVICE FOR APRIL 2022	GMA - STREET	255.56
	UNIVERSAL FIELD	SERVICE FOR FEBRUARY 2022	GMA - STREET	312.90
	UNIVERSAL FIELD	SERVICE FOR JANUARY 2022	GMA - STREET	312.90
	UNIVERSAL FIELD	SERVICE FOR MARCH 2022	GMA - STREET	812.75
156761	USA BLUEBOOK	HACH KIT	WASTE WATER TREATMENT	1,055.60
156762	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	937.86
156763	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.21
	VERIZON		POLICE INVESTIGATION	480.37
	VERIZON		POLICE PATROL	2,400.97
156764	VESSER, JOSEPH & HE	UB REFUND	WATER/SEWER OPERATION	313.49
156765	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	606.50
	WA STATE TREASURER		GENERAL FUND	29,505.58
156766	WAITE, BRIAN	SUMMER CONCERT JULY 20, 2022	RECREATION SERVICES	650.00
156767	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	69.80
156768	WATSON, LYNN	REFUND PICKLEBALL	PARKS-RECREATION	35.00
156769	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	187.02
156770	WEBCHECK	WEBCHECK SERVICE JUNE 2022	UTILITY BILLING	1,834.64
156771	WEISSE, CARRIE	REFUND PICKLEBALL	PARKS-RECREATION	50.00
156772	WELCH, SHANE	REFUND SOFTBALL	PARKS-RECREATION	500.00
156773	WEST PAYMENT CENTER	INFORMATION CHARGES	LEGAL-GENL	400.64
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	400.65
156774	WHITE CAP CONSTRUCT	CONCRETE TOOLS	SIDEWALK MAINTENANCE	122.22
156775	WOOLLEY, EVERETT	REFUND BASKETBALL	PARKS-RECREATION	85.00
156776	WSSUA	SOFTBALL - JUNE 2022	RECREATION SERVICES	1,592.00
156777	ZAMUDIO, ANDREW & HA	UB REFUND	WATER/SEWER OPERATION	128.48
156778	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	62.25
156779	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	65.69
156780	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	71.73
156781	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
156782	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	27.59
	ZIPLY FIBER		MUNICIPAL COURTS	110.40
156783	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	211.35
156784	ZIPLY FIBER	ACCT #3606594037	CITY HALL	167.64

WARRANT TOTAL: \$2,093,531.66

CARRIE WEISSE	VOID	150592	CHECK LOST/DAMAGED	\$50.00
DANIEL HAZEN	VOID	156003	CHECK LOST/DAMAGED	\$750.00

REASON FOR VOIDS:

INITIATOR ERROR
 CHECK LOST/DAMAGED

WARRANT TOTAL: \$2,092,731.66

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JULY 25, 2022

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Crystil Wooldridge, 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 July 20, 2022 claims in the amount of \$4,750,419.57 paid by EFT transactions and Check No.'s 156785 through 156971.</p>
<p>COUNCIL ACTION:</p>

**CITY OF MARYSVILLE
 INVOICE LIST**

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156785	LICENSING, DEPT OF	DRIVING ABSTRACT - ROUHANA	PERSONNEL ADMINISTRATION	13.00
156786	LYDIG CONSTRUCTION	APPLICATION FOR PAYMENT #30	CAPITAL EXPENDITURES	25,482.84
	LYDIG CONSTRUCTION	CIVIC CENTER TI #1 PAYMENT 9	CAPITAL EXPENDITURES	1,401,262.04
156787	LICENSING, DEPT OF	CPL FOR JUNE	INTERGOVERNMENTAL	828.00
156788	9TO5 SEATING LLC	OFFICE CHAIRS	CITY FACILITIES	-1,355.83
	9TO5 SEATING LLC		CAPITAL EXPENDITURES	15,779.58
156789	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	130.00
	ACOSTA, JESSE		COURTS	130.00
	ACOSTA, JESSE		COURTS	132.86
156790	ALEXANDER PRINTING	PRINT SERVICE	OFFICE OPERATIONS	87.32
	ALEXANDER PRINTING		POLICE PATROL	611.98
	ALEXANDER PRINTING		COMMUNITY SERVICES UNIT	719.79
156791	ALLIANT INSURANCE	INSURANCE	RISK MANAGEMENT	307,814.25
156792	AMAZON CAPITAL	CREDIT FOR INV. 143Y-D73G-3L4W	POLICE PATROL	-1,407.99
	AMAZON CAPITAL	CREDIT FOR INV. 1TJR-CLCM-JGJ9	POLICE INVESTIGATION	-124.62
	AMAZON CAPITAL	SUMMER MOVIE - ENCANTO	RECREATION SERVICES	15.31
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	27.36
	AMAZON CAPITAL	OFFICE SUPPLIES	UTIL ADMIN	28.02
	AMAZON CAPITAL		ENGR-GENL	28.03
	AMAZON CAPITAL	ELECTRIC STAPLER	FINANCE-GENL	29.53
	AMAZON CAPITAL	WELLNESS PRIZES	MEDICAL CLAIMS	43.72
	AMAZON CAPITAL	FOLDERS, PENS, MOUSE	CITY CLERK	43.73
	AMAZON CAPITAL	BBQ CLEANER	PARK & RECREATION FAC	48.90
	AMAZON CAPITAL	OFFICE SUPPLIES	COMPUTER SERVICES	62.84
	AMAZON CAPITAL		EQUIPMENT RENTAL	63.44
	AMAZON CAPITAL	SWIFFER MOP REFILLS/HEADSET	CITY CLERK	63.67
	AMAZON CAPITAL	MOUSE, TAPE DISPENSER, SCISSORS	FINANCE-GENL	65.63
	AMAZON CAPITAL	CHILDREN'S CHEF APRONS	RECREATION SERVICES	82.86
	AMAZON CAPITAL	CHAIN LINK SIGN MOUNTING	PARK & RECREATION FAC	98.41
	AMAZON CAPITAL	FOLDERS, PENS, MOUSE	FINANCE-GENL	101.46
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	102.36
	AMAZON CAPITAL	PRINTER CARTRIDGES	EXECUTIVE ADMIN	109.16
	AMAZON CAPITAL	SUPPLIES	OFFICE OPERATIONS	117.51
	AMAZON CAPITAL	MOUSE, TAPE DISPENSER, SCISSORS	CITY CLERK	126.05
	AMAZON CAPITAL	ADAPTERS/PRIVACY SCREENS	LEGAL - PROSECUTION	131.24
	AMAZON CAPITAL	FLOOR MATS	POLICE ADMINISTRATION	132.73
	AMAZON CAPITAL	BASKETBALLS FOR SUMMER CAMP	RECREATION SERVICES	175.14
	AMAZON CAPITAL	ANTENNAS AND CABLES	EXECUTIVE ADMIN	176.44
	AMAZON CAPITAL	WELLNESS PRIZES	MEDICAL CLAIMS	177.78
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	180.72
	AMAZON CAPITAL	SOCCER BALLS FOR SUMMER CAMP	RECREATION SERVICES	216.44
	AMAZON CAPITAL	NEO MARKERS FOR TRAFFIC	POLICE PATROL	263.55
	AMAZON CAPITAL	SUPPLIES	OFFICE OPERATIONS	276.42
	AMAZON CAPITAL		POLICE INVESTIGATION	330.05
	AMAZON CAPITAL	IPADS	POLICE PATROL	1,900.23
156793	AMERICAN CLEANERS	DRY CLEANING	DETENTION & CORRECTION	4.32
	AMERICAN CLEANERS		COMMUNITY SERVICES UNIT	9.30
	AMERICAN CLEANERS		DETENTION & CORRECTION	11.97
	AMERICAN CLEANERS		DETENTION & CORRECTION	16.30
	AMERICAN CLEANERS		POLICE INVESTIGATION	17.27
	AMERICAN CLEANERS		POLICE ADMINISTRATION	17.28
	AMERICAN CLEANERS		OFFICE OPERATIONS	17.29
	AMERICAN CLEANERS		POLICE ADMINISTRATION	17.29
	AMERICAN CLEANERS		POLICE INVESTIGATION	23.52
	AMERICAN CLEANERS		POLICE ADMINISTRATION	38.85
	AMERICAN CLEANERS		DETENTION & CORRECTION	55.74
	AMERICAN CLEANERS		POLICE PATROL	104.69
	AMERICAN CLEANERS		POLICE PATROL	149.18

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156793	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	266.43
	AMERICAN CLEANERS		POLICE PATROL	428.46
156794	AMERICAN SAFETY & HE	CPR CERTIFICATION CARDS	EXECUTIVE ADMIN	277.60
156795	ANDES LAND SURVEY	COMPUTE PROPERTY/RIGHT-OF-WAY	GMA - STREET	1,200.00
156796	AQUATIC INFORMATICS	BACKFLOW PREVENTION SOFTWARE	WATER/SEWER OPERATION	-65.80
	AQUATIC INFORMATICS		WATER CROSS CNTL	765.80
156797	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	72.61
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	147.53
156798	ARROWHEAD SCIENTIFIC	EVIDENCE DRYING CABINET	CITY FACILITIES	-1,235.19
	ARROWHEAD SCIENTIFIC		CAPITAL EXPENDITURES	14,375.54
156799	ASTOUND BUSINESS	I-NET SERVICES	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS	OPERA HOUSE FIBER IRU	CENTRAL SERVICES	111.40
	ASTOUND BUSINESS	I-NET SERVICES	CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	1,438.20
156800	BANK OF AMERICA	WELLNESS SUPPLIES	MEDICAL CLAIMS	49.81
156801	BANK OF AMERICA	THANK YOU CARDS	RECREATION SERVICES	144.94
156802	BANK OF AMERICA	EMPLOYEE APPRECIATION	POLICE PATROL	222.96
156803	BANK OF AMERICA	ADVERTISING	OPERA HOUSE	90.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	350.00
156804	BANK OF AMERICA	POSTAGE, TRAINING	COMMUNITY	136.74
	BANK OF AMERICA		COMMUNITY	995.00
156805	BANK OF AMERICA	ARMORY SUPPLIES/INT'L FEE	POLICE TRAINING-FIREARMS	1.73
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,523.86
156806	BANK OF AMERICA	SUPPLIES	POLICE PATROL	250.29
	BANK OF AMERICA		POLICE PATROL	1,636.13
156807	BANK OF AMERICA	TRAINING	POLICE TRAINING-FIREARMS	2,265.00
156808	BANK OF AMERICA	MEALS/SUPPLIES	POLICE ADMINISTRATION	225.19
	BANK OF AMERICA		POLICE PATROL	228.73
	BANK OF AMERICA		POLICE PATROL	1,893.83
156809	BATTUELLO, TERRIE	IEDC MEMBER DUES/EVENT	EXECUTIVE ADMIN	49.69
	BATTUELLO, TERRIE		PLANNING & COMMUNITY DEV	1,014.40
156810	BEITZ, JOHN N	UB REFUND	WATER/SEWER OPERATION	44.50
156811	BEKINS NORTHWEST	MOVING SERVICE	CAPITAL EXPENDITURES	11,053.10
156812	BILLING DOCUMENT SPE	PRINTING SERVICE 7/1 TO 7/8/22	UTILITY BILLING	2,451.79
156813	BJS TOOLS LLC	PIN STRIPE ERASER WHEELS	EQUIPMENT RENTAL	870.00
	BJS TOOLS LLC	SMALL TOOLS FOR SHOP	EQUIPMENT RENTAL	3,724.44
156814	BLASENGAME, LINDA	UB REFUND	WATER/SEWER OPERATION	26.60
156815	BLASENGAME, LINDA		GARBAGE	86.46
156816	BOERSMA, REILEAH	REFUND BUSINESS LICENSE FEE	GENL FUND BUS LIC &	65.00
156817	BUJELL, JOHN	DRIVER LICENSE RENEWAL W/CDL	WASTE WATER TREATMENT	136.00
156818	BURDICK, DAVID	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
156819	CARSON-BLAKESLEY, VET	INSTRUCTOR SERVICE	RECREATION SERVICES	403.20
156820	CASCADE COLUMBIA	PAX XL-8	WASTE WATER TREATMENT	4,322.98
	CASCADE COLUMBIA	PAX-XL-8	WASTE WATER TREATMENT	15,392.49
	CASCADE COLUMBIA		WASTE WATER TREATMENT	15,522.61
	CASCADE COLUMBIA		WASTE WATER TREATMENT	15,659.58
	CASCADE COLUMBIA		WASTE WATER TREATMENT	15,844.49
	CASCADE COLUMBIA	PAX XL-8	WASTE WATER TREATMENT	15,906.13
	CASCADE COLUMBIA	PAX XL-8	WASTE WATER TREATMENT	16,084.18
	CASCADE COLUMBIA	PAX-XL-8	WASTE WATER TREATMENT	16,100.64
156821	CASCADE DOOR	DOOR HARDWARE FOR CIVIC CENTER	CAPITAL EXPENDITURES	5,513.76
156822	CENTRAL WELDING SUPPLY	CARBON DIOXIDE	WATER/SEWER OPERATION	86.05
156823	CHAMBERLIN, ALEXANDRA	NAPKINS, TABLE COVERS, TAPE	MEDICAL CLAIMS	94.93
156824	CNR, INC.	VOICEMAIL LICENSES	COMPUTER SERVICES	262.56
	CNR, INC.	MITEL PHONE W/HEADSET	IS REPLACEMENT ACCOUNTS	632.12

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/20/2022 TO 7/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156857	HD FOWLER COMPANY	METER BOXES - STOCK	WATER SERVICES	2,479.85
156858	HERC RENTALS INC	PUMP/GENERATOR RENTAL	SOURCE OF SUPPLY	3,103.78
156859	HOMAGE SENIOR	CDBG	COMMUNITY	3,881.11
	HOMAGE SENIOR	CDBG MEALS ON WHEELS	COMMUNITY	4,317.00
156860	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	68.83
	HOME DEPOT USA		CUSTODIAL SERVICES	169.68
	HOME DEPOT USA		CUSTODIAL SERVICES	326.80
156861	HON COMPANY	OFFICE FURNITURE	CAPITAL EXPENDITURES	56,424.21
156862	IAPMO	MEMBERSHIP DUES - SNOOK	COMMUNITY	325.00
156863	ICONIX WATERWORKS	METER BOXES/LIDS	WATER SERVICE INSTALL	1,133.22
156864	JOHNSON, AARON	INSTRUCTOR SERVICE	RECREATION SERVICES	360.00
156865	JONES, JENNIFER	REFUND THEATER CLASS	PARKS-RECREATION	50.00
156866	JULZ ANIMAL HOUZ	SUPPLIES	K9 PROGRAM	7.77
156867	KAISER PERMANENTE	CDL PHYSICAL	UTIL ADMIN	125.00
	KAISER PERMANENTE		GENERAL	125.00
	KAISER PERMANENTE		PARK & RECREATION FAC	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
	KAISER PERMANENTE		PARK & RECREATION FAC	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,016.00
156868	LAMOUREUX, ROBERT	AXON ACCELERATE CONFERENCE	POLICE ADMINISTRATION	244.50
156869	LASTING IMPRESSIONS	30 YR REPLACEMENT JACKET-LAFAVE	PERSONNEL ADMINISTRATION	71.95
	LASTING IMPRESSIONS	TABLE RUNNERS	POLICE ADMINISTRATION	76.22
	LASTING IMPRESSIONS	SHIRTS FOR TRACK AND FIELD CAMP	RECREATION SERVICES	639.18
156870	LEIRA	DUES FOR LEIRA - SOLOMON-KATZER	OFFICE OPERATIONS	50.00
156871	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	42.64
156872	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	567.64
156873	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	574.64
156874	LES SCHWAB TIRE CTR	STEERING WHEEL ALIGNMENT #P149	EQUIPMENT RENTAL	142.21
	LES SCHWAB TIRE CTR	REPLACED AXLE TIRE #J031	EQUIPMENT RENTAL	1,198.90
	LES SCHWAB TIRE CTR	TRACTION CAP AXLE TIRE - INVENTORY	ER&R	1,211.06
156875	LESTER, TERI	WELLNESS EVENT SUPPLIES	MEDICAL CLAIMS	333.01
156876	LINDENMUTH, SCOTT	SUMMER CONCERT	RECREATION SERVICES	650.00
156877	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	85.33
	LOOMIS		UTIL ADMIN	85.33
	LOOMIS		UTILITY BILLING	170.65
	LOOMIS		GOLF ADMINISTRATION	227.54
	LOOMIS		MUNICIPAL COURTS	236.23
	LOOMIS		POLICE ADMINISTRATION	288.77
156878	LOWES HIW INC	REPAIR SUPPLIES	WATER SERVICES	123.60
	LOWES HIW INC	DEWALT 20V PEX EXPANSION	WATER SERVICES	435.07
156879	LUSTER, SEAN	SUMMER CONCERT	RECREATION SERVICES	650.00
156880	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	490.16
156881	LYONS, BRENT	UB REFUND	GARBAGE	160.50
156882	MAGNUM CONSTRUCTION	DISMANTLE SCAFFOLD	CAPITAL EXPENDITURES	2,184.00
	MAGNUM CONSTRUCTION	INSTALL SCAFFOLD IN STAIRWELL	CAPITAL EXPENDITURES	8,736.00
156883	MARYSVILLE, CITY OF	UTILITY SERVICE	GOLF ADMINISTRATION	222.44
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	420.31
	MARYSVILLE, CITY OF		CITY HALL	650.30
	MARYSVILLE, CITY OF		CITY HALL	1,000.18
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	1,092.41
156884	MC CLURE & SONS INC	PAY ESTIMATE #3	SURFACE WATER CAPITAL	702,129.87
156885	MCLOUGHLIN & EARDLEY	LED LIGHTS - INVENTORY	ER&R	875.70
156886	MCMaster-CARR	PLUMBING REPAIR PARTS	WASTE WATER TREATMENT	111.72
156887	MERCADER, JEORGIA &	UB REFUND	GARBAGE	85.00
156888	MORRIS TECH INC.	SURGE PROTECTION	WATER FILTRATION PLANT	5,440.46
	MORRIS TECH INC.		WATER RESERVOIRS	6,321.13

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/20/2022 TO 7/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156888	MORRIS TECH INC.	SURGE PROTECTION	PUMPING PLANT	6,440.38
	MORRIS TECH INC.		SOURCE OF SUPPLY	8,979.55
156889	MOTOR TRUCKS	FUEL FILTER - INVENTORY	ER&R	213.29
156890	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	33.63
	MOUNTAIN MIST		WASTE WATER TREATMENT	33.64
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	33.64
156891	MSAB INCORPORATED	INVESTIGATIVE TOOL	POLICE INVESTIGATION	3,735.00
156892	NAPA AUTO PARTS	VACUUM RESERVOIR TANK	EQUIPMENT RENTAL	14.44
	NAPA AUTO PARTS	SHOP SUPPLIES	SMALL ENGINE SHOP	156.73
	NAPA AUTO PARTS	BRAKE PAD/ROTOR #103	EQUIPMENT RENTAL	194.79
	NAPA AUTO PARTS	FILTERS, MUD FLAPS - INVENTORY	ER&R	348.57
	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	828.16
156893	NELSON PETROLEUM	GAS CAN, GAS - SHOP SUPPLIES	EQUIPMENT RENTAL	42.47
	NELSON PETROLEUM	MOBILE GREASE TUBES - INVENTORY	ER&R	389.83
	NELSON PETROLEUM	POWERTRAIN FLUID - INVENTORY	ER&R	931.86
156894	NORTH COUNTY OUTLOOK	ADVERTISING	OPERA HOUSE	200.00
	NORTH COUNTY OUTLOOK		OPERA HOUSE	200.00
156895	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	3,675.84
156896	NORTHWESTERN AUTO	REPAIRS TO #V021	EQUIPMENT RENTAL	818.96
156897	ODP BUSINESS SOLUTION	POST-IT NOTES	POLICE PATROL	52.49
	ODP BUSINESS SOLUTION	PAPER	POLICE PATROL	68.86
	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	POLICE PATROL	76.11
	ODP BUSINESS SOLUTION	OFFICE/KITCHEN SUPPLIES	ENGR-GENL	79.04
	ODP BUSINESS SOLUTION		UTIL ADMIN	79.05
	ODP BUSINESS SOLUTION	PAPER, BINDERS, MARKERS, PENS	EXECUTIVE ADMIN	133.04
	ODP BUSINESS SOLUTION	FLOOR MATS	COMMUNITY SERVICES UNIT	141.96
	ODP BUSINESS SOLUTION	SUPPLIES	POLICE INVESTIGATION	244.97
	ODP BUSINESS SOLUTION	PAPER, PENS, MARKERS, ENVELOPES	POLICE PATROL	639.95
156898	OLASON, MONICA	INSTRUCTOR SERVICE	RECREATION SERVICES	285.00
156899	OREILLY AUTO PARTS	INVOICE CREDIT ON #2843-399693	EQUIPMENT RENTAL	-39.38
	OREILLY AUTO PARTS	EXTERIOR DOOR HANDLE #809	EQUIPMENT RENTAL	16.64
	OREILLY AUTO PARTS	PURGE SOLENOID #809	EQUIPMENT RENTAL	51.13
	OREILLY AUTO PARTS	BRAKE CALIPER ASSEMBLY #103	EQUIPMENT RENTAL	97.02
156900	ORRISS, FAITH	REFUND DANCE CAMP	PARKS-RECREATION	72.00
	ORRISS, FAITH		PARKS-RECREATION	72.00
156901	OVERTON SAFETY TRAIN	SERVICE TRUCK TRAINING	UTIL ADMIN	229.55
	OVERTON SAFETY TRAIN		TRANSPORTATION	229.55
	OVERTON SAFETY TRAIN		UTIL ADMIN	459.09
	OVERTON SAFETY TRAIN		UTIL ADMIN	688.63
	OVERTON SAFETY TRAIN		EQUIPMENT RENTAL	688.64
	OVERTON SAFETY TRAIN		UTIL ADMIN	1,377.27
	OVERTON SAFETY TRAIN		UTIL ADMIN	1,377.27
	OVERTON SAFETY TRAIN	BOOM TRUCK TRAINING	UTIL ADMIN	4,800.00
156902	OWEN EQUIPMENT	SONETIC HEADSET REPAIR	ROADWAY MAINTENANCE	1,849.02
156903	PALITZ, JUSTIN	CEU/TRAINING	WATER RESERVOIRS	82.95
	PALITZ, JUSTIN	WTPO 1 EXAMINATION FEE	WATER FILTRATION PLANT	104.00
156904	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	65.29
	PETROCARD SYSTEMS		ENGR-GENL	72.80
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	173.71
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	336.65
	PETROCARD SYSTEMS		COMMUNITY	338.13
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	442.96
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,057.45
	PETROCARD SYSTEMS		GENERAL	5,449.40
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,826.27
	PETROCARD SYSTEMS		POLICE PATROL	11,618.27
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	14,838.88
156905	PETTY CASH- POLICE	SUPPLIES	POLICE INVESTIGATION	17.49

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/20/2022 TO 7/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156906	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT GOLF	PRO-SHOP	12,842.94
	PGC INTERBAY LLC		MAINTENANCE	15,403.90
156907	PH CONSULTING LLC	BILLING THROUGH 6/30/22	GMA - STREET	14,068.75
156908	PLATT ELECTRIC	PARTS FOR LIFT STATION	SEWER LIFT STATION	70.65
	PLATT ELECTRIC	REPLACEMENT LIGHTS	SOURCE OF SUPPLY	202.67
	PLATT ELECTRIC	PARTS FOR LIFT STATION	SEWER LIFT STATION	218.18
	PLATT ELECTRIC	REPLACEMENT LIGHTS	SOURCE OF SUPPLY	355.09
	PLATT ELECTRIC	LED TUBE LIGHT	UTIL ADMIN	369.90
	PLATT ELECTRIC	LIGHT HEAT TAPE	WASTE WATER TREATMENT	548.12
156909	PR DIAMOND PRODUCTS	JACK HAMMER	WATER/SEWER OPERATION	-515.78
	PR DIAMOND PRODUCTS	PLATE COMPACTOR	WATER/SEWER OPERATION	-202.86
	PR DIAMOND PRODUCTS		WATER DIST MAINS	1,180.43
	PR DIAMOND PRODUCTS		WATER SERVICES	1,180.43
	PR DIAMOND PRODUCTS	JACK HAMMER	WATER DIST MAINS	6,002.78
156910	PRICE, TOVE	REFUND ULTIMATE SPORTS	PARKS-RECREATION	95.00
	PRICE, TOVE	REFUND DAY CAMP	PARKS-RECREATION	150.00
156911	PROFORCE LAW ENFORC	MAGAZINES	POLICE TRAINING-FIREARMS	3,575.19
	PROFORCE LAW ENFORC	HANDGUNS	POLICE PATROL	8,083.79
156912	PUD	ACCT #201142098	PARK & RECREATION FAC	8.40
	PUD	ACCT #201346665	SEWER LIFT STATION	22.79
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	22.79
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	22.79
	PUD	ACCT #202461026	MAINT OF GENL PLANT	23.52
	PUD	ACCT #205195373	PARK & RECREATION FAC	24.26
	PUD	ACCT #205481823	GOLF ADMINISTRATION	24.26
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	24.99
	PUD	ACCT #200973956	SEWER LIFT STATION	25.64
	PUD	ACCT #202011813	PUMPING PLANT	32.90
	PUD	ACCT #200501617	TRANSPORTATION	33.96
	PUD	ACCT #200061463	PARK & RECREATION FAC	35.10
	PUD	ACCT #204829691	STREET LIGHTING	39.80
	PUD	ACCT #201142155	TRANSPORTATION	40.55
	PUD	ACCT #200660439	STREET LIGHTING	45.02
	PUD	ACCT #200448801	TRANSPORTATION	48.97
	PUD	ACCT #202294245	SEWER LIFT STATION	51.28
	PUD	ACCT #203500020	STREET LIGHTING	53.54
	PUD	ACCT #222664310	TRANSPORTATION	58.33
	PUD	ACCT #221610405	STREET LIGHTING	60.87
	PUD	ACCT #201628880	WASTE WATER TREATMENT	65.57
	PUD	ACCT #203996343	STREET LIGHTING	68.67
	PUD	ACCT #202303301	SEWER LIFT STATION	70.70
	PUD	ACCT #222664740	TRANSPORTATION	71.22
	PUD	ACCT #221115934	MAINT OF GENL PLANT	96.52
	PUD	ACCT #220681340	STORM DRAINAGE	98.60
	PUD	ACCT #222663973	TRANSPORTATION	99.45
	PUD	ACCT #203291216	GENERAL	103.96
	PUD	ACCT #201909637	SEWER LIFT STATION	127.53
	PUD	ACCT #220020531	STREET LIGHTING	192.91
	PUD	ACCT #201675634	WASTE WATER TREATMENT	472.84
	PUD	ACCT #202177333	MAINT OF GENL PLANT	799.72
	PUD	ACCT #201587284	WASTE WATER TREATMENT	856.68
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,075.71
	PUD	ACCT #201617479	CITY HALL	1,288.94
	PUD	ACCT #200021871	COURT FACILITIES	1,296.47
156913	R TRANSPORT, INC.	STREET SWEEPING	STORM DRAINAGE	1,516.25
156914	RAINIER ENVIRONMENT	CERIODAPHNIA ACUTE TEST	WASTE WATER TREATMENT	650.00
156915	RAVE WIRELESS INC	RAVE SPANISH SMS OPT-IN	EXECUTIVE ADMIN	2,598.26
156916	REGIONAL DISPOSAL	STREET SWEEPING DISPOSAL	STORM DRAINAGE	12,924.51

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/20/2022 TO 7/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156917	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	22,518.27
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	29,063.59
156918	SAFeway INC.	PW COMMITTEE MEETING SUPPLIES	UTIL ADMIN	11.48
156919	SAFeway INC.	INMATE MEDS	POLICE ADMINISTRATION	98.71
	SAFeway INC.		DETENTION & CORRECTION	213.71
156920	SCOLL, EDWARD & LOUR	UB REFUND	WATER/SEWER OPERATION	320.66
156921	SEATTLE PUMP & EQUIP	INLET FILTER W-GH FITTING	SMALL ENGINE SHOP	95.34
156922	SIMPSON, ELLIOT	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	250.00
156923	SISKUN POWER EQUIPMENT	BACKPACK SPRAYER, DEFLECTOR SCREEN	PARK & RECREATION FAC	309.38
156924	SIX ROBBLEES INC	NON-CHLOR BRAKE CLEAN-INVENTORY	ER&R	200.85
156925	SMARSH INC	TEXT MESSAGE ARCHIVING	MUNICIPAL COURTS	7.10
	SMARSH INC		COMMUNITY	7.10
	SMARSH INC		CRIME PREVENTION	7.10
	SMARSH INC		COMMUNITY SERVICES UNIT	7.10
	SMARSH INC		PROPERTY TASK FORCE	7.10
	SMARSH INC		RECREATION SERVICES	7.10
	SMARSH INC		PARK & RECREATION FAC	7.10
	SMARSH INC		LEGAL-GENL	7.10
	SMARSH INC		GENERAL	7.10
	SMARSH INC		SEWER MAIN COLLECTION	7.10
	SMARSH INC		EQUIPMENT RENTAL	7.10
	SMARSH INC		FACILITY MAINTENANCE	7.10
	SMARSH INC		CUSTODIAL SERVICES	7.10
	SMARSH INC		YOUTH SERVICES	14.20
	SMARSH INC		WATER QUAL TREATMENT	14.20
	SMARSH INC		COMPUTER SERVICES	18.57
	SMARSH INC		FINANCE-GENL	21.30
	SMARSH INC		PERSONNEL ADMINISTRATION	21.30
	SMARSH INC		SOLID WASTE CUSTOMER	21.30
	SMARSH INC		OFFICE OPERATIONS	28.40
	SMARSH INC		COMMUNITY	35.50
	SMARSH INC		COMMUNITY SERVICES UNIT	35.50
	SMARSH INC		GENERAL	35.50
	SMARSH INC		LEGAL - PROSECUTION	42.60
	SMARSH INC		STORM DRAINAGE	42.60
	SMARSH INC		EXECUTIVE ADMIN	63.90
	SMARSH INC		POLICE INVESTIGATION	71.00
	SMARSH INC		DETENTION & CORRECTION	71.00
	SMARSH INC		WASTE WATER TREATMENT	78.10
	SMARSH INC		UTIL ADMIN	92.30
	SMARSH INC		POLICE ADMINISTRATION	120.70
	SMARSH INC		ENGR-GENL	163.30
	SMARSH INC		POLICE PATROL	355.00
156926	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES JUNE 2022	ROADSIDE VEGETATION	66.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	239,383.00
156927	SNO HEALTH DISTRICT	NNO FOOD PERMIT	POLICE ADMINISTRATION	120.00
156928	SNOHOMISH CO 911	MEMBER ASSESSMENTS	COMMUNICATION CENTER	91,372.54
156929	SOLID WASTE SYSTEMS	REPAIRS TO #J065	EQUIPMENT RENTAL	20,207.35
156930	SOUND PUBLISHING	ORDINANCE 3221	CITY CLERK	34.52
156931	SOUND PUBLISHING	ORDINANCE 3218	CITY CLERK	43.12
156932	SOUND PUBLISHING	NOTICE OF VACANCY	CITY CLERK	48.28
156933	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	205.04
156934	SOUND SAFETY	UNIFORM - PHIPPS	SOLID WASTE OPERATIONS	295.62
	SOUND SAFETY	UNIFORM - TINSLEY	SOLID WASTE OPERATIONS	360.17
156935	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	20.77
	SPRINGBROOK NURSERY	WOOD DEBRIS DUMP FEE	STORM DRAINAGE	48.00
156936	SRV CONSTRUCTION	RELEASE RETAINAGE	UTILITY CONSTRUCTION	2,892.57
156937	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	94.69

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/20/2022 TO 7/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156938	STERICYCLE, INC.	SHREDDING	POLICE PATROL	4.56
	STERICYCLE, INC.	MONTHLY SHREDDING SERVICE	EXECUTIVE ADMIN	11.19
	STERICYCLE, INC.		LEGAL - PROSECUTION	11.20
156939	STETNER ELECTRIC	PAY ESTIMATE/RETAINAGE #1	CITY FACILITIES	-3,161.68
	STETNER ELECTRIC		CAPITAL EXPENDITURES	34,588.72
156940	SUPERIOR PRINTING	DEPOSIT BAGS	GENERAL FUND	-17.82
	SUPERIOR PRINTING		FINANCE-GENL	207.34
156941	SUPERIOR RESTROOMS	PORTABLE RESTROOM CLEANING	WATER RESERVOIRS	284.38
156942	SYSTEMS FOR PUBLIC	DOOR POPPERS	K9 PROGRAM	416.76
	SYSTEMS FOR PUBLIC		K9 PROGRAM	4,543.58
156943	TACOMA SCREW PRODUCT	BOLTS, NUTS, SCREWS, WASHERS	EQUIPMENT RENTAL	60.68
156944	TARGETSOLUTIONS	SAFETY DATA SHEETS MODULE	PERSONNEL ADMINISTRATION	14.17
	TARGETSOLUTIONS		TRANSPORTATION	17.71
	TARGETSOLUTIONS		FINANCE-GENL	21.25
	TARGETSOLUTIONS		UTILITY BILLING	21.25
	TARGETSOLUTIONS		COMPUTER SERVICES	21.25
	TARGETSOLUTIONS		PARK & RECREATION FAC	21.25
	TARGETSOLUTIONS		UTIL ADMIN	21.25
	TARGETSOLUTIONS		EXECUTIVE ADMIN	24.79
	TARGETSOLUTIONS		LEGAL-GENL	24.79
	TARGETSOLUTIONS		RECREATION SERVICES	24.79
	TARGETSOLUTIONS		EQUIPMENT RENTAL	28.33
	TARGETSOLUTIONS		MUNICIPAL COURTS	31.87
	TARGETSOLUTIONS		SOLID WASTE OPERATIONS	31.87
	TARGETSOLUTIONS		STORM DRAINAGE	35.45
	TARGETSOLUTIONS		GENERAL	56.67
	TARGETSOLUTIONS		MAINT OF GENL PLANT	56.67
	TARGETSOLUTIONS		ENGR-GENL	60.21
	TARGETSOLUTIONS		WASTE WATER TREATMENT	60.21
	TARGETSOLUTIONS		COMMUNITY	63.75
	TARGETSOLUTIONS		POLICE TRAINING-FIREARMS	347.07
156945	TEDDER INDUSTRIES	HOLSTERS	GENERAL FUND	-103.34
	TEDDER INDUSTRIES		POLICE PATROL	1,202.73
156946	THADEN, RICHARD	UB REFUND	WATER/SEWER OPERATION	386.76
156947	THOMAS, STEPHANIE		WATER/SEWER OPERATION	123.05
156948	TIBULE, MELODY	REFUND WEDDING PERMIT	GENERAL FUND	500.00
156949	TRANSPORTATION, DEPT	TRAVEL	POLICE PATROL	3.25
156950	TRUE NORTH EQUIPMENT	TIMER DELAY HARNESS	ER&R	466.02
156951	TULALIP CHAMBER	TOURISM GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	4,000.00
156952	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	294.17
156953	UNITED PARCEL SERVICE	SHIPPING	POLICE PATROL	58.00
156954	USA BLUEBOOK	CHLORINE SWIFTEST	WATER QUAL TREATMENT	189.16
	USA BLUEBOOK	UV PARTS	PUMPING PLANT	523.70
	USA BLUEBOOK		PUMPING PLANT	605.29
	USA BLUEBOOK	PH POUCHES/CHLORINE SWIFTEST	WATER QUAL TREATMENT	798.36
156955	VERIZON	WIRELESS SERVICE	SEWER MAIN COLLECTION	26.50
	VERIZON		PURCHASING/CENTRAL	26.50
	VERIZON		YOUTH SERVICES	41.95
	VERIZON		CRIME PREVENTION	41.95
	VERIZON		PROPERTY TASK FORCE	41.95
	VERIZON		FACILITY MAINTENANCE	41.95
	VERIZON		PERSONNEL ADMINISTRATION	125.85
	VERIZON		UTILITY BILLING	134.96
	VERIZON		EQUIPMENT RENTAL	136.90
	VERIZON		FINANCE-GENL	140.75
	VERIZON		CUSTODIAL SERVICES	148.03
	VERIZON		WATER QUAL TREATMENT	150.41
	VERIZON		SEWER LIFT STATION	200.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/20/2022 TO 7/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156955	VERIZON	WIRELESS SERVICE	TRANSPORTATION	200.15
	VERIZON		OFFICE OPERATIONS	212.94
	VERIZON		LEGAL-GENL	219.64
	VERIZON		PARK & RECREATION FAC	253.95
	VERIZON		COMMUNITY SERVICES UNIT	254.76
	VERIZON		LEGAL - PROSECUTION	261.70
	VERIZON		RECREATION SERVICES	282.91
	VERIZON		MUNICIPAL COURTS	289.77
	VERIZON		EXECUTIVE ADMIN	383.07
	VERIZON		SOLID WASTE CUSTOMER	395.85
	VERIZON		POLICE INVESTIGATION	445.75
	VERIZON		WATER SUPPLY MAINS	450.85
	VERIZON		DETENTION & CORRECTION	459.51
	VERIZON		COMMUNITY	494.40
	VERIZON		WASTE WATER TREATMENT	640.02
	VERIZON		STORM DRAINAGE	659.87
	VERIZON		COMPUTER SERVICES	690.32
	VERIZON		POLICE ADMINISTRATION	735.77
	VERIZON		GENERAL	990.29
	VERIZON		ENGR-GENL	1,578.63
	VERIZON		UTIL ADMIN	1,887.44
	VERIZON		POLICE PATROL	2,256.40
156956	WASTE MANAGEMENT	YARD/RECYCLING SERVICE	RECYCLING OPERATION	474,867.01
	WASTE MANAGEMENT	YARD/RECYCLING SERVICE	RECYCLING OPERATION	482,830.60
156957	WEDA	MEMBERSHIP DUES	PLANNING & COMMUNITY DEV	400.00
156958	WELSH COMMISSIONING	AUDIT CONTRACTOR CHECKLIST	CAPITAL EXPENDITURES	735.75
	WELSH COMMISSIONING	MEETINGS	CAPITAL EXPENDITURES	1,438.00
156959	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	385.64
156960	WESTERN FACILITIES	NEUTRAL PH	DETENTION & CORRECTION	191.38
156961	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	292.50
156962	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE JULY 2022	UTIL ADMIN	142.22
156963	YAKIMA COUNTY DOC	YAKIMA HOUSING JUNE 2022	DETENTION & CORRECTION	5,253.00
156964	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.46
156965	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	57.69
156966	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	71.88
156967	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	36.64
	ZIPLY FIBER		RECREATION SERVICES	36.64
156968	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	65.77
	ZIPLY FIBER		COMMUNITY	65.77
156969	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	112.59
	ZIPLY FIBER		SUNNYSIDE FILTRATION	126.97
156970	ZIPLY FIBER	LOCAL AND LD LINES	CITY CLERK	9.22
	ZIPLY FIBER		CRIME PREVENTION	9.22
	ZIPLY FIBER		PROPERTY TASK FORCE	9.22
	ZIPLY FIBER		PURCHASING/CENTRAL	9.22
	ZIPLY FIBER		FACILITY MAINTENANCE	9.22
	ZIPLY FIBER		YOUTH SERVICES	18.45
	ZIPLY FIBER		WATER QUAL TREATMENT	18.45
	ZIPLY FIBER		SOLID WASTE CUSTOMER	18.45
	ZIPLY FIBER		LEGAL-GENL	27.67
	ZIPLY FIBER		STORM DRAINAGE	27.67
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	36.89
	ZIPLY FIBER		PARK & RECREATION FAC	36.89
	ZIPLY FIBER		LEGAL - PROSECUTION	46.12
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	46.12
	ZIPLY FIBER		GENERAL	46.12
	ZIPLY FIBER		EQUIPMENT RENTAL	55.34
	ZIPLY FIBER		RECREATION SERVICES	64.56

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/20/2022 TO 7/20/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156970	ZIPLY FIBER	LOCAL AND LD LINES	COMPUTER SERVICES	83.00
	ZIPLY FIBER		FINANCE-GENL	83.01
	ZIPLY FIBER		UTILITY BILLING	83.01
	ZIPLY FIBER		EXECUTIVE ADMIN	92.23
	ZIPLY FIBER		POLICE INVESTIGATION	92.23
	ZIPLY FIBER		MUNICIPAL COURTS	101.46
	ZIPLY FIBER		POLICE ADMINISTRATION	101.46
	ZIPLY FIBER		WASTE WATER TREATMENT	101.46
	ZIPLY FIBER		OFFICE OPERATIONS	110.68
	ZIPLY FIBER		UTIL ADMIN	147.57
	ZIPLY FIBER		COMMUNITY	156.80
	ZIPLY FIBER		DETENTION & CORRECTION	184.46
	ZIPLY FIBER		ENGR-GENL	230.58
	ZIPLY FIBER		POLICE PATROL	433.49
156971	ZUNIGA, OLIMPIA	UB REFUND	GARBAGE	381.34

WARRANT TOTAL: 4,750,419.57

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$4,750,419.57

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

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 July 25, 2022 payroll in the amount \$1,613,465.97, paid by EFT Transactions and Check No. 34072 through 34091.


COUNCIL ACTION:

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Contract Award - Marysville Community Center Remodel P2205	
PREPARED BY:	DIRECTOR APPROVAL:
Skip Knutsen, PW Services Manager	
DEPARTMENT:	
Parks	
ATTACHMENTS:	
Certified Bid Tabulation, Public Works Contract	
BUDGET CODE:	AMOUNT:
31000076.563000.P2205	\$261,671.81
SUMMARY:	
<p>The Marysville Community Center Remodel calls for a remodel conversion of the vacated Marysville Courthouse to a Community Recreation Center and Parks Personnel office space. The work to be performed under this contract includes demolition and construction within various areas of the facility, painting, upgrade to efficient interior and exterior lighting, installation of plumbing, electrical and flooring.</p> <p>Bids for the project were received on May 9, 2022. A total of three (3) bid proposals were received, with bids ranging from \$235,210.00 to \$340,728.49 including Washington State Sales Tax (WSST). By contrast, the Engineer's Estimate for the Project was \$251,620.00 including WSST.</p> <p>On July 13, 2022 and after Council Award of Contract to low bid, EmTech LLC, the contractor requested to withdraw their bid from consideration due to circumstances beyond control. As such, the 2nd low bid, with a bid \$2,673.46 over low bid, has accepted the project.</p> <p>Staff have checked the references listed for the apparent 2nd low responsive bidder, Wilder Custom Construction, received satisfactory comments, and thereby determined that Wilder Custom Construction is in fact a responsible bidder. Staff therefore recommends Award to the apparent 2nd low bidder, Wilder Custom Construction, in the amount of \$237,883.46 including WSST. Staff also recommends that Council authorize a 10% Management Reserve as noted below, which would allow the City to react quickly and decisively in managing unanticipated changes that may arise during construction.</p>	
Contract Bid (Includes 9.4% Sales Tax):	\$237,883.46
<u>Management Reserve:</u>	<u>\$23,788.35</u>
Total Allocation:	\$261,671.81
Total Projected Construction Cost to the City:	\$261,671.81
RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Marysville Community Center Remodel with Wilder Custom Construction in the amount of \$237,883.46, and approve a management reserve of 23,521.00, for a total allocation of \$261,671.81.	



Community Center Remodel Certified Bid Tab

5/10/2022

31000076.563000.P2205 COMMUNITY CENTER REMODEL

Apparent Low Bid

Schdule A		Engineer's Estimate				Emtech		Wilder Custom Construction		Nord Construction			
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	
1-04.4	1	MINOR CHANGES	EST	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
	2	PHASE 1 IMPROVEMENTS	LS	1.00	\$190,000.00	\$190,000.00	\$180,000.00	\$180,000.00	\$17,250.00	\$17,250.00	\$252,462.00	\$252,462.00	
	3	PHASE 2 IMPROVEMENTS	LS	1.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$190,193.75	\$190,193.75	\$48,990.00	\$48,990.00	
		Sales Tax @ 9.4%				\$21,620.00		\$20,210.00		\$20,439.71		\$29,276.49	
						\$251,620.00			\$235,210.00			\$237,883.46	\$340,728.49

**SMALL PUBLIC WORKS CONTRACT
WITH FACILITY CONSTRUCTION**

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and Wilder Custom Construction LLC, a a limited liability corporation, sole proprietorship], organized under the laws of the state of Washington, located and doing business at 13615 57th AVE NE Marysville, Washington 98271 (the “Contractor”).

WHEREAS, the City desires to redesignate the vacated Court House Facility. located at 1015 State Ave, Marysville, WA, as a multi-use Community Center and Parks and Recreation Administration Facility ; and

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

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

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

1. Scope of Work—the Project.

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

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than November 14, 2022.

3. Commencement of Work.

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

- a. The Contract has been signed and fully executed by the parties.

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

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

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed Two Hundred Thirty Seven Thousand Eight Hundred Eighty Three Dollars and Forty Six Cents (\$237,883.46) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

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

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

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or

unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

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

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

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

5. Time is of the Essence/Liquidated Damages.

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

6. Changes.

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

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

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

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

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

8. Termination of Contract.

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

Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

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

10. Prevailing Wages.

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

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

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

12. Indemnification and Hold Harmless.

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

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

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

_____ (City Initials) _____ (Contractor Initials)

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

13. Insurance.

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

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

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

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Builders Risk insurance covering the interests of the City, the Contractor, subcontractors, and sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until Final Acceptance of the Project unless otherwise approved by the City in writing.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

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

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

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

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

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

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk

insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to the Project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

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

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

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

14. Additional Responsibilities of the Contractor.

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

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

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

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The

Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

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

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

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

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

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

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

15. City Ownership of Work Products.

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

16. Assignment and Subcontractors.

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

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

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

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

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

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

17. Notices and Contract Representatives.

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

This Contract shall be administered for the City by the City's Contract Representative, Skip Knutsen, Public Works Services Manager, and shall be administered for the Contractor by the Contractor's Contract Representative, Leon St Onge, Wilder Custom Construction LLC. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City:	Skip Knutsen, Public Works Services Manager City of Marysville 80 Columbia Avenue Marysville, WA 98270
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To Contractor: Leon St Onge
 Wilder Custom Construction LLC
 13615 57th Ave NE
 Marysville, WA 98271

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

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

21. Survival.

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

22. Third Parties.

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

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

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

27. Counterparts.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____ (CONTRACTOR)

By: _____

(Name)

Its: _____

(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

ATTACHMENTS:

- Proposal of Contractor
- Technical Specifications

EXHIBIT A
Scope of Work and Contract Documents

Exhibit A – Scope of Work

Marysville Community Center Remodel

Provide for construction remodel of the Marysville Municipal Court located at 1015 State Avenue, Marysville, WA 98270. Project to be completed in two phases according to the Project Schedule; attached Exhibit B.

Work shall be performed Monday through Friday between the hours of 7:00 AM and 4:30 PM, excluding City-recognized Holidays. During project construction of Phase 1, the northwest portion of the building will be occupied by City personnel for City business.

The following scope of work is additionally referenced within the Proposed Community Center Layout.

Phase One

1.1 Reception Area

1. Frame and Finish Interior Wall
 - a. Insulation to be R15 Rockwall
 - b. Sheetrock texture to be light orange peel
 - c. Finished wall to include six (6) electrical outlets (3 per interior wall) complete with Cat 6 receptacle

1.2 Dance/Fitness Studio

1. Demolish existing office
2. Install City supplied flooring according to manufacture specification through entire area
3. Install 3M Privacy Matte (White Frost) to all exterior windows
4. Install Studio Dance Mirrors in conjunction with wall mounted studio dance barre
 - a. Studio dance mirrors to be 48' by a minimum 72" and a minimum thickness of 0.25"
 - b. Studio dance mirrors to be constructed of low-iron tempered glass
 - c. West wall installation (add specification as distance from north wall)
 - d. Dance barre to be installed at a height of 40"
 - e. Dance barre to be a Metro Double Wall Mount Barre and Bracket System
5. Remove and relocate door buzzer to south side of reception entry door
6. Modify all overhead lighting in Area 2 to that of LED lighting and fixtures
 - a. LED Lighting to include installation of wall mounted dimmer control

1.3 Public Restrooms

1. Install two (2) City provided wall mounted baby changing stations for men and women restrooms.

1.4 Baxter Senior Room

1. Install wall to wall upper and lower cabinetry along east wall
 - a. Cabinet configuration and design to be approved by City
 - b. Cabinet doors to include cam style lock or similar design
2. Install two (2) Kohler Sinks Undertone®23" x 17-1/2" x 11-5/8" under mount utility sink and Moen faucets
 - a. Faucets to be single hole kitchen faucet with sweep spray function
3. Install engineered stone counter top material 3 mm Caesar stone quartz polished
4. Install four (4) 2 gang outlets above lower cabinetry
5. Install required plumbing above suspended ceilings
6. Install four (4) gallon under sink hot water tank
 - a. To include under cabinet 110v outlet installation for power supply
7. Install sewer line from Area 4 through existing south wall to connect with manhole on State Street (east of building)
8. Relocate emergency light from East wall to North wall
9. Modify all overhead lighting in Area 2 to that of LED lighting and fixtures

1.5 Office Space, Parks Personnel

1. Demolish 2 existing interior walls
 - a. May retain and repurpose electrical fixtures for use in Area 5b

1.5b Partition Wall

1. Frame new interior wall adjacent to existing wall to provide for sound proofing
2. Frame and finish new interior wall and ceiling with 3 ½ R -15 Rockwall for sound proofing
3. Ensure new construction includes electrical outlets and CAT 6 connections to match existing wall

1.6 Community Classroom

1. Install carpet tiles as required. City to provide materials.

1.7 Kitchen

1. Reframe existing cabinetry
2. Install City provided appliances, to include
 - a. Installation of 220 amp outlet for stove appliance
 - b. Installation of ventilation for stove appliance
 - c. Installation of plumbing/ventilation for washer, dryer and dishwasher

1.8 Community Lounge

1. Demolition of existing partition wall and doorway (kitchen south/east section)
2. Demolition of existing flooring
3. Install full length engineered stone counter top material 3 mm Caesar stone quartz polished
4. Install carpet modular 24 x 24 tiles throughout entire room
 - a. Carpet tile material and design to be approved by City
5. Install three (3) electrical outlets above countertop on west wall

1.9 Exterior Lighting

1. Replace building exterior lighting to LED, match existing fixtures
2. Install tie off system to roof
 - a. Installed system to be OSHA compliant

1.10 Underground Power

1. Install new underground power from building to Christmas tree location on State Avenue

1.11 Facility Garage

1. Pressure wash and painting of 6 roll up doors
 - a. City to provide paint specifications

Phase 2**2.1 Office Space, Parks Personnel**

1. Frame new interior wall adjacent to existing wall to provide for sound proofing
 - a. Ceiling sound barrier
2. Frame and finish new interior wall and ceiling with 3 ½ R -15 Rockwall for sound proofing
3. Ensure new construction includes electrical outlets and CAT 6 connections to match existing wall

2.2 Office Space, Parks Personnel

1. Frame new interior wall adjacent to existing wall to provide for sound proofing
 - a. Ceiling sound barrier
2. Frame and finish new interior wall and ceiling with 3 ½ R -15 Rockwall for sound proofing
3. Ensure new construction includes electrical outlets and CAT 6 connections to match existing wall

2.3 Office Space, Parks Personnel

1. Frame new interior wall adjacent to existing wall to provide for sound proofing
 - a. Ceiling sound barrier
2. Frame and finish new interior wall and ceiling with 3 ½ R -15 Rockwall for sound proofing
3. Ensure new construction includes electrical outlets and CAT 6 connections to match existing wall

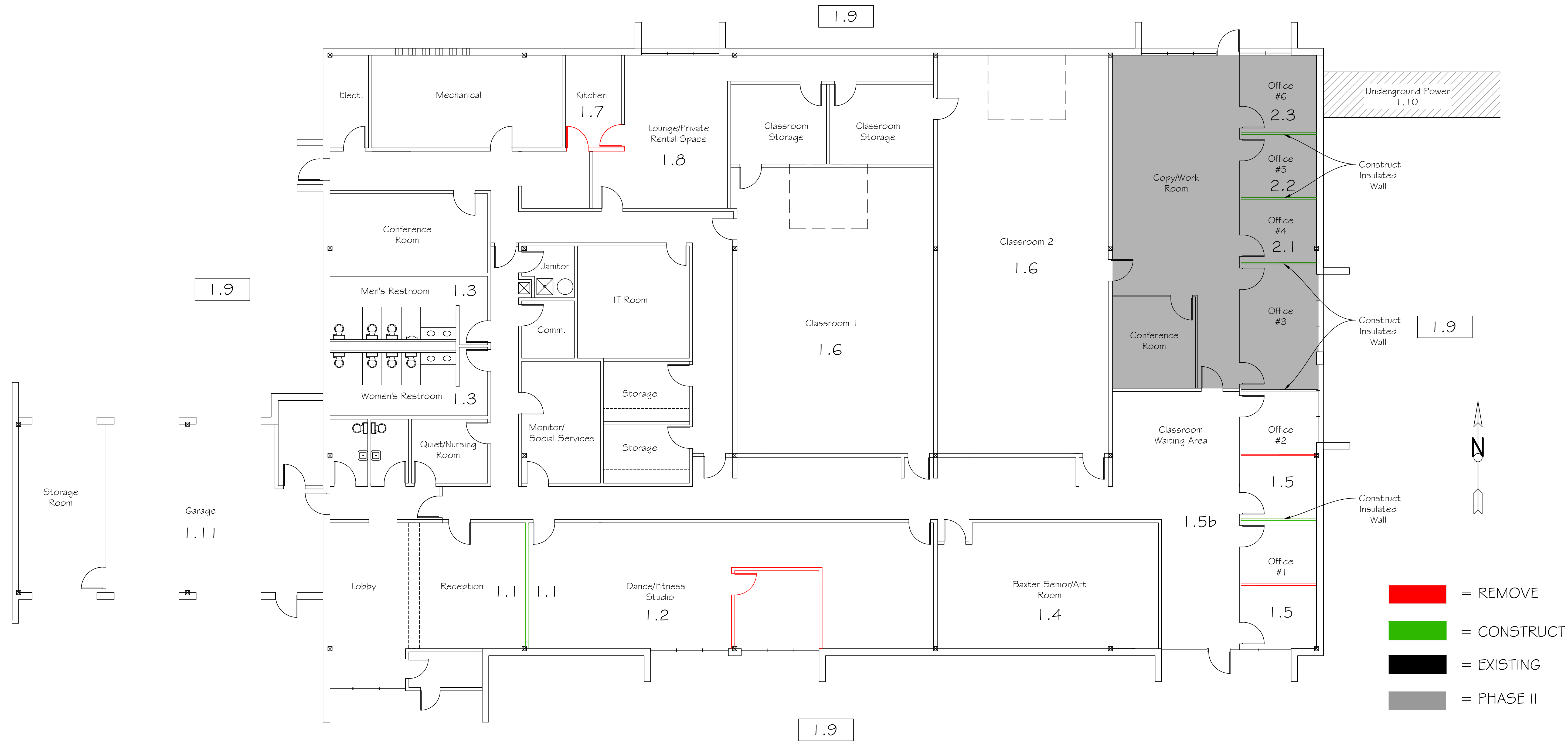
Minor Changes

An estimate has been entered into the bid proposal for minor changes. At the discretion of the City, minor changes up to the amount as shown on the bid proposal. Such work shall be as directed and approved by the City and tracked as force account or on approval of a formal minor change request.

PROPOSED COMMUNITY CENTER LAYOUT

COURTS BUILDING

1015 State Avenue



REVISIONS	DATE	DESIGN BY:
1.		ENGINEERING CHECKER:
2.		CONSTRUCTION SUPERVISOR:
3.		P.W. SUPERINTENDENT:
4.		P.W. DIRECTOR:

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS _____ DAY OF _____, 2021

BY JEFF LAYCOCK, PE, CITY ENGINEER

CITY OF MARYSVILLE
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT**
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100


**PROPOSED COMMUNITY CENTER
BUILDING LAYOUT**

HOR SCALE	NA
VER SCALE	NA
DRWG. NO.	NA
SHEET	1 of 1

Index #10

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Contract Award – Sunnyside Blvd & 52 nd ST NE Signalization	
PREPARED BY:	DIRECTOR APPROVAL:
Nick Greene, Project Engineer	
DEPARTMENT:	
Public Works - Engineering	
ATTACHMENTS:	
Certified Bid Tab, Contract, Vicinity Map	
BUDGET CODE:	AMOUNT:
30500030.563000.R2001	\$1,297,581.81
SUMMARY:	

The Sunnyside Blvd & 52nd ST NE Signalization project involves intersection improvements at 52nd Street NE & Sunnyside Boulevard. Improvements include a new traffic signal system, channelization improvements to provide new turn lanes, bike lanes, and ADA improvements.

The project was awarded \$535,940.00 of Federal Highway Administration Congestion Mitigation and Air Quality (CMAQ) Funds in 2018. For consideration with the July 25, 2022 Council agenda, is a supplement to the federal aid funding agreement for an additional allocation of \$484,431.00.

The project was advertised for a July 13, 2022 bid opening. The City received 6 bids as shown on the attached bid tabulation. The low bidder was Kamins Construction, with a bid of \$1,179,619.81. The engineer's estimate is \$760,000.00. References have been checked and found to be satisfactory.

Contract Bid:	\$1,179,619.81
<u>Management Reserve (10%):</u>	<u>\$117,962.00</u>
Total:	\$1,297,581.81

FHWA CMAQ Grant:	\$535,940.00
<u>Supplemental Agreement:</u>	<u>\$484,431.00 (pending Council approval)</u>
Total:	\$1,020,371.00

Total Construction Cost to City:	\$277,210.81
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RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Sunnyside Blvd & 52nd ST NE Signalization contract with Kamins Construction in the amount of \$1,179,619.81 and approve a management reserve of \$117,962.00 for a total allocation of \$1,297,581.81.

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and _____ (Contractor), a _____, organized under the laws of the State of Washington, located and doing business at _____, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

Sunnyside Blvd & 52nd St NE Signalization, Project No. R2001

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2022 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within forty (40) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is [Contract Amount] (\$ _____) including Washington State Sales Tax. The total Project cost includes all costs associated with the

Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated _____. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

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

V. INDEMNIFICATION. In addition to any other obligations contained in the Contract Documents,

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

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

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

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered _____ (Contractor Representative) on behalf of the Contractor and by _____ (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:

City:
City of Marysville
Public Works – Attn: _____
80 Columbia Ave
Marysville, WA 98270

VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

By: _____ (CONTRACTOR)

Its: _____ (Name)

(Title)

Attested/Authenticated:

, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

PERFORMANCE BOND
to City of Marysville, WA
Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to _____
_____ (the "Principal"), a contract for the construction of the project
designated as _____, Project No. _____, in
Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for
performance of all obligations under the Contract.

The Principal, and _____ (the "Surety"),
a corporation organized under the laws of the State of _____ and licensed to do
business in the State of Washington as surety and named in the current list of "Surety Companies
Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of
Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the
sum of _____ U.S. Dollars (\$ _____) Total
Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its
heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the
Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized
modifications, additions, and changes to said Contract that may hereafter be made, at the time
and in the manner specified; and if such performance obligations have not been fulfilled, this bond
shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or
addition to the terms of the Contract, the specifications accompanying the Contract, or to the work
to be performed under the Contract shall in any way, affect its obligation on this bond, and waives
notice of any change, extension of time, alteration, or addition to the terms of the Contract or the
work performed. The Surety agrees that modifications and changes to the terms and conditions
of the Contract that increase the total amount to be paid the Principal shall automatically increase
the obligation of the Surety on this bond and notice to the Surety is not required for such increased
obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the
parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully
executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature Date
Printed Name: _____
Title: _____

Surety Signature Date
Printed Name: _____
Title: _____

Name, address, and telephone number of local office/agent of Surety is:

**PAYMENT BOND
to City of Marysville, WA**

Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to _____
_____ (the "Principal"), a contract for the construction of the project
designated as _____, Project No. _____
_____, in Marysville, Washington (the "Contract"), and said Principal is required under the terms
of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of
Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (the "Surety"),
a corporation organized under the laws of the State of _____ and licensed to do
business in the State of Washington as surety and named in the current list of "Surety Companies
Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of
Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the
sum of _____ U.S. Dollars (\$) _____ Total
Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its
heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with
RCW Titles 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors,
and material suppliers, and all persons who shall supply such contractor or subcontractor with
provisions and supplies for the carrying on of such work; and shall pay the taxes, fees, and
penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond
shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or
addition to the terms of the Contract, the specifications accompanying the Contract, or to the work
to be performed under the Contract shall in any way, affect its obligation on this bond, and waives
notice of any change, extension of time, alteration, or addition to the terms of the Contract or the
work performed. The Surety agrees that modifications and changes to the terms and conditions
of the Contract that increase the total amount to be paid the Principal shall automatically increase
the obligation of the Surety on this bond and notice to the Surety is not required for such increased
obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the
parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully
executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature Date
Printed Name: _____
Title: _____

Surety Signature Date
Printed Name: _____
Title: _____

Name, address, and telephone number of local office/agent of Surety is:

Vicinity Map - Sunnyside Blvd & 52nd ST NE Signalization




Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
An ordinance of the City Of Marysville, Washington, proposing to designate an additional targeted area for property tax exemption for the value of new construction of industrial/manufacturing facilities.	
PREPARED BY:	DIRECTOR APPROVAL:
Haylie Miller, Community Development Director	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Proposed Ordinance 2. Ordinance 3020 3. Ordinance 3211 	
BUDGET CODE:	AMOUNT:
N/A	N/A
<p>SUMMARY: In 2016, the Council approved Ordinance 3020 (Attachment 2) making certain underdeveloped or underutilized lands zoned for industrial/manufacturing uses eligible for ad valorem tax relief and adopting a process regarding such relief per RCW 84.25 and as outlined in MMC Chapter 3.104 Industrial/Manufacturing Property Tax Exemption. The tax exemption applies to properties within the Marysville Cascade Industrial Center (CIC).</p> <p>The CIC area will be modified (as shown in the proposed ordinance) to include a 10.18-acre parcel that recently converted from R 4.5 Single Family Medium to Light Industrial as approved by the City Council on March 7, 2022 (Ordinance 3211 – Attachment 3).</p>	
<p>RECOMMENDED ACTION: Hold a public hearing. Approve the proposed ordinance.</p> <p>RECOMMENDED MOTION: Move to adopt Ordinance No. _____, approving the designation of an additional targeted area for possible property tax exemption pursuant to the provisions of Chapter 84.25 RCW and Chapter 3.104 MMC.</p>	

**CITY OF MARYSVILLE
Marysville, Washington**

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, TO DESIGNATE AN ADDITIONAL TARGETED AREA FOR PROPERTY TAX EXEMPTION FOR THE VALUE OF NEW CONSTRUCTION OF INDUSTRIAL/MANUFACTURING FACILITIES.

WHEREAS, Chapter 84.25 RCW provides for property tax exemption for the value of new construction of industrial/manufacturing facilities in targeted urban areas; and

WHEREAS, the City of Marysville qualifies for this property tax exemption based on the criteria of Chapter 84.25 RCW; and

WHEREAS, the City previously adopted Ordinance 3020, which designated a certain area for property tax exemption pursuant to RCW 84.25, which area is commonly known as the Marysville Cascade Industrial Center ("CIC"); and

WHEREAS, a 10.18-acre parcel located on the east side of 51st Avenue NE between the 14600 and 14800 Block, identified as APN 31053400300300 and as shown in Exhibit A attached hereto (referred to herein as the "Subject Site"), was rezoned from Medium-Density, Single-family (R-4.5) to Light Industrial (LI) on March 7, 2022 by Ordinance 3211; and

WHEREAS, the Subject Site is located directly adjacent to the CIC; and

WHEREAS, inclusion of the Subject Site in the CIC by additionally targeting the Subject Site for the property tax exemption contemplated by Chapter 84.25 RCW will promote new construction of industrial/manufacturing facilities that will provide employment opportunities for family living wage jobs.

WHEREAS, at a public hearing on July 25, 2022 the Marysville City Council reviewed and considered staff's recommendation; and

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

Section 1. The Subject Site, which is a 10.18-acre parcel located on the east side of 51st Avenue NE between the 14600 and 14800 Block, identified as APN 31053400300300 and as shown in **Exhibit A** attached hereto, is designated as an area where property owners can apply for and be granted a property tax exemption for the value of new construction of industrial/manufacturing facilities which qualify under Chapter 84.25 RCW and Chapter 3.104 MMC.

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

Section 3. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

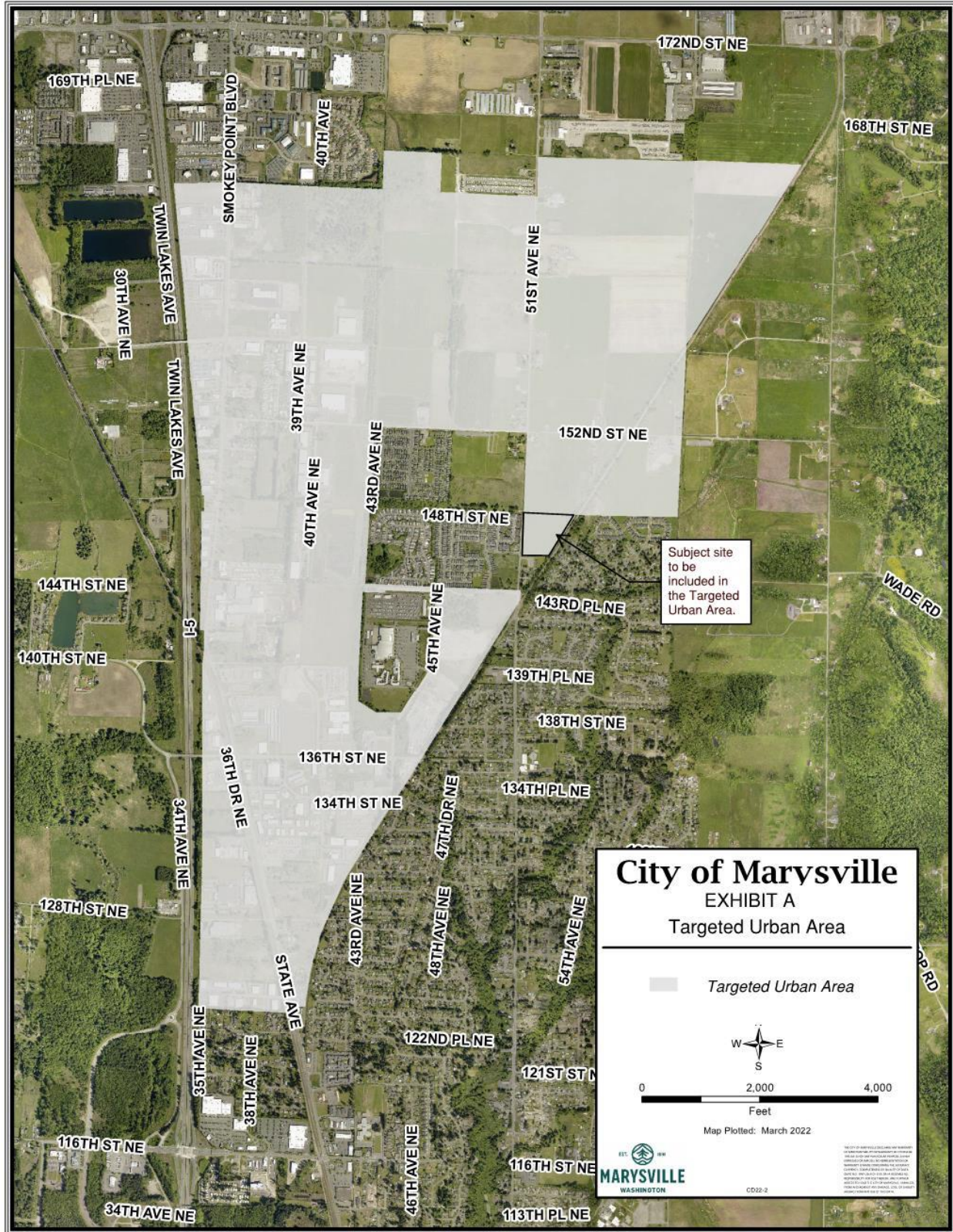
Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Exhibit A



CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 3020

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, MAKING CERTAIN UNDERDEVELOPED OR UNDERUTILIZED LANDS ZONED FOR INDUSTRIAL/MANUFACTURING USES ELIGIBLE FOR AD VALOREM TAX RELIEF AND ADOPTING A PROCESS REGARDING SUCH RELIEF.

WHEREAS, Engrossed Senate Bill 5761 providing for property tax exemption for the value of new construction of industrial/manufacturing facilities in targeted urban areas was enacted as chapter 84.25 RCW; and

WHEREAS, the City of Marysville is qualified to grant or deny this property tax exemption based on the act criteria, that it has planned under the growth management act, and has zoned lands for industrial and manufacturing use that are undeveloped and/or underutilized; and

WHEREAS, family living wage jobs pay at least an average of eighteen dollars per hour working two thousand eighty hours per year; and

WHEREAS, the City of Marysville finds that there is insufficient family living wage jobs for its wage earning population; and

WHEREAS, the City of Marysville has determined that the targeting of an industrial and manufacturing area for property tax exemption will assist in the new construction of industrial/manufacturing facilities that will provide employment for family living wage jobs; and

WHEREAS, there is the need for additional family wage jobs in Marysville to support the growing community, to diversify the economic base and have sustainable economic growth; and

WHEREAS, the City of Marysville passed Joint Resolution No. 2011-001 on December 12, 2011, supporting regional coordination of a manufacturing and industrial center and support to the Boeing Company and manufacturing and supplier expansion in the North Snohomish County area; and

WHEREAS, the City of Marysville has developable land, multi-modal transportation, the capacity to locate new manufacturing and industrial facilities, and a goal to advance economic development; and

WHEREAS, The City of Marysville has manufacturing and industrial land located within an innovation partnership zone; and

WHEREAS, the City of Marysville by passing this ordinance will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020; and

WHEREAS, the notice of hearing given for the designation of the manufacturing-industrial targeted area and the adoption of this chapter meets the requirements of Engrossed Senate Bill 5761; and

WHEREAS, the City Council held a public hearing on April 25, 2016, concerning whether the area identified in Exhibit "B" should be designated as an area where property tax relief should be available to owners who construct new industrial or manufacturing facilities and provide living wage jobs; and

WHEREAS, the City Council has determined that the cost of administering this chapter will be at least \$500.00 per application.

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

SECTION 1. The area zoned which allows Industrial and Manufacturing uses and identified in Exhibit "B" is designated as an area where property owners can apply for and be granted a property tax exemption for the value of new construction of industrial/manufacturing facilities which qualify under chapter 84.25 RCW and this ordinance.

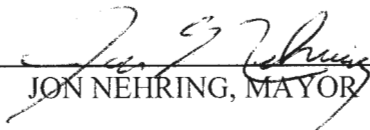
SECTION 2. Amendment of Municipal Code. A new chapter, 3.104, is added to the municipal code. The municipal code is amended as set forth in Exhibit "A."

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

PASSED by the City Council and APPROVED by the Mayor this 25 day of April, 2016.

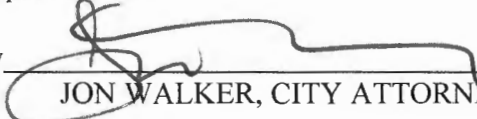
CITY OF MARYSVILLE

By 
JON NEHRING, MAYOR

Attest:

By 
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By 
JON WALKER, CITY ATTORNEY

Date of publication: 4/30/16
Effective Date (5 days after publication): 5/5/16

EXHIBIT A

Chapter 3.104 Industrial/Manufacturing Property Tax Exemption

Section 3.104.010 Findings.

There are insufficient family living wage jobs, as those jobs are defined by RCW 84.25.030, for Marysville's wage earning population. It is the purpose of this chapter to encourage new manufacturing and industrial uses on undeveloped and underutilized lands zoned for industrial and manufacturing uses in the area identified in this chapter.

Section 3.104.020 Adoption by reference.

Chapter 84.25 RCW as currently enacted or subsequently amended is hereby adopted by reference.

Section 3.104.030 Definitions.

The following definitions shall apply to this chapter:

"Authorized representative" or "duly authorized representative" means the Director of the Community Development Department or his or her designee.

"City" means the City of Marysville.

Section 3.104.040 Application and fees

An owner of property seeking a tax exemption under this chapter shall submit an application to the Director of Community Development prior to the application for any building permit for the project. The application shall be on a form established by the Director, along with the required fees. The initial application fees to the city shall be \$500.00 plus any amount required by the county assessor in administering this chapter. If the application is approved, the city shall pay the application fee to the county assessor for deposit in the county current expense fund, after first deducting that portion of the fee attributable to the city's administrative costs in processing the application. If the application shall result in a denial by the city, the city shall retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.

Section 3.104.050 Certificate of tax exemption, approval, denial, termination, and appeal

- (1) The Director of Community Development or his or her designee shall make the determination whether a holder of a conditional acceptance of tax exemption qualifies for a certificate of tax exemption upon the completion of the new construction of a manufacturing/industrial facility and a certificate of occupancy issued. The Director shall also review each certificate of tax exemption annually for compliance with this chapter.
- (2) If the Director determines that the property is not qualified for an exemption under this chapter or that it no longer meets the criteria of this chapter for eligibility for a tax exemption, he or she shall notify the owner of the property, as shown in the assessor's records, of the determination to deny or terminate the tax exemption. The notification shall be by certified mail, return receipt requested, and by regular first class mail. A recognized courier service may be substituted for first class mail. A copy shall also be sent to the Snohomish County Assessor.
- (2) The owner may appeal the determination by filing a written notice of appeal specifying the factual and legal basis on which the determination of termination is alleged to be erroneous. Such appeal must be served on the city clerk within thirty (30) days of the date the notice was placed in the mails.
- (3) The Chief Administrative Officer of the city shall hold a hearing within thirty days of the notice of appeal. The parties may be heard at the hearing and the Chief Administrative Officer may use the procedures set forth in chapter 34.05 RCW to control the conduct of the hearing and admission of evidence.
- (4) The Chief Administrative Officer shall issue a decision affirming, modifying, or repealing the determination of termination based on the evidence admitted at the hearing. A copy of the decision shall be served on the owner within thirty (30) days of the hearing by certified mail, return receipt requested, and by regular first class mail. A recognized courier service may be substituted for first class mail. A copy shall also be sent to the Snohomish County Assessor.
- (5) An aggrieved party may appeal the decision of the Chief Administrative Officer to the superior court as provided in RCW 34.05.510 through RCW 34.05.598.

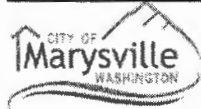
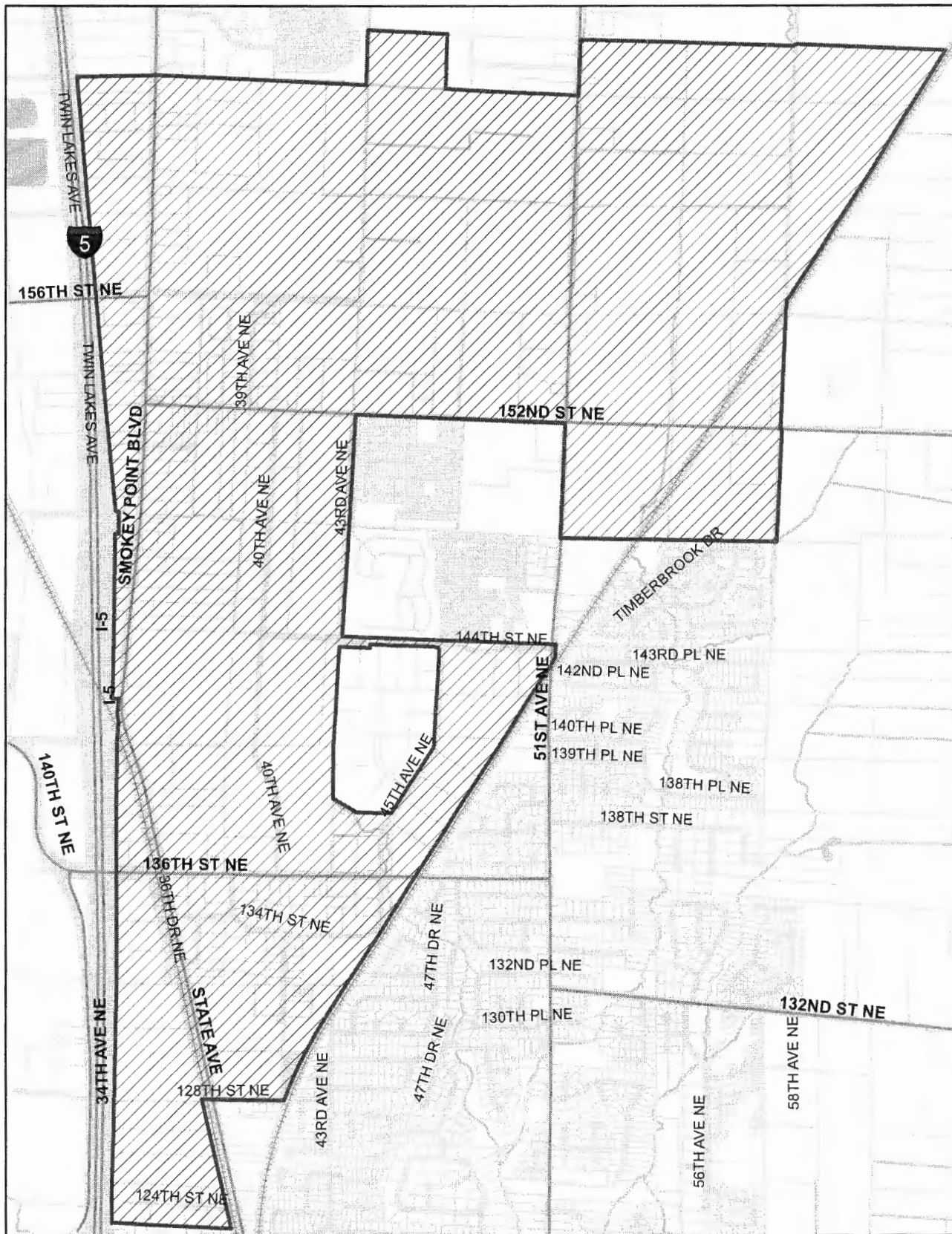


EXHIBIT - B
ESB 5761 Property Tax
Exemption Boundary

10/22/2015

- Property Tax Exemption Area
- Marysville city limits
- Open Right-of-way
- Parcels

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 3211

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON RELATING TO THE MARYSVILLE GROWTH MANAGEMENT COMPREHENSIVE PLAN, ORDINANCE NO. 3000, AND THE CITY'S OFFICIAL ZONING MAP, ORDINANCE NO. 2852, AS PREVIOUSLY AMENDED, AND THE CITY'S UNIFIED DEVELOPMENT CODE (MMC TITLE 22); AND APPROVING THE 2021 CITIZEN INITIATED COMPREHENSIVE PLAN AMENDMENT REQUEST (CASCADE BUSINESS PARK), WHICH AMENDS THE COMPREHENSIVE PLAN'S LAND USE MAP DESIGNATION FOR PROPERTY LOCATED ON THE EAST SIDE OF 51ST AVENUE NE BETWEEN THE 14600 AND 14800 BLOCK, AND REZONES SAID PROPERTY FROM MEDIUM-DENSITY, SINGLE-FAMILY (R-4.5) TO LIGHT INDUSTRIAL (LI), PURSUANT TO THE CITY'S 2021 ANNUAL COMPREHENSIVE PLAN AMENDMENT AND UPDATE PROCESS.

WHEREAS, on September 15, 2015 the Marysville City Council enacted Ordinance No. 3000 adopting an updated Growth Management Comprehensive Plan ("Comprehensive Plan") for the City of Marysville; and

WHEREAS, the Growth Management Act allows jurisdictions to amend comprehensive plans once a year, except in those situations enumerated in RCW 36.70A.130(2)(a); and

WHEREAS, on January 27, 1997 the Marysville City Council adopted Resolution No. 1839, providing for procedures for annual amendment and update of the City's Comprehensive Plan; and

WHEREAS, on February 14, 2011 the Marysville City Council adopted Ordinance No. 2852, adding Chapter 22G.020 to the Marysville Municipal Code (MMC) entitled "Procedures For Legislative Actions" which establishes procedures for processing and review of legislative actions relating to amendments or revision to the Comprehensive Plan and Development Regulations; and

WHEREAS, the 2021 Comprehensive Plan amendments include a Citizen Initiated Amendment Request (Cascade Business Park), which proposes to revise the Comprehensive Plan's Land Use Map designation for properties depicted in the attached **Exhibit A**, which is located on the east side of 51st Avenue NE between the 14600 and 14800 Block, and to rezone said property, from Medium-Density, Single-family (R-4.5) to Light Industrial (LI); and

WHEREAS, on November 29, 2021, the City issued a State Environment Policy Act Threshold Determination of Non-significance (DNS), which addresses the environmental impacts of the Citizen Initiated Amendment Request (Cascade Business Park), a non-project proposal; and

WHEREAS, the City has submitted the proposed 2021 Comprehensive Plan Land Use Map and Official Zoning Map amendments to the State of Washington Department of Commerce for 60-day review in accordance with RCW 36.70A.106, which was assigned Submittal ID 2021-S-3435; and

WHEREAS, the Marysville Planning Commission, after review of the proposed 2021 Comprehensive Plan Land Use Map and Official Zoning Map amendment, held public workshops on June 22, 2021 and December 14, 2021, and held a public hearing on January 11, 2022, and received testimony from property owners, staff and other interested parties following public notice; and

WHEREAS, the Planning Commission prepared and provided its written recommendation that said proposed amendment be approved by the Marysville City Council; and

WHEREAS, on March 7, 2022 the Marysville City Council reviewed the Planning Commission's recommendation relating to the proposed 2021 Comprehensive Plan Land Use Map and Official Zoning Map amendments;

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

Section 1. With regards to the proposed rezone of the properties depicted in the attached **Exhibit A** (which are located on the east side of 51st Avenue NE between the 14600 and 14800 Block) from Medium-Density, Single-family (R-4.5) to Light Industrial (LI), the Council hereby finds:

1. There is a demonstrated need for additional zoning as the type proposed;
2. The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties;
3. There have been significant changes in the circumstances of the properties to be rezoned or surrounding properties to warrant a change in classification; and
4. The properties are practically and physically suited for the uses allowed in the proposed zone reclassification.

Section 2. The City Council hereby finds the revisions to the Comprehensive Plan's Land Use Map resulting from the 2021 Citizen Initialed Amendment Request (Cascade Business Park) are:

1. Consistent with the City's Comprehensive Plan and Zoning Code;
2. Consistent with the State Growth Management Act and the State Environmental Policy Act;
3. Warranted by significant changes in circumstances; and
4. Warranted by sufficient benefit or cost to the public health, safety, and welfare.

Section 3. Amending the City of Marysville Comprehensive Plan. The City Council hereby amends the Marysville Growth Management Comprehensive Plan and Ordinance No. 3000, as previously amended, by adopting the 2021 Citizen Initiated Amendment Request (Cascade Business Park), which amends the land use designation for the properties depicted in the attached and incorporated **Exhibit A**, which is located on the east side of 51st Avenue NE between the 14600 and 14800 Block, from Medium-Density, Single-family (R-4.5) to Light Industrial (LI) and amends Figure 4-2 of the Land Use Element. This amendment is subject to the condition set forth in Section 2 of the attached and incorporated **Exhibit B**. This amendment shall be included with the Comprehensive Plan filed in the office of the City Clerk and shall be available for public inspection.

Section 4. Amending the City's Official Zoning Map and MMC Title 22 Unified Development Code. The City Council hereby amends the City's Official Zoning Map, Ordinance No. 2852, as previously amended, and the City's Unified Development Code MMC Title 22, by adopting the 2021 Citizen Initiated Amendment Request (Cascade Business Park), which rezones the properties depicted in the attached **Exhibit A** from R-4.5 (Medium-Density, Single-family) to LI (Light Industrial). This amendment is subject to the condition set forth in Section 2 of the attached **Exhibit B**. This amendment shall be attested by the signature of the Mayor and City Clerk, with the seal of the municipality affixed, shall be included with the Official Zoning Map on file in the office of the City Clerk, and shall be available for public inspection.

Section 5. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code:

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
<u>3211</u>	Cascade Business Park – Zoning Map Amendment	<u>March 15</u> , 2022"

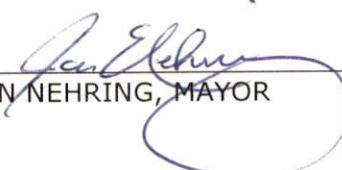
Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 7. Corrections. 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 8. 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 7th day of March, 2022.


CITY OF MARYSVILLE

By: 
JON NEHRING, MAYOR

Attest:

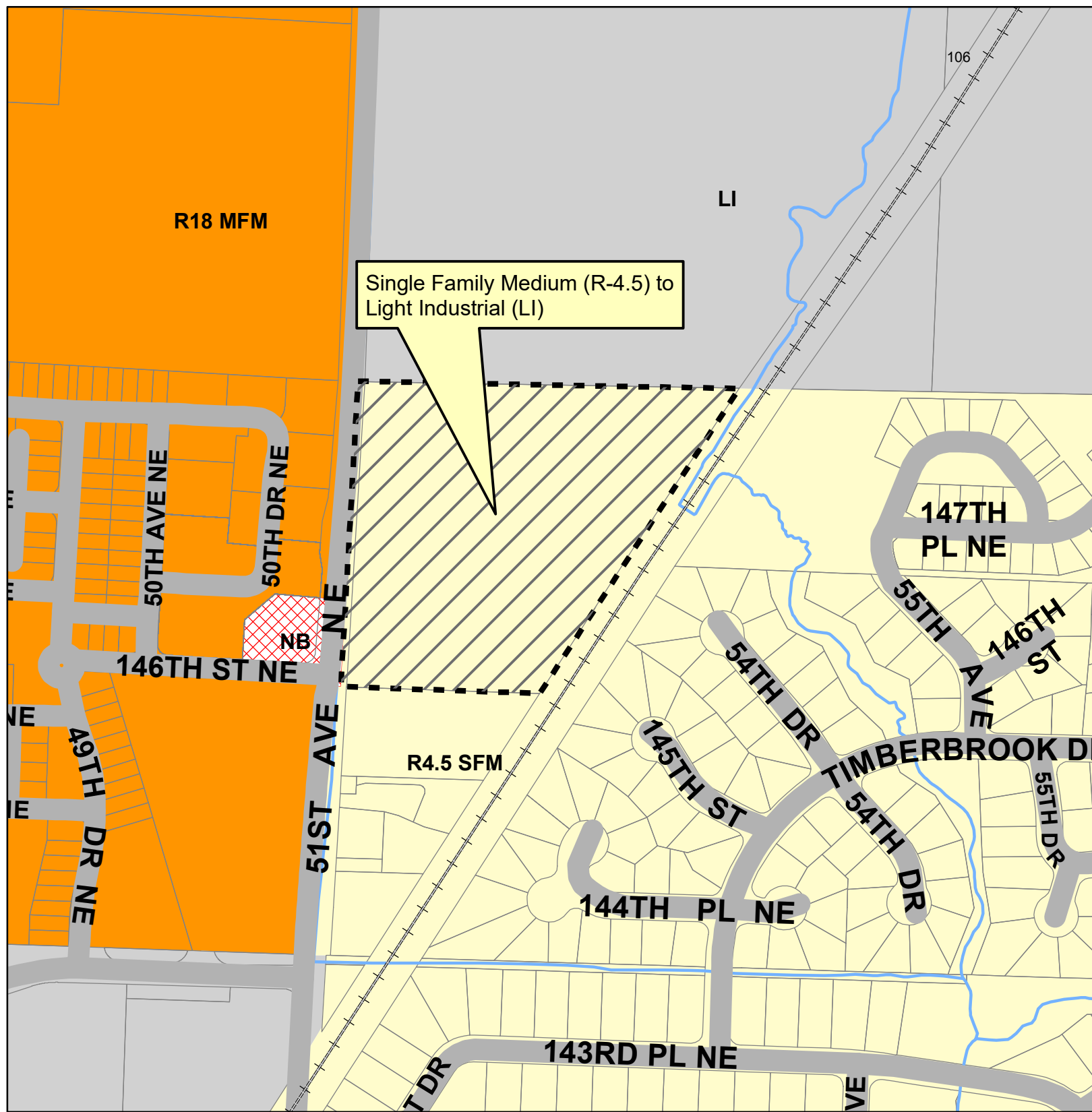
By: 
Deputy CITY CLERK, Genevieve Geddis

Approved as to form:







By: 
JON WALKER, CITY ATTORNEY

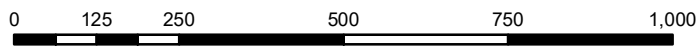
Date of Publication: March 10, 2022

Effective Date: March 15, 2022



Cascade Business Park Comp Plan Map Amendment

-  Neighborhood Business
-  R18 Multi-Family Medium
-  Amendment Area
-  Light Industrial
-  R4.5 Single Family Medium
-  Railroad



Item 11 - 15

Map Plotted: December 2021

CD21-14.mxd



MARYSVILLE
WASHINGTON

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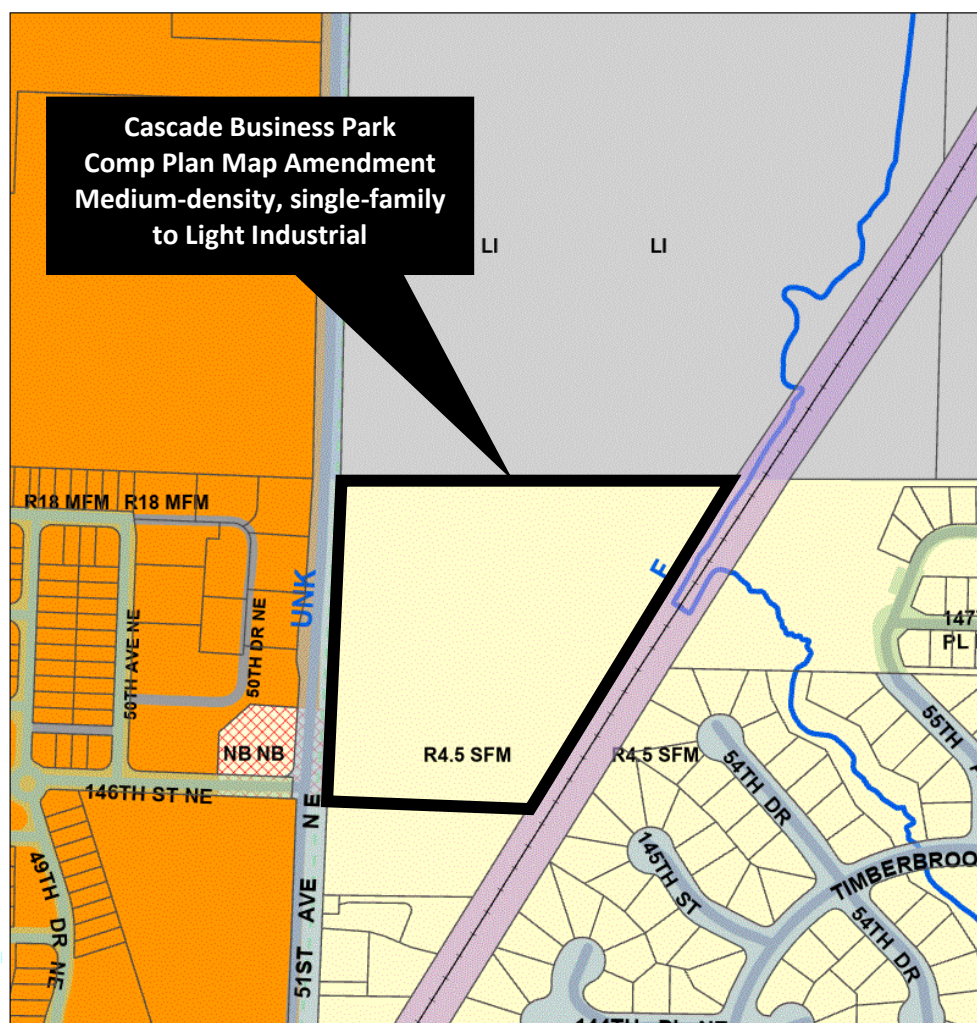
STAFF REPORT - Cascade Business Park Comp. Plan Map Amendment

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

PROJECT INFORMATION									
Project Title	Cascade Business Park – Comprehensive Plan Map Amendment			Date of Report	January 19, 2022				
File Number	PA21-001			Attachments	See Section 3.0 for links to Exhibits				
Administrative Recommendation	Approve the NON-PROJECT ACTION citizen-initiated Comprehensive Plan Map Amendment and Concurrent Rezone of a 10.18 acre parcel of property from Medium-density, Single-family (R-4.5) to Light Industrial (LI), subject to the condition outlined in Section 2.0.								
BACKGROUND SUMMARY									
Applicant	NP Arlington MIC Industrial, LLC								
Request	The applicant is requesting approval of a NON-PROJECT ACTION citizen-initiated Comprehensive Plan Map Amendment and Concurrent Rezone of a 10.18 acre parcel of property from Medium-density, Single-family (R-4.5) to Light Industrial (LI).								
SEPA Status	A SEPA Determination of Non-Significance was issued on November 29, 2021. The appeal period expired December 13, 2021; no appeals were filed.								
Location	East side of 51 st Avenue NE between the 14600 and 14800 Block			APN(s)	31053400300300				
Acreage (SF)	10.18 acres (443,440 SF)			Section	34	Township	31N	Range	05E
Comprehensive Plan	SFM	Zoning	R-4.5	Shoreline Environment			N/A		
Water Supply	Current	Proposed		Sewer Supply	Current		Proposed		
	None	None			None	None			
Present Use of Property	Vacant farmland								
REVIEWING AGENCIES									
Marysville	Local Agencies & Districts		State & Federal		County		Other		
<input type="checkbox"/> Building <input type="checkbox"/> Fire District <input checked="" type="checkbox"/> Engineering Services <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works	<input checked="" type="checkbox"/> Arlington (city) <input type="checkbox"/> Arlington Airport <input type="checkbox"/> Community Transit <input type="checkbox"/> Frontier <input type="checkbox"/> Lake Stevens (city) <input type="checkbox"/> PUD No. 1		<input type="checkbox"/> BNSF <input checked="" type="checkbox"/> COMMERCE <input checked="" type="checkbox"/> DAHP <input checked="" type="checkbox"/> DOE <input type="checkbox"/> US Army Corp of Engineers <input type="checkbox"/> WDFW <input type="checkbox"/> WSDOT		<input type="checkbox"/> Health District <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Puget Sound Clean Air <input type="checkbox"/> Puget Sound Energy <input checked="" type="checkbox"/> Stillaguamish Tribe <input checked="" type="checkbox"/> Tulalip Tribes		
ACTION									
<input type="checkbox"/> Administrative	<input type="checkbox"/> City Council	<input type="checkbox"/> Quasi-Judicial	<input checked="" type="checkbox"/> Planning Commission						
Date of Action	January 25, 2022	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued					
STAFF CONTACT									
Name Chris Holland	Title Planning Manager	Phone 360.363.8207	E-mail cholland@marysvillewa.gov						

SURROUNDING USES			
	Comprehensive Plan	Zoning	Land Use
Site	Medium-density, Single-family	R-4.5	Vacant farmland
North	Light Industrial	LI	Vacant farmland and farm house
East	Medium-density, Single-family	R-4.5	BNSF Railway and Timberbrook single-family subdivision
South	Medium-density, Single-family	R-4.5	Emmanuel Baptist Church
West	Medium-density, Multi-family	R-18	McKendree Park Condominium Community

Vicinity Map



- | | | | |
|-----------------------|-------------------------|---------------------------------|---------------------------|
| General Commercial | 88 - Mixed Use | R12 Multi-Family Low | R4.5 Single Family Medium |
| Downtown Commercial | General Industrial | R6-18 Multi-Family Low | Public-Institutional |
| Community Business | Light Industrial | R8 Single Family High Small Lot | Recreation |
| Neighborhood Business | R28 Multi-Family High | R6.5 Single Family High | Open |
| Mixed Use | R18 Multi-Family Medium | R4-8 Single Family High | |

1.0 FINDINGS AND CONCLUSIONS

1. **Proposal:** The owner, NP Arlington MIC Industrial, LLC, requests an amendment to the City of Marysville Comprehensive Plan Land Use Map and to the Zoning Map. The 10.18 acre site is located on the east side of 51st Avenue NE between the 14600 and 14800 Block and is identified as Assessor Parcel Number (APN) 31053400300300. The proposal is to change the land use designation from Single-family, Medium Density to Light Industrial and the zoning from LI to R-4.5. The property is currently vacant farmland.

A separate PROJECT-ACTION Preliminary Binding Site Plan was approved for the applicant, which included subdividing approximately 311 acres into eleven (11) lots and construction of seven (7) new industrial buildings, totaling approximately 2,915,303 SF (See File No. PA21-006).

2. **Process:** The request is part of the annual comprehensive plan docket process identified by project number PA21-001 with the required review process specified in WAC 365-169-640 *Comprehensive Plan Amendment Procedures* and Marysville Municipal Code (MMC) Chapter 22G.020, *Procedures for Legislative Actions*.
3. **Public Notice:** The applicant filed the docket request on June 16, 2021 and public notice was provided in accordance with MMC 22G.010.090. Subsequent to providing public notice, the applicant held a public meeting via Zoom on July 19, 2021 at 5PM. The only attendees were the applicant, applicant representatives and Marysville city staff. No members from the public or other agencies attended the public meeting.

Public Notice of the Public Hearing before the Planning Commission was provided in accordance with MMC 22G.020.060, including publication in the Everett Herald on December 28, 2021, scheduling a public hearing before the PC on January 11, 2022 at 6PM. Two signs were posted on the subject property, and the public hearing notice was mailed to property owners located within 300 feet of the subject property, posted at the Marysville and Lakewood Post Offices, on Channel 21 and the city's website.

4. **Interjurisdictional Coordination:** Staff provided 60-day notice of the proposal to state agencies via the Washington State Department of Commerce (DOC) on November 30, 2021 and it was processed by DOC with Submittal ID 2021-S-3435. As of the date of this staff recommendation, no comments have been received from state agencies.
5. **State Environmental Policy Act (SEPA):** A SEPA NON-Project Action environmental checklist for the proposal was completed by the applicant and a Determination of Non-Significance was issued on November 29, 2021. A fourteen (14) day public comment and appeal period expired on December 13, 2021. No appeal was filed.
6. **Public Comment:** One public comment was received from The Tulalip Tribes – Natural Resources Department, dated December 8, 2021, regarding stormwater treatment and protection of critical areas for the PROJECT Action Cascade Industrial Park Binding Site Plan, which included subdividing approximately 311 acres into eleven (11) lots and construction of seven (7) new industrial buildings, totaling approximately 2,915,303 SF. The Binding Site Plan received preliminary approval on May 12, 2021.

No public or agency comments were received on the NON-PROJECT Action Comprehensive Plan Map Amendment and Concurrent Rezone.

7. **Analysis and Criteria:** On January 29, 2021 a Project Action application was filed with the City of Marysville requesting approval of a Binding Site Plan (BSP), subdividing approximately 311-acres into 11 lots and construction of 7 new industrial buildings,

totaling approximately 2,915,303 SF. The applicant also proposed to fill a number of regulated wetlands and relocate Edgecomb Creek along the west boundary of the existing BNSF Railway within Tract 998. The Preliminary BSP was approved on May 12, 2021.

The Comprehensive Plan designation for the majority of the Project Action application is Light Industrial (LI) with the exception of APN 31053400300300, which is designated as Single-family, Medium-density (R-4.5). Industrial uses are not permitted in the R-4.5 zone. In order to develop this parcel with industrial uses, a Comprehensive Plan Map amendment and concurrent rezone is required to be reviewed by the Planning Commission and approved by Marysville City Council.

The proposed map amendments have been evaluated for consistency with the GMA Planning Goals outlined in RCW 36.70A.020 that encourages development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

The proposed map amendments would implement the following City of Marysville Comprehensive Plan Policies:

Land Use Policy LU-4: Encourage growth that will transform Marysville from a residentially dominated community to one that provides a balanced, though not equal, proportion of both residences and employment. This will include the Marysville-Arlington Manufacturing Industrial Center (MIC) and the Smokey Point Master Plan Area as a major employment center.

Land Use Policy LU-5: Encourage citizen participation in all decisions affecting growth in the community.

Land Use Policy LU-9: Encourage a harmonious blend of opportunities for living, working, and culture for the residents of Marysville through planned retention and enhancement of its natural amenities; by judicious control of residential, commercial, and industrial development; and by recognition of the City's role in the region.

Industrial Land Use Policy LU-163: Limit industrial development to Urban Growth Areas.

Industrial Land Use Policy LU-164: Urban level facilities and services must be provided prior to, or concurrent with, development to mitigate the subsequent impacts of industrial developments. These services, include, but are not limited to, sanitary and storm sewers, water, police and fire protection, and roadways.

Industrial Land Use Policy LU-165: Encourage the availability of local employment opportunities by fostering the retention and development of long-term working or trading activities that create or add value to the community.

Industrial Land Use Policy LU-167: Locate industrial development in compact, well-defined centers within Urban Growth Areas.

Industrial Land Use Policy LU-168: Require that industrial development sites have good access, adequate public facilities and services, suitable topography and soils, and minimum impact on residential areas.

Industrial Land Use Policy LU-169: Minimize the impact of industrial developments on adjacent land uses through appropriate landscaping, screening, buffers, graduated land use intensity, and similar methods.

Industrial Land Use Policy LU-175: Support the development and growth of the Marysville-Smokey Point MIC by supporting a concentrated manufacturing and industrial base and by planning for future growth and infrastructure improvements.

Economic Development Policy ED-1: Through its plans, regulations, infrastructure investments, and public services encourage more manufacturing, wholesale, retail, warehouse, distribution, assembling, processing, producer's services, office-using and high technology firms to locate within Marysville.

Economic Development Policy ED-4: Separate and buffer newer commercial and industrial areas from residential areas.

Economic Development Policy ED-4: Separate and buffer newer commercial and industrial areas from residential areas.

The proposed Comprehensive Plan Map Amendment from Single-family, Medium Density to Light Industrial and Concurrent Rezone from LI to R-4.5 is supported by the Comprehensive Plan Policies outlined above and would be compatible with the PROJECT Action Cascade Industrial Park BSP. Additionally, the proposed map amendment and concurrent rezone is compatible with and mitigates any adverse impacts upon existing or anticipate land uses in the immediate vicinity.

2.0 STAFF RECOMMENDATION

Staff recommends the Planning Commission hold a public hearing on the annual docket request on ***Tuesday, January 11, 2022 at 6:00PM***. Following the public hearing, and subject to change based on testimony heard, Staff recommends the Planning Commission forward a recommendation of ***APPROVAL*** to Marysville City Council, amending the Comprehensive Plan Map from Single-family, Medium Density to Light Industrial and the zoning from LI to R-4.5, subject to the following condition:

The applicant shall be required to dedicate right-of-way for the ultimate design width of 51st Avenue NE, as approved by the City Engineer, pursuant to MMC 12.02A.110(1)(d).

3.0 EXHIBITS

The following Exhibits can be accessed electronically via the links provided in the exhibit headers below. Exhibits 1 through 15 are for the NON-PROJECT Action Comprehensive Plan Amendment Request. Exhibits 16 through 26 are part of the PROJECT Action Binding Site Plan and are for informational purposes and to show the proposed future development of Cascade Business Park.

Cascade Business Park NON-PROJECT Action Comp. Plan Amendment Exhibits

- Exhibit 1: Land Use Application
- Exhibit 2: Comprehensive Plan Map Amendment Response Form
- Exhibit 3: Legal Description
- Exhibit 4: Vicinity Map
- Exhibit 5: Land Use Map
- Exhibit 6: Cascade Business Park PROJECT Action Parcels
- Exhibit 7: SEPA Checklist
- Exhibit 8: Title Report
- Exhibit 9: SEPA DNS

- Exhibit 10: Department of Commerce Acknowledgement Letter
- Exhibit 11: Tulalip Tribes Comment Letter
- Exhibit 12: Notice of Public Hearing
- Exhibit 13: Applicant's response to Tulalip Tribes Comment Letter
- Exhibit 14: Staff Recommendation
- Exhibit 15: DRAFT PC Recommendation

Cascade Business Park PROJECT Action Binding Site Plan Exhibits

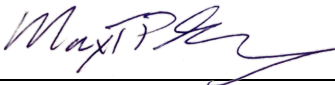
- Exhibit 16: Geotechnical Report
- Exhibit 17: Cultural Resources Assessment
- Exhibit 18: Noise Study
- Exhibit 19: Critical Areas Assessment Report
- Exhibit 20: Critical Areas Mitigation Plan
- Exhibit 21: Traffic Impact Analysis
- Exhibit 22: Traffic Impact – Phase Analysis
- Exhibit 23: Preliminary Binding Site Plan
- Exhibit 24: Full Binding Site Plan Set
- Exhibit 25: SEPA MDNS
- Exhibit 26: Binding Site Plan Approval

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Professional Services Agreement – Construction Management Services for Sunnyside Blvd. & 52 nd ST NE Signalization Project	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
WSDOT LAG Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000.R2001	\$117,500.00
SUMMARY:	

KBA Inc., will provide construction management activities for the Sunnyside Blvd & 52nd ST NE Signalization project.

The attached Professional Services Agreement will provide the City with construction management services, including: daily inspection, record of materials. Federal funding obligation assistance, weekly statement of working days, request for information inquiries, records, closeout, and document control. It is in the staff’s opinion that the negotiated fee of \$117,500.00 is fair and consistent with industry standard.

We issued a Request for Proposals on March 23, 2022, and received 1 proposal from KBA, Inc. Interviews were held with KBA and they were determined to be well qualified for the task. The scope of services and fee schedule included with the Professional Services Agreement demonstrates a clear and concise approach to complete the construction management portion of this project. Staff is confident that the City will be well served by KBA, Inc. as it relates to this project.

RECOMMENDED ACTION:
I move to authorize the Mayor to sign and execute a Professional Services Agreement for the CM Services for the Sunnyside Blvd & 52 nd ST NE Signalization project with KBA, Inc. in the amount of \$117,500.00

Local Agency A&E Professional Services Negotiated Hourly Rate 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"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	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

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.

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 absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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.

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: **Nick Greene**
 Agency: **City of Marysville**
 Address: **80 Columbia Ave**
 City: **Marysville** State: **WA** Zip: **98270**
 Email: **NGreene@marysvillewa.gov**
 Phone: **360-363-8100**
 Facsimile: **N/A**

If to CONSULTANT:

Name: **David Mohler, PE**
 Agency: **KBA, Inc.**
 Address: **11201 SE 8th Street, Suite 160**
 City: **Bellevue** State: **WA** Zip: **98004**
 Email: **DMohler@kbacm.com**
 Phone: **425-830-9299**
 Facsimile: **N/A**

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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must 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.

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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost¹¹⁹ to the CONSULTANT. 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 lowest price available, 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 the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all 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 these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum 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.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. 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 SERVICES under this AGREEMENT, contingent 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. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," 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

E. 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 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 acknowledgment 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 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.

Agreement Number:

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 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 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 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.

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. The Parties have mutually negotiated this waiver.

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 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.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, 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.

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 and AGENCY 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.

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, AGREEMENTs, 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, scribbles, recordings, visual displays, photographs, minutes of meetings, 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.

Project No.

EXHIBIT A

SCOPE OF SERVICES

for

52nd Street NE & Sunnyside Boulevard Intersection Improvement Project

KBA, Inc. (Consultant) will provide Construction Management (CM) services to the City of Marysville (Agency), for the project known as **52nd Street NE & Sunnyside Boulevard Intersection Improvement Project** (Project). These services will include consultation, contract administration, field observation, documentation, and materials testing, as required during the construction of the Project, as detailed below.

Project Description:

This project involves intersection improvements at 52nd Street NE & Sunnyside Boulevard. Improvements include a new traffic signal system, channelization improvements to provide new turn lanes and bike lanes, and ADA improvements, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Designer of Record on this Project is Transpo Group USA, Inc. (Designer).

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and Team, including:

1. Decide on best modes and frequency of communication with Agency and Designer. Liaison and coordinate with Agency on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Organize and layout work for Consultant Team.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Agency monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.

Deliverables

- *Monthly invoices and progress reports*
- *Reporting required by funding source(s), if any*

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Organize and lead Preconstruction conference (Precon):
 - a. Prepare and distribute notices.
 - b. Prepare agenda.
 - c. Facilitate the meeting.
 - d. Prepare and distribute meeting notes to attendees, affected agencies, and other project stakeholders.
3. Provide relevant preconstruction photographs, in digital format.

Deliverables

- *Preconstruction Conference Notice, Agenda, and Notes*
- *Preconstruction photos, in digital format*

C. Construction Phase Services – Contract Administration

1. Liaison with the Agency, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. In concurrence with Progress Estimates, provide the Agency with brief construction progress reports, highlighting progress and advising of issues that are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise Agency of schedule changes.
4. Progress Meetings – Lead regular (usually weekly) progress meetings with the construction contractor, including Agency pre-briefing. Prepare weekly meeting agenda and meeting notes and distribute copies to attendees. Track outstanding issues on a weekly basis.
5. Submittal Process – Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. Record of Materials (ROM) – Generate initial ROM and maintain/populate ROM with records of material compliance documentation received and advise Agency of any known deficiencies.
7. Weekly Statements of Working Days – Track working days and prepare weekly statements of working days and distribute to the Agency and Contractor.
8. Manage RFI (Request for Information) Process – Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
9. Change Management – Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
10. Monthly Pay Requests – Prepare monthly progress estimates for payment. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with Agency and construction contractor and recommend approval, as appropriate.
 - a. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
11. Notify construction contractor of work found in noncompliance with the requirements of the contract.
12. Assist the Agency in preparation of applications for the following permits that are deemed necessary for construction and were not obtained during the design phase of the Project:
 - a. None
13. Assist the Agency in the investigation of malfunctions or failures observed during construction.
14. Public Information Support – Provide information to the Agency for use in preparing media communications and public notices on Project status.
15. Record Drawings – Review the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by Consultant Team. Use these markups to check the progress of the Contractor-prepared Record Drawings.

16. Document Control – Establish and maintain document filing and tracking systems, following Agency guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. If requested, one hard copy of files will be kept in the Project field office.
 - b. Electronic documentation will be stored in a Project Website, using SharePoint, managed and hosted by the Consultant. The Agency will be provided with licenses for their and the construction contractor's use of the SharePoint website during the Project. Consultant will provide one training session for Agency and construction contractor users of the SharePoint system.
 - c. The Project SharePoint site will transition to "read-only" access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the Project SharePoint site. Access to SharePoint will expire following that date.
17. Article XIX Compliance – Protection of Confidential Information of the LAG Agreement, 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.
18. Project Closeout – If requested, prepare or assist with preparation of Certificate Letters of Substantial and Physical Completion for Agency approval and signature, to include punch list. Prepare final pay estimate for Agency approval and processing.
19. Final Records – Compile and convey final Project records, transferring to the Agency for its archiving at final acceptance of the Project. Should Consultant's work end prior to full completion of the Project, its records will be transferred to the Agency prior to departure from the Project. Records will consist of hard copy originals and electronic records on electronic storage medium.

Deliverables

- *Monthly Construction Progress Reports*
- *Schedule Review Comments*
- *Meeting Agendas and Notes*
- *Submittal Log*
- *Record of Materials*
- *RFI Log*
- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion*
- *Final records – hard copy and electronic*

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Agency, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Agency of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, photos of work performed, and other pertinent information.

4. Interpret Construction Contract Documents, in coordination with Designer and/or Agency.
5. Evaluate and report to Agency issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. As delegated by Agency, establish communications with adjacent property owners and respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare field records, daily reports of force account worked, and other payment source documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction. Photographs to be organized within Consultant's documentation.
11. Punch List. Upon substantial completion of work, coordinate with the Agency and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing – Coordinate and conduct materials testing (field and laboratory tests) in accordance with funding-source requirements. Document and evaluate results of testing and inform Agency and construction contractor of deficiencies.

Deliverables

- *IDRs with Project photos – submitted on a weekly basis*
- *Field Note Records and Daily Reports of Force Account Worked*
- *Additional Project photos not included in IDRs*
- *Punch List(s)*
- *Test reports*

E. Assumptions

1. **Budget:**
 - a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a 12-month period, from July 11, 2022, through April 30, 2023. This is intended to span the originally planned construction duration of 40 contractor working days, plus time allotted for coordination and communication during the anticipated extended signal pole procurement process, along with project setup and closeout. No overtime has been included within the budget.
 - b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover instances, including but not limited to the following, Agency and Consultant will negotiate a Supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - iv. Adjustment of Consultant Indirect Cost Rate (ICR) percentage pursuant to the terms as outlined in Section V of the LAG Agreement.
 - c. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.

- d. If Consultant provides their own construction field office, Agency will reimburse Consultant for all office costs, including lease and/or rental of space, equipment, utilities, and insurance.
 - e. The budget allocations shown in Exhibit D are itemized to aid in Project tracking purposes only. The budget may be transferred between people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
 - f. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project SharePoint site. Any customization to meet specialized Agency requirements may constitute Extra Work.
 - g. Should Consultant's level of effort extend beyond the time period detailed in the attached Exhibit D - Estimate, and into a new year, labor rates will adjust annually on January 1, with 30-day written notice to Agency.
2. **Items and Services Agency will provide:**
- a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
 - c. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - d. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - e. Construction Survey – Provide project control survey and staking that is not already assigned to the construction contractor.
3. **Scope:**
- a. The SharePoint tool being used on this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Constructability Review of design documents will be for constructability, for general conformance with the design concept, and for contradictions and inconsistencies between the various parts of the design documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, gauges, or fabrication processes; and will not include quantity takeoffs.
 - c. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - d. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Agency, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Agency's expectations.
 - e. Definitions and Roles – The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation," and reference to the "Inspector" role is

synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Agency if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.

- f. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Agency immediately for resolution.
- g. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- h. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- i. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.
- j. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- k. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- l. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them, and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- m. Agency agrees to include a statement in the construction Bid Documents for this Project, requiring construction contractor to name KBA, Inc. as an additional insured via endorsement to the contractor's commercial general liability and automobile insurance policies.
- n. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- o. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.

- p. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- q. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.
- r. Agency agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Agency, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- s. Consultant will not be liable for any damage to the field office premises or utilities provided by Agency, unless caused by Consultant's own negligence.
- t. To comply with Article XIX. Protection of Confidential Information of the LAG Agreement, Prime 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
- u. Regarding Article XIX. Protection of Confidential Information, of the LAG Agreement, KBA will perform services under the following assumptions, and such assumptions are assumed acceptable to the AGENCY and the STATE: The AGENCY and/or the STATE will identify each and any item considered to be "State's Confidential Information" as "confidential", as detailed below. Any information received by CONSULTANT that is not so labeled, will be assumed by CONSULTANT to not be "State's Confidential Information". CONSULTANT will return all items pre-identified as State's Confidential Information, to the AGENCY, and will not be required to take any other steps to protect that information.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Agency, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

137
Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

N/A

D. Specify the Agency's Right to Review Product with the Consultant

See Exhibit A - Scope of Work for specifics.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Exhibit A - Scope of Work for specifics.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Exhibit A - Scope of Work for specifics.

II. Any Other Electronic Files to Be Provided

See Exhibit A - Scope of Work for specifics.

III. Methods to Electronically Exchange Data

See Exhibit A - Scope of Work for specifics.

A. Agency Software Suite

Microsoft Office Suite

B. Electronic Messaging System

Email and/or FTP site.

C. File Transfers Format

Microsoft Word, Excel and Project

Adobe PDF

AutoCAD 2020

Prime Consultant Cost Computations



**52nd Street & NE
Sunnyside Blvd.**

City of Marysville TBD
 KBA Job No. TBD
 Cost + Net fee (on DSC Only)
 Prepared On: 6/29/2022
 Prepared by: D. Mohler
 Annual Escalation on DSC 5%

	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023
	20	23	21	21	20	21	21	20	23	20	22	22
	160	184	168	168	160	168	168	160	184	160	176	176
	12%	12%	12%	11%	10%	4%	6%	8%	10%	11%	12%	12%
	179	206	188	186	176	175	178	173	202	178	197	197

Precon
 Construction (40 working days w/ signal pole procurement suspension)
 Closeout

ESTIMATE OF COSTS

CONFIDENTIAL & PROPRIETARY TO KBA, INC.

KBA Hours			2022 Rate	2023 Rate	Total Hours	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023
Dave Mohler	E6	Engineer / Professional VI	\$62.40	\$65.52	32	8	6	6	1	1	1	1	1	1	6		
Mark Hammer	E5	Resident Engineer/Inspector V	\$58.08	\$60.98	472	128	184	40	4	4	4	4	4	4	96		
Joanne Walker	P4	Project Controls IV	\$45.00	\$47.25	236	64	92	20	2	2	2	2	2	2	48		
Subtotal - KBA Labor Hours					740	200	282	66	7	7	7	7	7	7	150	-	-

Project Expenses				Rate	Tax	Loaded Rate	Total Costs	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023
Vehicle - 4 Door SUV																			
Monthly Lease Rate	DE		\$ 1,000	10.4%	\$1,104	\$ 1,104		1,104											
Daily Rate	DE		\$ 50.00	10.4%	\$55	\$ 1,540	605		275						660				
Miscellaneous Expenses																			
Office Supplies						\$ 253	253												
Subtotal - Direct Expenses							2,897	858	1,104	275	-	-	-	-	-	660	-	-	-

Subconsultants				Rate	Tax	Loaded Rate	Total Costs	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023
GeoTest (Materials Testing)							\$ 2,500	1,000	1,500										
Subtotal - Subconsultant Costs							2,500	1,000	1,500	-	-	-	-	-	-	-	-	-	-

Combined Costs				2022 Rate	2023 Rate	Total DSC	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	
Dave Mohler	E6	Engineer / Professional VI	\$62.40	\$65.52	2,025	499	374	374	62	62	62	66	66	66	393	-	-	-	
Mark Hammer	E5	Resident Engineer/Inspector V	\$58.08	\$60.98	27,727	7,434	10,687	2,323	232	232	232	244	244	244	5,854	-	-	-	
Joanne Walker	P4	Project Controls IV	\$45.00	\$47.25	10,742	2,880	4,140	900	90	90	90	95	95	95	2,268	-	-	-	
Direct Salary Costs					2022	2023	\$ 40,494	10,813	15,201	3,598	385	385	385	404	404	404	8,516	-	-
Overhead (Home) @					155.78%	155.78%	3,154	778	583	583	97	97	102	102	102	612	-	-	
Overhead (Field) @					146.37%	146.37%	56,307	15,097	21,702	4,718	472	472	472	495	495	495	11,889	-	-
Subtotal Overhead					2022	2023	\$ 59,461	15,875	22,285	5,301	569	569	597	597	597	12,501	-	-	
Fee on DSC					30.00%	30.00%	12,148	3,244	4,560	1,079	115	115	121	121	121	2,555	-	-	
Subtotal (DSC + OH + Fee)							\$ 112,103	29,932	42,047	9,978	1,069	1,069	1,069	1,123	1,123	1,123	23,572	-	-
Direct Expenses (No Markup)							2,897	858	1,104	275	-	-	-	-	-	660	-	-	
Subconsultant(s)							2,500	1,000	1,500	-	-	-	-	-	-	-	-	-	
Management Reserve							-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL INVOICED							\$ 117,500	31,790	44,651	10,253	1,069	1,069	1,069	1,123	1,123	1,123	24,232	-	-

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. 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.

GeoTest Services, Inc.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- 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

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

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

City Official

Other

of the **City of Marysville**, and **KBA, Inc.**

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; o
- 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 **City of Marysville**

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

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 statues 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; an
 - 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

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 require 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

Exhibit G-4 Certification 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 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.

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has 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.

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.

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) total a \$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.

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 associate 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

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Local Agency Agreement Supplement with WSDOT for the Sunnyside Blvd & 52 nd ST NE Signalization project	
PREPARED BY:	DIRECTOR APPROVAL:
Nick Greene, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Local Agency Agreement Supplement Local Agency Federal Aid Project Prospectus	
BUDGET CODE:	AMOUNT:
30500030.563000.R2001	N/A
SUMMARY:	

The City was awarded \$535,940.00 in federal transportation funds (Congestion Mitigation and Air Quality Improvement (CMAQ) Program), towards the 52nd ST NE and Sunnyside Blvd & 52nd ST NE Signalization project. Council approved the funding agreement on March 28, 2022.

The project bid opening occurred on July 13, 2022. The bid amount exceeded the engineer's estimate. An additional \$481,431.00 was requested from the WSDOT, detailed in the attached supplemental agreement to fund the difference in the project. The total federal funding allocation for construction is \$1,020,371.00. Award of the project is also included in the July 25, 2022 Council agenda.

Since this is a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate construction funds. The agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding. The Local Agency Agreement Supplement and update Local Agency Federal Aid Project Prospectus replaces the original agreement and prospectus to include the additional award.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the attached Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus for the Sunnyside Blvd and 52nd St NE Signalization Project.



Local Agency Agreement Supplement

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement. The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Length

Termini

Description of Work No Change

Reason for Supplement

Are you claiming indirect cost rate? Yes No Project Agreement End Date
Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency					
	b. Other					
Federal Aid Participation Ratio for PE	c. Other					
	d. State Services					
	e. Total PE Cost Estimate (a+b+c+d)					
Right of Way %	f. Agency					
	g. Other					
Federal Aid Participation Ratio for RW	h. Other					
	i. State Services					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction %	k. Contract					
	l. Other					
	m. Other					
Federal Aid Participation Ratio for CN	n. Other					
	o. Agency					
	p. State Services					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
	r. Total Project Cost Estimate (e+j+q)					

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By
Director, Local Program
Date Executed

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	

Agency		CA Agency Yes No		Federal Program Title 20.205 Other	
Project Title			Start Latitude N		Start Longitude W
			End Latitude N		End Longitude W
Project Termini From-To			Nearest City Name		Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.					
Total					

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Local Agency Contact Person		Title		Phone	
Mailing Address			City	State	Zip Code
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency	Project Title	Date
--------	---------------	------

Type of Proposed Work			Roadway Width	Number of Lanes
Project Type (Check all that Apply)				
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

Geometric Design Data						
Description	Through Route			Crossroad		
Federal Functional Classification	Urban	Principal Arterial		Urban	Principal Arterial	
		Minor Arterial			Minor Arterial	
	Rural	Collector		Rural	Collector	
		Major Collector			Major Collector	
	NHS	Minor Collector		NHS	Minor Collector	
		Local Access			Local Access	
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

Performance of Work		
Preliminary Engineering Will Be Performed By	Others	Agency
	%	%
Construction Will Be Performed By	Contract	Agency
	%	%

Environmental Classification	
Class I - Environmental Impact Statement (EIS) Project Involves NEPA/SEPA Section 404 Interagency Agreement	Class II - Categorically Excluded (CE) Projects Requiring Documentation (Documented CE)
Class III - Environmental Assessment (EA) Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency	Project Title	Date
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Right of Way				
No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	Right of Way Needed <table border="1" style="width: 100%; text-align: center;"> <tr> <td data-bbox="613 273 966 390">No Relocation</td> <td data-bbox="966 273 1523 390">Relocation Required</td> </tr> </table>		No Relocation	Relocation Required
No Relocation	Relocation Required			

Utilities	Railroad
No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract	No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks


This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date _____ Agency
 By _____ Mayor/Chairperson

Index #14

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

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
A resolution of the City of Marysville proposing to adopt a Public Participation Plan for the 2024 Comprehensive Plan periodic update.	
PREPARED BY:	DIRECTOR APPROVAL:
Angela Gemmer, Senior Planner – Long Range	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Resolution 2. Attachment A – Public Participation Plan 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City of Marysville is currently beginning the periodic review and update of its comprehensive plan as required by the Washington State Growth Management Act (GMA) (RCW [36.70A.130\(5\)](#)). The Comprehensive Plan is the City of Marysville’s 20 year plan to accommodate growth. The Plan covers the City’s vision for land use, housing, environment, economic development, transportation, parks and recreation, utilities, public facilities and services, and capital facilities.

Periodic reviews and amendments to the comprehensive plan are needed to ensure consistency with GMA requirements, and are required to occur every eight years. The City’s most recent periodic Comprehensive Plan update was in 2015. The current update must be completed by December 31, 2024.

The Revised Code of Washington (RCW) [36.70A.130](#) requires counties and cities to establish and broadly disseminate a public participation plan consistent with RCW [36.70A.035](#) and [36.70A.140](#). The City of Marysville’s Public Participation Plan outlines how the City will engage the community throughout the 2024 Comprehensive Plan update process. Since the update will be ongoing up to December 2024, a work plan will be posted, and updated as necessary, to the [project website](#). Staff will be briefing Planning Commission on the Public Participation Plan on July 12th and incorporating any feedback they may have into the Plan. Staff anticipates presenting the Public Participation Plan to City Council for consideration and adoption by Resolution on July 25th.

RECOMMENDED MOTION: Move to adopt Resolution No. _____ establishing a Public Participation Plan for the 2024 Comprehensive Plan periodic update.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, ADOPTING A PUBLIC PARTICIPATION PLAN FOR THE
2024 COMPREHENSIVE PLAN UPDATE PURSUANT TO RCW 36.70A.130.**

WHEREAS, the Washington State Growth Management Act (GMA) of 1990, Chapter 36.70A RCW establishes statewide goals, guidelines, and procedural requirements to guide the development, coordination, and implementation of long range plans; and

WHEREAS, Snohomish County adopted Countywide Planning Policies to provide a general framework for implementation of the GMA in Snohomish County; and

WHEREAS, in order to implement the requirements of the GMA and the Countywide Planning Policies, the City of Marysville adopted a 2015 Comprehensive Plan (Ordinance 3000) with appropriate public notice, community engagement, and environmental review; and

WHEREAS, the GMA requires the City of Marysville to review and, if needed, revise the Comprehensive Plan by December 31, 2024, to ensure compliance with the requirements of the GMA; and

WHEREAS, a Public Participation Plan (Attachment A) has been prepared to afford the public with an opportunity to be informed about, review, comment, and provide suggestions on the amendments to the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the 2024 City of Marysville Comprehensive Plan Periodic Update Public Participation Plan, attached hereto as Attachment A, is hereby adopted.

ADOPTED by the City Council at an open public meeting this 25th day of July, 2022.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



2024 Comprehensive Plan Update Public Participation Plan

INTRODUCTION

The City of Marysville is currently beginning the periodic review and update of its comprehensive plan as required by the Washington State Growth Management Act (GMA) (RCW [36.70A.130\(5\)](#)). The GMA requires that Snohomish County and its cities periodically review and amend their comprehensive plans to ensure consistency with GMA requirements.

GROWTH MANAGEMENT ACT

The Growth Management Act (GMA) is a series of state statutes, first adopted in 1990, that requires fast-growing cities and counties to develop a comprehensive plan to manage their population growth. It is primarily codified under [Chapter 36.70A RCW](#), although it has been amended and added to in several other parts of the RCW. The core purpose of the GMA is to direct growth to designated Urban Growth Areas (UGAs) in order to more efficiently provide public services and facilities, minimize urban sprawl, and preserve and protect natural resources, farmland, and sensitive areas. Growth is required to be managed through counties and cities designating urban growth areas, identifying and protecting critical areas and natural resource lands, preparing comprehensive plans, and implementing them through capital investments and development regulations.

COMPREHENSIVE PLAN

The Comprehensive Plan is the City of Marysville's 20 year plan to accommodate growth. The Plan covers the City's vision for growth, land use, housing, environment, economic development, transportation, parks and recreation, utilities, public facilities and services, and capital facilities. The City's most recent periodic Comprehensive Plan update was in 2015.

COMPREHENSIVE PLAN AMENDMENTS AND UPDATES

The GMA requires that cities and counties update their Comprehensive Plans every eight years. During the update, population and employment growth forecasts are amended to align with State and county projections; existing policies are reviewed and new policies are developed to ensure that they are still relevant and reflect the community's vision; and updates occur to align with federal, state and local requirements. The Comprehensive Plan update will include population and employment growth projections for the next 20 years (through 2044). The Comprehensive Plan update must be completed by December 30, 2024.

PUBLIC PARTICIPATION PLAN

The City of Marysville will engage and inform residents, businesses, and other community members throughout the Comprehensive Plan update process as outlined in this document. The periodic update to the Comprehensive Plan is needed in order to provide new employment and growth projections, plan for utilities and transportation improvements to accommodate the anticipated growth, ensure compliance with new or amended laws and regional guidance, and amend or craft policies to advance local needs,

and correct errors, as necessary. The Comprehensive Plan update efforts began in spring 2022 and are projected to be completed by June 2024 although the deadline has been extended to December 30, 2024.

The Revised Code of Washington (RCW) [36.70A.130](#) requires counties and cities to establish and broadly disseminate a public participation plan consistent with RCW [36.70A.035](#) and [36.70A.140](#) that identifies procedures and schedules whereby updates of the comprehensive plan are considered by the governing body of the county or city. The City of Marysville's Public Participation Plan outlines the measures to engage the community throughout the 2024 Comprehensive Plan update process. Since the update will be ongoing through 2024, modifications to this plan may be issued, and will be available on the [project website](#).

Public participation is an important aspect of the Comprehensive Plan update. This Public Participation Plan endeavors to achieve the following:

- Inform the public about: the update, opportunities to review amendments and provide feedback, and the adoption process;
- Provide a central location for project information;
- Obtain feedback from diverse perspectives, and engage with all segments of the community including: citizens, property owners, neighboring jurisdictions and tribes, community groups, underserved or underrepresented groups, and other stakeholders;
- Offer a variety of opportunities to participate throughout the process, have comments considered, and incorporate comments as appropriate; and
- Promote continuous participation and engagement throughout the process, and integrate feedback prior to formal decision-making.

COMMUNICATION TOOLS

The following communication tools will be used to inform the public about the opportunity to comment, and to encourage participation.

- **Website:** The City's website hosts a page for the 2024 Comprehensive Plan Update that will include status updates, notices, documents, and other project information. This webpage is available at the following link: [project website](#). The work plan, and amendments to it, will be posted on the website.
- **Email Distribution List:** An email distribution list of interested parties has been created. Those on the email distribution list will receive notices regarding upcoming meetings, when review materials are available, and at other key steps in the process. Interested parties can request to be added to the email distribution list by emailing Marysville2044@marysvillewa.gov or calling Angela Gemmer, Senior Planner – Long Range, at 360.363.8240.
- **Social Media:** Social media will be used to provide project updates and obtain feedback from the public. Most social media will direct the public back to the [Comprehensive Plan update page](#).
- **Press Releases:** Press releases will be issued as necessary to let the public know about the Comprehensive Plan update, when key documents are available, and when important meetings or hearings will be conducted.
- **Notices and Informational Posters:** Public notices will be posted for environmental determinations, in advance of the public hearing, etc., and informational posters may be posted, as needed. Notices and posters are anticipated to be posted at City Hall, the public library, post offices, in the Herald, and other community locations as appropriate.

- **Written Comment:** The City welcomes written comments by email or letter. Public comments will be provided to Planning Commission and City Council.
 - **Email comments** should be sent to: Marysville2044@marysvillewa.gov.
 - **Written comments** should be sent to: Haylie Miller, Community Development Director, Community Development Department, 80 Columbia Avenue, Marysville, WA 98270. Please note that Community Development will be moving to the new Civic Campus soon. Please check our project webpage for updates on the status of the move. Once at the Civic Campus, correspondence should be sent to: Haylie Miller, Community Development Director, Community Development Department, 501 Delta Avenue, Marysville, WA 98270.

OUTREACH EFFORTS

- **Survey(s):** Surveys are a great way to obtain feedback from the entire community, and to include those that are unable to attend meetings. Online surveys are anticipated to be conducted quarterly. Community Development will work with the City's communications team to advertise the surveys through the homepage on the City's webpage, the Comprehensive Plan update webpage, press releases, social media, city publications, and email notices.
- **Story Maps/ Social Pinpoint:** The 2024 Comprehensive Plan update is expected to use interactive story maps from Social Pinpoint that will be linked to the project website. More information on Social Pinpoint is available [here](#). These maps will show key areas of the City using GIS (Geographic Information Systems) that allow the public to provide comments on the map for plan alternatives, different land use scenarios, and other concepts. This a great way for the public to share feedback in a clear and compelling way that will be helpful to decision-makers.
- **Community Group Presentations:** City staff may reach out to different community groups and stakeholders to brief them on the 2024 Comprehensive Plan update, obtain feedback, or provide presentations on topics of interest.
- **Stakeholder Outreach:** Staff will reach out to tribal entities, neighboring jurisdictions, community groups, and other interested parties as needed.
- **Community Events:** Staff may conduct outreach activities at community events and activities that are occurring within the City.
- **Planning Commission:** The Planning Commission serves in an advisory capacity to the Mayor and City Council on Comprehensive Plan amendments, zoning code amendments, and other land use issues. The Planning Commission will be briefed on, discuss, and consider the various amendments to the Plan that are proposed, and ultimately make a recommendation to City Council. All Planning Commission meetings are open to the public and members of the community are welcome to attend.
- **Public Hearings:** A public hearing(s) will be conducted by the Planning Commission. The Planning Commission will make a recommendation to the City Council for consideration and action. The Public Hearing will provide an opportunity for both verbal and written public testimony.
- **City Council:** The City Council will be briefed periodically on the Comprehensive Plan update as it progresses, and feedback will be solicited as necessary. After a public hearing, the Planning Commission's recommendation on the Comprehensive Plan will be provided to the City Council. City Council will review the recommendation at a public work session, and take action on the recommendation at a City Council meeting.

Index #15

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7-25-22

AGENDA ITEM: Interagency Reimbursement Agreement with Administrative Office of the Courts	AGENDA SECTION:	
PREPARED BY: Suzanne Elsner, Court Administrator	AGENDA NUMBER:	
ATTACHMENTS: Agreement and funds list	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: 0	

The purpose of this contract is to allow the City of Marysville access to funds for reimbursement of extraordinary judicial, prosecutorial or defense related costs of resentencing and vacating the sentences of defendant whose convictions or sentences are affected by the State v Blake decision.

It will also allow the reimburse of funds paid by the City for legal and financial obligations for those cases affected by the State v Blake decision.

RECOMMENDED ACTION: Authorize the Mayor to sign the Interagency Reimbursement Agreement with AOC
COUNCIL ACTION:

**INTERAGENCY REIMBURSEMENT AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND**

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and *City of Marysville* for the purpose of reimbursing *Marysville* (City) for extraordinary costs of resentencing and vacating sentences under *Blake* and for the cost of refunding legal financial obligations (LFOs) under the *Blake* decision.

1. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Cities and Municipal Courts with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in are affected by the *State v. Blake* decision, and to provide reimbursements to assist Cities and Municipal Courts who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Municipal Court are affected by the *State v. Blake* decision.

2. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the City up to a maximum of *432,118.00* for extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision incurred during the period of February 25, 2021 to June 30, 2023. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.
- B. LFO Reimbursement. AOC will reimburse the City up to a maximum of *373,192.00* for payments made by the City during the period February 25, 2021 to June 30, 2023 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 2 (b) will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by

agreement of the parties. Nothing in this Agreement requires the City to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.

- C. General. AOC shall provide reimbursement to the City for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes.

4. TERMS OF REIMBURSEMENT

a) The City shall request reimbursement as follows:

1. The City will submit its A-19 invoices monthly to payables@courts.wa.gov.

A-19 invoices submitted under this agreement must include:

- a. Payment documents from the City indicating the amounts expended, the recipients, and the date of expenditure.
- b. Sufficient information to allow AOC to determine that the costs reimbursed are extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake*.
- c. Proper coding for expenses under both 2.A. and B. For expenses under 2.A. must be coded **40021070**, and reimbursement under 2.B. must be coded **40022090**.

2. The City shall provide a monthly report to AOC that must contain at a minimum:

- a. A list of any case numbers associated with the services provided;
- b. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
- c. The amount of LFOs reimbursed, with the case number associated with that amount.
- d. Any positions supported by these funds, broken down by judicial, prosecutorial, and defense-related positions; and
- e. Data, including case numbers and aggregate data on the number and type of cases:
 - i. Vacated under *Blake*;

- ii. Resentenced under *Blake*; and
 - iii. Being worked on under *Blake*.
- b) By May 1, 2023, the City agrees to report any allocated funds under either 2. A. or B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate funds that are reported to be unable to be spent.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

7. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

8. SEVERABILITY

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

9. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	City Program Manager
Christopher Stanley Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 christopher.stanley@courts.wa.gov (360) 357-2406	

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name</i>	_____ <i>Name</i>		
_____ <i>Title</i>	_____ <i>Title</i>		

FORM
A 19-1A
 (Rev. 5/91)



STATE OF WASHINGTON
INVOICE VOUCHER

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.

AGENCY NAME
Office of the Administrator for the Courts
VENDOR OR CLAIMANT (Warrant is to be payable to)

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY _____
 (SIGN IN INK)

 (TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S. Do not fill in. Attach a W-9 form)	RECEIVED BY	DATE RECEIVED
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DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	FOR AGENCY USE

PREPARED BY	TELEPHONE NUMBER	DATE	AGENCY APPROVAL	DATE
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DOC. DATE	PMT DUE DATE	CURRENT DOC. NO.	REF DOC.	VENDOR NUMBER	VENDOR MESSAGE	UBI NUMBER
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REF DOC SLIP	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
				APPN INDEX	PROGRAM INDEX											

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER
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Blake LFO Pool Distribution
10-Year LFO AR Paid, RCW 69.50.4013

Blake LFO Pool Appropriation	10,000,000	11,500,000
Blake LFO Pool Distribution	9,500,000	11,000,000

**\$500,000 was held back from each pool to account for potential omissions.*


Court Name	Court Level	Average 10-Year AR Paid	Pct Total	Distribute Blake Munis LFO Pool	Distribute Blake Muni Costs Pool
EVERSON-NOOKSACK MUNICIPAL COURT	Municipal	81,010	0.26%	25,133	29,102
FEDERAL WAY MUNICIPAL COURT	Municipal	825,923	2.70%	256,242	296,701
FERNDALE MUNICIPAL COURT	Municipal	255,568	0.83%	79,290	91,809
FIFE MUNICIPAL COURT	Municipal	791,389	2.58%	245,528	284,295
FIRCREST MUNICIPAL COURT	Municipal	126,271	0.41%	39,176	45,361
GIG HARBOR MUNICIPAL COURT	Municipal	180,243	0.59%	55,920	64,750
GRAND COULEE MUNICIPAL COURT	Municipal	3,563	0.01%	1,105	1,280
GRANGER MUNICIPAL COURT	Municipal	25,036	0.08%	7,767	8,994
HOQUIAM MUNICIPAL COURT	Municipal	133,902	0.44%	41,543	48,102
ISSAQUAH MUNICIPAL COURT	Municipal	479,136	1.56%	148,651	172,123
KENT MUNICIPAL COURT	Municipal	1,604,870	5.24%	497,909	576,526
KIRKLAND MUNICIPAL COURT	Municipal	1,428,037	4.66%	443,047	513,002
KITTITAS MUNICIPAL COURT	Municipal	4,753	0.02%	1,474	1,707
LACEY VIOLATIONS BUREAU	Municipal	70,675	0.23%	21,927	25,389
LAKE FOREST PARK MUNICIPAL COURT	Municipal	267,014	0.87%	82,841	95,921
LAKEWOOD MUNICIPAL COURT	Municipal	1,015,640	3.32%	315,101	364,854
LONG BEACH MUNICIPAL COURT	Municipal	10,821	0.04%	3,357	3,887
LYNDEN MUNICIPAL COURT	Municipal	227,237	0.74%	70,500	81,632
LYNNWOOD MUNICIPAL COURT	Municipal	1,613,172	5.27%	500,485	579,509
MARYSVILLE MUNICIPAL COURT	Municipal	1,202,880	3.93%	373,192	432,118
MCCLEARY MUNICIPAL COURT	Municipal	7,380	0.02%	2,290	2,651
MEDICAL LAKE MUNICIPAL COURT	Municipal	8,821	0.03%	2,737	3,169
MERCER ISLAND MUNICIPAL COURT	Municipal	218,807	0.71%	67,885	78,603
MILTON MUNICIPAL COURT	Municipal	195,775	0.64%	60,739	70,329
MONROE MUNICIPAL COURT	Municipal	396,068	1.29%	122,880	142,282
MONTESANO MUNICIPAL COURT	Municipal	53,596	0.18%	16,628	19,254
MOUNT VERNON MUNICIPAL COURT	Municipal	250,719	0.82%	77,785	90,067
MOXEE CITY MUNICIPAL COURT	Municipal	7,079	0.02%	2,196	2,543
NAPAVINE MUNICIPAL COURT	Municipal	30,174	0.10%	9,361	10,840
NORTH BONNEVILLE MUNICIPAL COURT	Municipal	5,936	0.02%	1,842	2,133
OAKVILLE MUNICIPAL COURT	Municipal	5,833	0.02%	1,810	2,095
OCEAN SHORES MUNICIPAL COURT	Municipal	71,799	0.23%	22,276	25,793
OLYMPIA MUNICIPAL COURT	Municipal	485,252	1.58%	150,549	174,320
OMAK MUNICIPAL COURT	Municipal	13,339	0.04%	4,138	4,792

Index #16

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Project Acceptance – 8 th ST Improvements	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Notice of Physical Completion Letter	
BUDGET CODE:	AMOUNT:
30500030.563000, TB101	N/A
SUMMARY:	

The 8th Street Improvements project included a full asphalt overlay of 8th Street from State Avenue to Ash Avenue, traffic signal modifications at 8th/State to provide dedicated left turns in the east and westbound direction, curb extensions and conversion to an all-way stop at the intersection of 8th/Cedar, installation of “pork chop” islands at the intersections of 5th/State and 7th/State, and miscellaneous utility, sidewalk and roadway striping modifications. These improvements were required to mitigate the traffic impacts from the civic campus project.

City Council awarded the project to SRV Construcion, Inc. on November 22, 2021 in the amount of \$684,910.50, as well as a management reserve of \$68,491.05, for a total allocation of \$753,401.55.

The project was completed at a cost of \$603,485.66, which was below the awarded amount and therefore Management reserve was not used

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.

RECOMMENDED MOTION:

I move to authorize the Mayor to accept the 8th Street Improvements project, starting the 60-day lien filing period for project closeout.



July 1, 2021

SRV Construction
Attn: Jim Jauron
PO Box 507
Anacortes, WA 98221

MARYSVILLE
PUBLIC WORKS

SUBJECT: 8th ST Improvements – NOTICE OF PHYSICAL COMPLETION

Dear Jim,

In accordance with Section 01 70 00 of the Special Provisions, this project was considered physically complete as of June 1, 2022. 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:

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

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

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

Kyle Woods
Project Engineer

(360) 363-8100


Public Works
80 Columbia Avenue
Marysville, WA 98270

Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Project Acceptance - 2021 Pavement Preservation Program	
PREPARED BY:	DIRECTOR APPROVAL:
Nick Greene, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Physical Completion Letter	
BUDGET CODE:	AMOUNT:
11430090.548000.TB003	N/A
SUMMARY:	

The 2021 Pavement Preservation project included pavement repair, planing bituminous pavement, 2-inch asphalt pavement resurfacing, sidewalk ramp replacement to meet ADA standards, utility adjustments, channelization, restoration and other miscellaneous work on 47th Ave NE from 76th St NE to 84th St NE and on State Avenue from Grove Street to 80th St NE. The project was funded by the Transportation Benefit District.

The City Council awarded the 2021 Pavement Preservation to Cadman Materials, Inc on June 14, 2021 for the bid amount of \$795,592.50 including a management reserve of \$79,559.25 for a total allocation of \$875,151.75. The project was completed in the amount of \$754,959.98, or \$40,632.352 (5.1%) below the bid amount.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

RECOMMENDED MOTION:

I move to authorize the Mayor to accept the 2021 Pavement Preservation Program project, starting the 60-day lien filing period for project closeout.



MARYSVILLE
PUBLIC WORKS

Apr 11, 2022

Cadman Materials, Inc
Attn: Satya,
7554 185th Ave NE, Suite 100
Redmond, WA 98052

Subject: **2021 Pavement Preservation Program – TB003**
Notice of Physical Completion of Project

Dear Satya,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of 4/11/2022.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond upon receipt of 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
4. Affidavits of Wages Paid (including all subcontractors)

Thank you Satya.

Best,

Nick Greene, EIT
Project Engineer

(360) 363-8100


Public Works
80 Columbia Avenue
Marysville, WA 98270

Index #18

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Project Acceptance – Jennings Park Pickleball Courts	
PREPARED BY:	DIRECTOR APPROVAL:
David Rasar, Engineering Technician	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Notice of Physical Completion Letter	
BUDGET CODE:	AMOUNT:
31000076.563000.P2102	N/A
SUMMARY:	

The Jennings Park Pickleball Courts Project consisted of the construction of eight pickleball courts at Jennings Park including fencing and court surfacing as well as associated stormwater utilities.

City Council awarded the project to Matia Contractors, Inc. on July 12, 2021 in the amount of \$239,395.14, as well as a management reserve of \$11,969.76, for a total allocation of \$251,364.90. The project was completed at a cost of \$231,577.74, which was \$7,817.40 or 3.27% below the bid amount.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

RECOMMENDED MOTION:

I move to authorize the Mayor to accept the Jennings Park Pickleball Courts project, starting the 60-day lien filing period for project closeout.



MARYSVILLE
PUBLIC WORKS

July 8, 2022

Matia Contractors, Inc.
Attn: Nick Wylie
2112 Buchanan Loop
Ferndale, WA 98248

SUBJECT: JENNINGS PARK PICKLEBALL COURTS – NOTICE OF PHYSICAL COMPLETION

Dear Nick,

This project was considered physically complete as of Monday, June 20th, 2022. 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.

David Rasar
Engineering Technician

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270

Index #19

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM: Amendments to the Municipal Code regarding protection orders	
PREPARED BY: Jon Walker	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	
<p>The legislature reorganized and amended the RCW’s regarding protection orders in a 127 page bill that became effective this month. Several statutes were repealed and recodified in chapter 7.105 RCW, such as those addressing anti-harassment orders and domestic violence orders issued in a civil case. While under MMC 6.06.020, amendment, repeal, and recodification of statutes previously adopted by the City automatically become part of the municipal code, in this case I recommend amending the code to provide clarity. In addition to adopting RCW’s relevant to anti-harassment and civil domestic violence orders, this ordinance also adopts a RCW that imposes criminal penalties for persons who either provide materially false information with a petition for an extreme risk protection order (ERPO) or file a petition for an ERPO with the intent to harass the person who would be subject to the ERPO. An ERPO prohibits a person from possessing firearms when the court finds that the person’s possession of firearms poses a significant danger of causing personal injury to the person or others in the near future. RCW 7.105.330. This ordinance would also adopt an RCW that imposes criminal penalties for a person who possesses a firearm in violation of an ERPO.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council consider specifically adopting RCW’s related to criminal penalties related to civil protection orders and extreme risk protection orders.</p> <p>RECOMMENDED MOTION: I move to adopt Ordinance No. ____</p>
--

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, RELATING TO PROTECTION ORDERS AND AMENDING
SECTIONS 6.50.010 AND 6.56.010 OF THE MUNICIPAL CODE.**

WHEREAS, title 6 of the municipal code, Penal Code, addresses crimes including the violation of protection orders; and

WHEREAS, the City Council has adopted various RCW's that define protection order violations so these may be prosecuted in municipal court; and

WHEREAS, the legislature repealed and recodified several statutes regarding protection orders SHB 1901; and

WHEREAS, although section 6.06.020 of the municipal code automatically adopts repealers and recodifications, protection orders are an important tool for public safety; and

WHEREAS, specifically adopting RCW's in regard to protection orders provides clarity and thereby will enhance public safety.

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

A. SECTION 1. Section 6.50.010 of the municipal code is amended as set forth in Exhibit

B. SECTION 2. Section 6.56.010 of the municipal code is amended as set forth in Exhibit

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. 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 _____, 2022.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

6.50.010 Statutes incorporated by reference.

The following statutes regarding harassment are incorporated by reference:

RCW

9.61.260 Cyberstalking.

9A.46.010 Legislative finding.

9A.46.020 Definition – Penalties.

9A.46.030 Place where committed.

9A.46.040 Court ordered requirements upon person charged with crime – Violation.

9A.46.050 Arraignment – No-contact order.

9A.46.060 Crimes included in harassment.

9A.46.070 Enforcement of orders restricting contact.

9A.46.080 Order restricting contact – Violation.

9A.46.090 Liability of peace officer.

9A.46.100 Convicted – Time when.

9A.46.110 Stalking.

10.14.020 Definitions.

~~10.14.120 Disobedience of order – Penalties.~~

~~10.14.170 Criminal penalty.~~

EXHIBIT B

6.56.010 Statutes incorporated by reference – Domestic violence.

The following statutes regarding domestic violence are incorporated by reference:

RCW

7.105.010 Definitions.

7.105.450 Enforcement and penalties—Other than antiharassment protection orders and extreme risk protection orders.

7.105.455 Enforcement and penalties—Antiharassment protection orders.

7.105.460 Enforcement and penalties—Extreme risk protection orders—False petitions.

7.105.465 Enforcement and penalties—Knowledge of order.

RCW 7.105.470 Enforcement—Prosecutor assistance.

9A.36.150 Interfering with the reporting of domestic violence.

10.99.020 Definitions.

10.99.040 Duties of court – No-contact order.

10.99.050 Victim contact – Restriction, prohibition – Violation, penalties – Written order – Procedures – Notice of change.

26.09.300 Violation of a restraining order issued in a dissolution proceeding.

~~26.50.110 Violation of a protective order issued in a civil domestic violence proceeding.~~

Index #20

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
An Ordinance Amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3160	
PREPARED BY:	DIRECTOR APPROVAL:
Crystil Wooldridge, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Draft Ordinance	
BUDGET CODE:	AMOUNT:
Various	
SUMMARY:	
Proposed amendments to the 2021-2022 Biennial Budget includes one reclassification as described below:	
<u>Senior Financial Analyst Reclassification</u> – Reclassify the Financial Analyst (pay code N113) to a Senior Financial Analyst (pay code M114).	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute an ordinance amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3160.
RECOMMENDED MOTION:
I move to authorize the Mayor to sign and execute Ordinance No. _____.

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:

<u>Fund Title</u>	<u>Fund No.</u>	<u>Description</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Amount of Inc/(Dec)</u>
General Fund	001	Beginning Fund Balance	\$ 14,447,658	\$ 14,447,658	\$ -
General Fund	001	Revenue	111,121,799	111,121,799	-
General Fund	001	Expenditures	118,067,175	118,073,175	6,000
General Fund	001	Ending Fund Balance	7,502,282	7,496,282	(6,000)

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 _____, 2022.

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 – 2021-2022
Amendment Account Detail

Description	Beginning Cash Balance Adjustment	Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund				
<u>2022</u>				-
Finance - Reclassification: Senior Financial Analyst			6,000	(6,000)
Total General Fund	-	-	6,000	(6,000)

EXHIBIT B – 2021-2022 Compensation Grids

CITY OF MARYSVILLE
MANAGEMENT PAY GRID 2022

2.0% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M112	No Position	\$ 76,116 \$ 36.60	\$ 78,405 \$ 37.70	\$ 80,736 \$ 38.81	\$ 83,154 \$ 39.97	\$ 85,680 \$ 41.19	\$ 88,227 \$ 42.42	\$ 90,882 \$ 43.70	\$ 93,171 \$ 44.80	\$ 95,480 \$ 45.90
M113	Assistant Court Administrator Athletic Supervisor Community Center Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor Legal Services Project Manager	\$ 82,960 \$ 39.88	\$ 85,442 \$ 41.08	\$ 88,033 \$ 42.32	\$ 90,645 \$ 43.57	\$ 93,386 \$ 44.90	\$ 96,193 \$ 46.25	\$ 99,064 \$ 47.62	\$ 101,546 \$ 48.82	\$ 104,073 \$ 50.03
M114	Human Resource Analyst Senior Financial Analyst	\$ 89,069 \$ 42.82	\$ 91,746 \$ 44.10	\$ 94,509 \$ 45.44	\$ 97,315 \$ 46.79	\$ 100,252 \$ 48.20	\$ 103,252 \$ 49.64	\$ 106,382 \$ 51.14	\$ 109,016 \$ 52.41	\$ 111,736 \$ 53.72
M115	Administrative Services Supervisor Training and Community Outreach Administrator Fleet and Facilities Supervisor	\$ 95,329 \$ 45.83	\$ 98,158 \$ 47.20	\$ 101,115 \$ 48.61	\$ 104,158 \$ 50.07	\$ 107,289 \$ 51.58	\$ 110,506 \$ 53.13	\$ 113,830 \$ 54.72	\$ 116,636 \$ 56.08	\$ 119,550 \$ 57.48
M116	Parks Maintenance Supervisor Prosecutor Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Operations Supervisor Water Resource Supervisor Safety and Risk Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 102,000 \$ 49.04	\$ 105,044 \$ 50.50	\$ 108,195 \$ 52.02	\$ 111,434 \$ 53.57	\$ 114,780 \$ 55.18	\$ 118,233 \$ 56.84	\$ 121,774 \$ 58.55	\$ 124,817 \$ 60.01	\$ 127,926 \$ 61.51
M117	Building Official Court Administrator Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer Traffic Engineer Manager IT Manager Human Resources Program Manager Communications Manager	\$ 107,072 \$ 51.48	\$ 110,290 \$ 53.02	\$ 113,592 \$ 54.61	\$ 117,003 \$ 56.25	\$ 120,544 \$ 57.96	\$ 124,127 \$ 59.68	\$ 127,861 \$ 61.48	\$ 131,057 \$ 63.01	\$ 134,338 \$ 64.59
M118	Development Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager	\$ 112,448 \$ 54.06	\$ 115,794 \$ 55.67	\$ 119,270 \$ 57.34	\$ 122,853 \$ 59.07	\$ 126,567 \$ 60.85	\$ 130,344 \$ 62.67	\$ 134,251 \$ 64.55	\$ 137,619 \$ 66.17	\$ 141,052 \$ 67.81
M119	Assistant Parks Director Utility Manager Transportation and Parks Maintenance Manager	\$ 118,061 \$ 56.76	\$ 121,601 \$ 58.47	\$ 125,250 \$ 60.22	\$ 129,006 \$ 62.03	\$ 132,869 \$ 63.88	\$ 136,864 \$ 65.80	\$ 140,965 \$ 67.77	\$ 144,484 \$ 69.46	\$ 148,110 \$ 71.21
M120	Assistant City Engineer	\$ 123,954 \$ 59.59	\$ 127,667 \$ 61.37	\$ 131,488 \$ 63.22	\$ 135,460 \$ 65.13	\$ 139,519 \$ 67.08	\$ 143,707 \$ 69.08	\$ 148,024 \$ 71.17	\$ 151,716 \$ 72.94	\$ 155,514 \$ 74.77
M121	No Position	\$ 130,171 \$ 62.59	\$ 134,079 \$ 64.46	\$ 138,072 \$ 66.38	\$ 142,217 \$ 68.37	\$ 146,491 \$ 70.43	\$ 150,895 \$ 72.54	\$ 155,429 \$ 74.73	\$ 159,292 \$ 76.58	\$ 163,264 \$ 78.49
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 136,669 \$ 65.71	\$ 140,749 \$ 67.67	\$ 144,980 \$ 69.71	\$ 149,363 \$ 71.81	\$ 153,831 \$ 73.96	\$ 158,429 \$ 76.16	\$ 163,179 \$ 78.45	\$ 167,280 \$ 80.43	\$ 171,446 \$ 82.43
M123	Assistant Police Chief	\$ 150,334 \$ 72.28	\$ 154,845 \$ 74.45	\$ 159,487 \$ 76.67	\$ 164,279 \$ 78.98	\$ 169,179 \$ 81.33	\$ 174,274 \$ 83.78	\$ 179,499 \$ 86.30	\$ 183,989 \$ 88.45	\$ 188,587 \$ 90.67
M124	Community Development Director Parks Director IS Director HR Director	\$ 157,846 \$ 75.89								\$ 202,035 \$ 97.13
M125	Finance Director	\$ 165,747 \$ 79.68								\$ 212,139 \$ 101.99
M126	Police Chief City Attorney Public Works Director	\$ 174,036 \$ 83.67								\$ 222,759 \$ 107.10
M130	Chief Administrative Officer	\$ 188,090 \$ 90.43								\$ 240,755 \$ 115.75

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

2.0% Increase

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									
	Community Support Specialist I									
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									
	Planning Assistant									
	Surface Water Specialist									
	Surface Water Inspector									
	Sr Systems & Operations Technician									
	Community Support Specialist II									
	N113	Associate Planner	\$ 82,960	\$ 85,442	\$ 88,012	\$ 90,645	\$ 93,365	\$ 96,193	\$ 99,064	\$ 101,546
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
		\$ 49.04	\$ 50.50	\$ 52.02	\$ 53.57	\$ 55.18	\$ 56.84	\$ 58.55	\$ 60.01	\$ 61.51

Teamsters Pay Grid 2022

2% Increase

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	\$54,833
		\$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										
Custodian Lead										
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										
Parks Maintenance 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 2022

5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Commander	\$ 143,886	\$ 148,196	\$ 152,644	\$ 157,232	\$ 161,959	\$ 165,990	\$ 170,137
	\$ 69.17	\$ 71.25	\$ 73.39	\$ 75.59	\$ 77.87	\$ 79.80	\$ 81.79

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					

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

January 1, 2022 - December 31, 2022

3% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	5,067	5,274	5,490	5,715	5,950	6,194	6,434
Custody Sergeant	7,037	7,246					
Custody Corporal	6,760	6,922					
Custody Officer	5,194	5,416	5,605	5,802	6,030	6,283	6,469

Index #21

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

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Zipty Fiber Northwest Franchise Amendment	
PREPARED BY:	DIRECTOR APPROVAL:
Burton Eggertsen	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
<ul style="list-style-type: none"> A. Proposed Ordinance & Amendment of Cable Franchise B. Cable Franchise Agreement C. First Amendment to Cable Franchise D. Second Amendment to Cable Franchise 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Zipty Fiber Northwest, LLC (“Zipty”) is the authorized holder of a cable-system franchise in Marysville (the “Franchise,” attached hereto as Exhibit B). The Franchise is set to expire on August 7, 2022. Zipty has requested that the term of the Franchise be extended by one year in order to provide it time to evaluate its operations in the City and to provide the parties time to negotiate a potential new franchise. The attached Third Amendment of Cable Franchise will extend the term of the Franchise by one year, to August 7, 2023.

The previous amendments to the Franchise, both of which also extended the term of the Franchise, are attached hereto as Exhibits C and D.

RECOMMENDED ACTION: Staff recommends Council consider approving the extension of the term of the Franchise by one year, and authorizing the Mayor to sign the Third Amendment of Cable Franchise.

PROPOSED MOTION: I move to approve the extension of the term of the Franchise by one year and to authorize the Mayor to execute the Third Amendment of Cable Franchise.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, EXTENDING THE TERM OF A FRANCHISE GRANTED TO
ZIPLY FIBER NORTHWEST, LLC.**

WHEREAS, Ziplly Fiber Northwest, LLC (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

WHEREAS, the Franchise was originally granted to Verizon Northwest, Inc. on August 5, 2008; and

WHEREAS, Verizon Northwest, Inc. was later acquired by Frontier Communications Northwest, Inc., and the City approved this transfer of control in 2009; and

WHEREAS, Frontier Communications Northwest, Inc. was later acquired by Northwest Fiber, with Frontier Communications Northwest, Inc. becoming a subsidiary of Northwest Fiber, and the City approved this transfer of control in 2019; and

WHEREAS, the City and Frontier Communications Northwest, Inc. agreed to a one-year extension to the Franchise in 2020; and

WHEREAS, in 2021, Frontier Communications Northwest, Inc. reconstituted itself as a limited liability company, which was called Frontier Communications Northwest, LLC; and

WHEREAS, the City and Frontier Communications Northwest, LLC agreed to a one-year extension to the Franchise in 2021; and

WHEREAS, Frontier Communications Northwest, LLC subsequently changed its name to Ziplly Fiber Northwest, LLC (the current name of the Franchisee); and

WHEREAS, the Franchise is currently set to expire on August 7, 2022; and

WHEREAS, the City and Franchisee desire to extend the term of the Franchise for one year so that the Franchisee can continue to evaluate its operations in the City and to provide the parties additional time to negotiate a potential new franchise.

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

SECTION 1. The City approves the extension of the term of the Franchise by one year and the Mayor is authorized to execute the Third Amendment of Cable Franchise attached hereto as

Exhibit A. All other terms and conditions contained in the Franchise shall remain in full force and effect.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

THIRD AMENDMENT OF CABLE FRANCHISE

THIS THIRD AMENDMENT OF CABLE FRANCHISE is entered into as of the last signature date set forth below by and between the City of Marysville, Washington (the “City”) and Zply Fiber Northwest, LLC (the “Franchisee”).

WHEREAS, Zply Fiber Northwest, LLC (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

WHEREAS, the Franchise was originally granted to Verizon Northwest, Inc. on August 5, 2008; and

WHEREAS, Verizon Northwest, Inc. was later acquired by Frontier Communications Northwest, Inc., and the City approved this transfer of control in 2009; and

WHEREAS, Frontier Communications Northwest, Inc. was later acquired by Northwest Fiber, with Frontier Communications Northwest, Inc. becoming a subsidiary of Northwest Fiber, and the City approved this transfer of control in 2019; and

WHEREAS, the City and Frontier Communications Northwest, Inc. agreed to a one-year extension to the Franchise in 2020; and

WHEREAS, in 2021, Frontier Communications Northwest, Inc. reconstituted itself as a limited liability company, which was called Frontier Communications Northwest, LLC; and

WHEREAS, the City and Frontier Communications Northwest, LLC agreed to a one-year extension to the Franchise in 2021; and

WHEREAS, Frontier Communications Northwest, LLC subsequently changed its name to Zply Fiber Northwest, LLC (the current name of the Franchisee); and

WHEREAS, the Franchise is currently set to expire on August 7, 2022; and

WHEREAS, the City and Franchisee desire to extend the term of the Franchise for one year so that the Franchisee can continue to evaluate its operations in the City and to provide the parties additional time to negotiate a potential new franchise.

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

1. The term of the Franchise is hereby extended by one year, and shall now expire on August 7, 2023. All other terms and conditions contained in the Franchise shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of the last date written below.

ZIPLY FIBER NORTHWEST, LLC:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney

CABLE FRANCHISE AGREEMENT
BETWEEN
THE CITY OF MARYSVILLE, WASHINGTON
AND
VERIZON NORTHWEST INC.

TABLE OF CONTENTS

ARTICLE	PAGE
1. DEFINITIONS	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	7
3. PROVISION OF CABLE SERVICE.....	9
4. FTTP NETWORK OPERATION.....	11
5. SYSTEM FACILITIES	11
6. EG SERVICES.....	11
7. FRANCHISE FEES	14
8. CUSTOMER SERVICE	15
9. REPORTS AND RECORDS	15
10. INSURANCE AND INDEMNIFICATION	17
11. TRANSFER OF FRANCHISE.....	18
12. RENEWAL OF FRANCHISE.....	18
13. ENFORCEMENT AND TERMINATION OF FRANCHISE	19
14. MISCELLANEOUS PROVISIONS.....	22
EXHIBIT A - SERVICE AREAS	
EXHIBIT B - MUNICIPAL BUILDING TO BE PROVIDED FREE CABLE SERVICE	
EXHIBIT C - EG ORIGINATION SITES	
EXHIBIT D- SAMPLE REMITTANCE FORM	
EXHIBIT E - CUSTOMER SERVICE STANDARDS	

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the City of Marysville, a duly organized municipal corporation under the applicable laws of the State of Washington (the "City") and Verizon Northwest Inc., a corporation duly organized under the applicable laws of the State of Washington (the "Franchisee").

WHEREAS, the City wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, the City is a "franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to federal and Washington state law;

WHEREAS, Franchisee is in the process of installing a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Franchise Area for the transmission of Non-Cable Services pursuant to authority granted by the State of Washington and federal law;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the City, and Franchisee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the City has identified the future cable-related needs and interests of the City and its community, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's plans for its Cable System are adequate, in a full public proceeding affording due process to all parties;

WHEREAS, the City has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the City has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the City's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise Area of the City pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the City without charge for non-commercial Educational or Governmental use for the transmission of video programming as directed by the City, or its designees, as applicable.

1.2. *Additional Service Area*: Shall mean any such portion of the Service Area added pursuant to Section 3.1.3 of this Agreement.

1.3. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.4. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the EG Channels required by this Franchise.

1.5. *Cable Operator*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(5), but does not include direct broadcast satellite providers.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Franchise Area and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9. *City*: The City of Marysville or the lawful successor, transferee, or assignee thereof.

1.10. *Communications Act*: The Communications Act of 1934, as amended by, among other things, the Cable Communications Policy Act of 1984, the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996 as it may be further amended from time to time.

1.11. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.12. *Educational Access Channel*: An Access Channel available for the use solely of the local public schools in the Franchise Area.

1.13. *EG*: Educational and Governmental.

1.14. *Extended Service Area*: The portion of the Franchise Area as outlined in Exhibit A.

1.15. *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.

1.16. *Force Majeure*: Force Majeure is an event or events reasonably beyond the ability of Franchisee to anticipate and control, such as:

(a) severe or unusual weather conditions, fire, flood, or other acts of God, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy;

(b) actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible or work delays caused by waiting for other utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary; and

(c) telephone network outages only when such outages are outside the control of Franchisee.

1.17. *Franchise Area*: The incorporated area (entire existing territorial limits) of the City and such additional areas as may be included in the corporate (territorial) limits of the City during the term of this Franchise.

1.18. *Franchisee*: Verizon Northwest Inc., and its lawful and permitted successors, assigns and transferees.

1.19. *Government Access Channel*: An Access Channel available for the use solely of the City.

1.20. *Gross Revenue*: All revenue, including any and all cash, credits, property, or consideration of any kind, as determined in accordance with generally accepted accounting principles, which is earned or derived by Franchisee and/or its Affiliates, received from Franchisee's provision of Cable Service over the Cable System in the Franchise Area. Gross Revenue shall be reported to the City using the "accrual method" of accounting. Gross Revenue shall include, but may not be limited to, the following items so long as all other Cable Operators in the Service Area include the same in Gross Revenues for purposes of calculating franchise fees:

(a) fees charged for Basic Service;

(b) fees charged to Subscribers for any service tier other than Basic Service;

- (c) fees charged for premium Channel(s), e.g. HBO, Cinemax, or Showtime;
- (d) fees charged to Subscribers for any optional, per-channel, or per-program services;
- (e) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for video or audio programming;
- (f) fees for downgrading any level of Cable Service programming;
- (g) fees for service calls;
- (h) fees for leasing of Channels;
- (i) rental of customer equipment, including converters (e.g. set top boxes, high definition converters, and digital video recorders) and remote control devices;
- (j) advertising revenue as set forth herein;
- (k) revenue from the sale or lease of access Channel(s) or Channel capacity;
- (l) revenue from the sale or rental of Subscriber lists;
- (m) revenues or commissions received from the carriage of home shopping channels;
- (n) fees for any and all music services that are deemed to be a Cable Service over a Cable System;
- (o) revenue from the sale of program guides;
- (p) late payment fees;
- (q) forgone revenue that Franchisee chooses not to receive in exchange for trades, barbers, services, or other items of value;
- (r) revenue from NSF check charges;
- (s) revenue received from programmers as payment for programming content cablecast on the Cable System; and
- (t) Franchise fees hereunder.

Advertising commissions paid to independent third parties shall not be deducted from advertising revenue included in Gross Revenue. Advertising revenue is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's Subscribers within all areas covered by the particular advertising source as of the last day of such period, e.g., Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Washington. Franchisee has 100 Subscribers in the Franchise Area, 500 Subscribers in Washington, and 1,000 Subscribers nationwide. Gross Revenue as to the City from Ad "A" is 10% of Franchisee's revenue

therefrom. Gross Revenue as to the City from Ad "B" is 20% of Franchisee's revenue therefrom.

Notwithstanding the foregoing, Gross Revenue shall not include:

1.20.1. Revenues received by any Affiliate or other Person from Franchisee in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System in the Franchise Area;

1.20.2. Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.20.3. Refunds, rebates, or discounts made to Subscribers or other third parties;

1.20.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from: Telecommunications Services; Information Services, including without limitation Internet Access services; and any other revenues attributed to Non-Cable Services in accordance with applicable federal and state laws or regulations;

1.20.5. Any revenue of Franchisee or any Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, except for home shopping commissions paid to Franchisee;

1.20.6. The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.20.7. The imputed value of the provision of Cable Services to customers on a complimentary basis including, without limitation, the provision of Cable Services to public buildings as required or permitted herein;

1.20.8. Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal, or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees and revenue);

1.20.9. Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable services to any Person, including without limitation, the City, employees of Franchisee and any public institutions or other institutions designated in the Agreement; provided, however, that such forgone revenue that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value in place of cash consideration shall be included in Gross Revenue;

1.20.10. Sales of capital assets or sales of surplus equipment;

1.20.11. Reimbursement by programmers of marketing costs incurred by Franchisee for the introduction of new programming pursuant to a written marketing agreement;

1.20.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; or

1.20.13. Any fees or charges collected from Subscribers or other third parties for the EG Grant.

1.21. *Information Service*: Shall be defined herein as it is defined under Title I Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.22. *Initial Service Area*: The portion of the Franchise Area as outlined in Exhibit A.

1.23. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.24. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.25. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity (excluding the City).

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the City. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.27. *Service Area*: All portions of the Franchise Area where Cable Service is being offered, including the Initial Service Area, Extended Service Area, and any Additional Service areas.

1.28. *Service Date*: The date that the Franchisee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Franchise Area. The Franchisee shall memorialize the Service Date by notifying the City in writing of the same, which notification shall become a part of this Franchise.

1.29. *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.30. *Subscriber*: A Person, or the City, who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.31. *Telecommunications Facilities*: Franchisee's existing Telecommunications Service and Information Service facilities and its FTTP Network facilities.

1.32. *Telecommunications Service*: Shall be defined herein as it is defined under Title I Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.33. *Title II*: Title II of the Communications Act.

1.34. *Title VI*: Title VI of the Communications Act.

1.35. Transfer of the Franchise:

1.35.1. Any transaction in which:

1.35.1.1. an ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.35.1.2. the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.35.2. However, notwithstanding Sub-sections 1.35.1.1 and 1.35.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.36. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Communications Act, the City hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *City Does Not Regulate Telecommunications Under This Franchise*: The City's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. Nothing in this Agreement shall affect any City authority to adopt and enforce lawful regulations with respect to Franchisee's Telecommunications Facilities in the Public Rights of Way.

2.3. *Term:* This Franchise shall become effective on August 7, 2008 (the "Effective Date"). The term of this Franchise shall be twelve (12) years from the Effective Date unless the Franchise is earlier revoked as provided herein.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the City reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise.

2.5. *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal and state law as they may be amended, including but not limited to the Communications Act.

2.6. No Waiver:

2.6.1. The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the City from performance, unless such right or performance has been specifically waived in writing.

2.7. Construction of Agreement:

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.8. *Police Powers:* In executing this Franchise, the Franchisee acknowledges that its rights hereunder are subject to the lawful police powers of the City. Franchisee agrees to comply with all lawful and applicable general laws and ordinances enacted by the City pursuant to such power. Nothing in the Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the City's police powers. However, if the reasonable, necessary and lawful exercise of the City's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-

referenced modification to the Franchise, the parties agree to submit the matter to mediation. The matter submitted to mediation shall be limited to what effect, if any, the City's exercise of police powers has on the terms of the Franchise. In the event mediation does not result in an agreement, then the Franchisee may terminate this Agreement without further obligation to the City or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (but not necessarily administered by the American Arbitration Association) or as otherwise mutually agreed by the parties.

3. **PROVISION OF CABLE SERVICE**

3.1. Service Area:

3.1.1. *Initial Service Area:* Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas of the Initial Service Area and may make Cable Service available to businesses in the Initial Service Area, within twelve (12) months of the Service Date of this Franchise, and shall offer Cable Service to all residential areas in the Initial Service Area within thirty (30) months of the Service Date of the Franchise, except: (A) for periods of Force Majeure; (B) for periods of delay caused by City; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Franchisee; and (F) in developments or buildings that Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirements set forth in Sub-section 3.1.1.1.

3.1.1.1. *Density Requirement:* Franchisee shall make Cable Services available to habitable residential dwelling units in all areas of the Service Area where the average density is equal to or greater than 25 habitable residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Initial Service Area or Extended Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsections 3.1.1 and 3.1.2 respectively, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from City that the density requirements have been met.

3.1.2. *Extended Service Area:* Within sixty (60) months following the Service Date, Franchisee shall begin providing Cable Service in the Extended Service Area subject to the conditions of Subsection 3.1.1 above and the other terms set forth herein; provided, however, that the Extended Service Area may be modified in whole or in part by Franchisee on 30 days notice to City.

3.1.3. *Additional Service Areas:* Except for the Initial Service Area, and any Extended Service Area, Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Franchise Area during the term of this

Franchise or any renewals thereof. If Franchisee desires to add Additional Service Areas within the Franchise Area, Franchisee shall notify City in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. Franchisee shall not deny access to Cable Services to any group of potential residential Subscribers because of the income of the residents of the local area in which the group resides. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred twenty five (125) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet and actual costs incurred to connect any non-residential Subscriber.

3.3. *Cable Service to Municipal and Public Buildings:* Subject to 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to City Hall at 1049 State Avenue. Franchisee shall be entitled to recover the direct cost of installing, if requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred twenty five (125) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, under this Subsection, if any, shall be replaced at retail rates if lost, stolen or damaged due to the negligence, or other wrongful acts, of the City.

3.3.1. In addition to the location designated in Exhibit B, Franchisee shall provide, without charge, within the Service Area, one (1) service outlet activated for Basic Service to three (3) additional public schools and public libraries, and such other buildings used for municipal purposes over the life of the contract at a location as mutually agreed upon by the parties subject to all conditions set forth in this Section 3.3.

3.3.2. Notwithstanding the foregoing, Franchisee shall not be required to provide Cable Service to any building set forth in Exhibit B until a reasonable period of time after Franchisee serves the applicable portion of the Service Area with its Title II FTTP Network, and the applicable wire center serving such building is video enabled.

4. **FTTP NETWORK OPERATION**

The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities. The jurisdiction of the City over such Telecommunications Facilities is restricted by federal and state law, and the City does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1. *System Characteristics*: Franchisee's Cable System shall be designed to be an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service.

5.2. *Interconnection*: The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Emergency Alert System*: Franchisee shall comply with the Emergency Alert System ("EAS") requirements of applicable federal or state laws or regulations in order that emergency messages may be distributed over the System.

6. EG SERVICES

6.1. EG Set Aside:

6.1.1. In order to ensure local availability of educational and government programming, Franchisee shall provide on the Basic Service Tier a total of two channels dedicated to Educational and Governmental Access (collectively, "EG Channels").

6.1.2. The type of programming to be carried on each of the EG Channels set aside by Franchisee is reflected in Exhibit C. City hereby authorizes Franchisee to transmit such programming within and without City jurisdictional boundaries. Franchisee specifically reserves its right to make or change channel assignments in its sole discretion. If an EG Channel provided under this Article is not being utilized by the City, Franchisee may utilize such EG Channel, in its sole discretion, until such time as City elects to utilize the EG Channel for its intended purpose.

6.1.3. *Reserve Access Channel*: The City may require Franchisee to provide one (1) additional Access Channel when either Access Channel meets the criteria set forth below and such additional Access Channel is carried by all other Cable Operators in the Service Area. Upon Franchisee's request, a public hearing will be conducted regarding the need for additional capacity. The City may activate the reserved Access Channel subject to the following conditions:

6.1.3.1. The City may activate the Reserve Channel during the Term by providing the Franchisee with written notice of the need for additional Access Channel capacity at least one hundred eighty (180) days prior to the date it intends to activate the Reserve Channel, demonstrated by a programming schedule for EG programming on the existing Government or Educational Access Channel, as applicable, consisting of at least six (6) hours per day, which programming for purposes of this calculation shall not include repeat or character-generated programming. Such written notice shall authorize the Franchisee to transmit the Reserve Channel within and outside of the City.

6.1.3.2. The City shall require all Cable Operators within the Franchise Area to provide a similar additional Access Channel; and

6.1.3.3. In the event the origination point is one of the EG Origination Sites as defined below, Franchisee will provide the reserved Access Channel within one hundred eighty (180) days following the City's written request and verification of compliance with each of the foregoing conditions and those specified in Section 6.2. If the origination point is not one of the EG Origination Sites, the timing of the availability and other conditions will be by mutual agreement of the parties. In no event shall the origination point be a new one located outside of the Service Area.

6.1.4. The City shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the City, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of an EG facility or Channel. City shall establish rules and regulations for use of EG facilities, consistent with, and as required by, 47 U.S.C. §531.

6.2. EG Connections:

6.2.1. The City shall provide and ensure a suitable video signal for the EG Channels to Franchisee at the locations set forth in Exhibit C (the "EG Origination Sites"). The Franchisee's obligations under this Article 6, including its obligation to provide upstream equipment and facilities necessary to transmit signals, shall be subject to the provision by the City, without charge to the Franchisee, of: (1) access to the EG Origination Site facilities; (2) access to any required EG equipment within the EG Origination Site facilities and suitable required space, environmental conditions, electrical power supply, access, and pathways within the EG Origination Site facilities; (3) video signals in a mutually agreed upon format suitable for EG Access Channel programming; (4) any third-party consent that may be necessary to transmit EG signals (including, without limitation, any consent that may be required with respect to third-party facilities, including the facilities of the incumbent cable provider, used to transmit EG content to the EG Origination Sites from auxiliary locations); and (5) any other cooperation and access to facilities as are reasonably necessary for the Franchisee to fulfill the obligations stated herein. To the extent a suitable video signal is provided to Franchisee and the foregoing conditions are met, Franchisee shall, within one hundred eighty (180) days of the Service Date or provision of a suitable video signal, whichever is later, provide, install, and maintain in good working order the equipment necessary for transmitting the EG signal to Subscribers.

6.3. EG Grant:

6.3.1. Franchisee shall provide a grant to the City to be used in support of the production of local EG programming (the "EG Grant"). Such grant shall be used by the City, for EG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of EG access facilities. Franchisee agrees that the EG Grant shall in no way modify or otherwise affect the Franchisee's obligation to pay franchise fees.

6.3.2. The EG Grant provided by Franchisee hereunder shall be the sum of \$0.75, per month, per Subscriber in the Service Area to Franchisee's Basic Service Tier, so long as all other cable operators provide the same amount. The per subscriber amount of the EG Grant may be reduced by actions of the City. The City will give Franchisee 60 days notice of such a reduction. The EG Grant payment, along with a brief summary of the information upon which it is based, shall be delivered to the City in quarterly installments no later than thirty (30) days following the end of each calendar quarter during the Franchise Term. Calculation of the EG Grant will commence with the first calendar month during which Franchisee obtains its first Subscriber in the Service Area.

6.3.3. The City shall provide Franchisee with a complete accounting annually of the distribution of funds granted pursuant to this Section 6.3.

6.3.4. *Interest Charge on Late Payments.* If any quarterly EG Grant payment due under this Franchise remains unpaid after the due date ("EG Grant Past Due Amounts"), Franchisee shall pay the City interest on such EG Grant Past Due Amounts in addition to the EG Grant Past Due Amounts. The interest shall accrue on the EG Grant Past Due Amounts from the due date until it is paid in full ("EG Grant Period of Delinquency"). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the EG Grant Period of Delinquency. The "Bank Prime Rate" shall mean the prime lending rate as it appears in *The Wall Street Journal* during the EG Grant Period of Delinquency. The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct.

6.4. To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the EG Grant, and any other costs arising from the provision of EG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

7. FRANCHISE FEES

7.1. *Payment to City:* Franchisee shall pay to the City a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within 90 days following the close of the calendar year for which such payments were applicable.

7.2. *Supporting Information:* Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation, an example of which is provided in Exhibit D. No later than one hundred twenty (120) days after the end of each calendar year, Franchisee shall furnish to the City an annual summary of Franchise fee calculations.

7.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

7.4. *Bundled Services:* If Cable Services subject to the Franchise fee required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with applicable federal or state laws, rules, regulations, or public utility regulation commission, regulations, standards or orders.

7.5. *Interest Charge on Late Payments.* If any quarterly Franchise fee payment due under this Franchise remains unpaid after the due date ("Franchise Fee Past Due Amounts"), Franchisee shall pay the City interest on such Franchise Fee Past Due Amounts in addition to the Franchise Fee Past Due Amounts. The interest shall accrue on the Franchise Fee Past Due Amounts from the due date until it is paid in full ("Franchise Fee Period of Delinquency"). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the Franchise Fee Period of Delinquency. The "Bank Prime Rate" shall mean the prime lending rate as it appears in *The Wall Street Journal* during the Franchise Fee Period of Delinquency. The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct, nor shall acceptance be construed as a release of any claim which the City may have for additional sums due under provisions of this Section 7.

7.6. *Alternative Fees:* In the event that Franchise Fees are prohibited by any law or regulation, Franchisee agrees to pay any substitute fee or amount allowed by law up to a maximum amount of five percent (5%) of Gross Revenues, so long as the substitute fee is imposed on all other Cable Operators in the Franchise Area and Franchisee is given thirty (30) days notice of the substitute fee by the City.

7.7. *EG Grant and Franchise Grant Not Franchise Fees:* Franchisee agrees that the EG Grant and Franchise Grant set forth in Sections 6 and 14 respectively, shall in no way modify or otherwise affect Franchisee's obligation to pay Franchise Fees to the City. Franchisee agrees that although the sum of Franchise Fees and the EG Grant and Franchise Grant may total more than five percent of Franchisee's Gross Revenues in any twelve-month period, the additional commitments are not to be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise.

7.8. *No Limitation on Taxing Authority:* Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. Nothing in this Franchise is intended to preclude Franchisee from exercising any right it may have to challenge the lawfulness of any tax, fee, or assessment imposed by the City or

any state or federal agency or authority, or intended to waive any rights the Franchisee may have under 47 U.S.C. § 542.

8. CUSTOMER SERVICE

Customer Service Standards are set forth in Exhibit E, which shall be binding unless amended by written consent of the parties.

9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon no less than thirty (30) business days written notice to the Franchisee, the City shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the City. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The City shall treat any information disclosed by Franchisee as confidential and only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof, or to comply with state law requirements. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

9.2. *Audit of Franchise Fee Payments.*

9.2.1. City may audit or conduct a franchise fee review of Franchisee's books and records no more than once every three (3) years during the Term. All records reasonably necessary for any such audit shall be made available by Franchisee to City.

9.2.2. Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that Franchisee underpaid the franchise fees by five percent (5%) or more, then Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to ten thousand dollars (\$10,000).

9.2.3. If the results of an audit indicate an underpayment or overpayment of franchise fees, the parties agree that any undisputed underpayment or overpayment shall be paid or offset against future payments if applicable, to the proper party within forty-five (45) days.

9.2.4. Any audit shall be conducted by an independent third party. Any entity employed by the City that performs the audit or franchise fee review shall not be permitted to be compensated on a success based formula e.g. payment based on an underpayment of fees, if any.

9.2.5. Notwithstanding the provisions in Subsection 9.2, City shall not be entitled to audit Franchisee unless all other cable operators in the Service Area are also subject to an audit requirement or Franchise fee review.

9.3. *Records Required:* Franchisee shall at all times maintain:

9.3.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.3.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.3.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.3.4. Records of installation/reconnection and requests for service extension for a period of three years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.3.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

10. **INSURANCE AND INDEMNIFICATION**

10.1. Insurance:

10.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System and the conduct of Franchisee's Cable Service business in the City.

10.1.1.2. Automobile Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for bodily injury and property damage.

10.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of Washington.

10.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; and C) Bodily Injury by Disease: \$500,000 policy limit.

10.1.1.5. Umbrella/Excess Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit.

10.1.2. The City shall be included as additional insured under each of the insurance policies required in this Article 10 except Worker's Compensation and Employer's Liability Insurance.

10.1.3. Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

10.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Washington, with an A.M. Best Financial Strength rating of A- or better.

10.1.5. Franchisee shall deliver to City Certificates of Insurance showing evidence of the required coverage.

10.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

10.2. Indemnification:

10.2.1. Franchisee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, agents, boards and employees, from and against any liability, damages or claims, settlements approved by Franchisee pursuant to Subsection 10.2.2 or judgments, arising out of, or resulting from, the Franchisee's activities pursuant to this Franchise, provided that the City shall give Franchisee timely written notice of its obligation to indemnify the City so as to cause no material prejudice to Franchisee's defense of such claims. Notwithstanding the foregoing, Franchisee shall not indemnify the City, for any damages, liability or claims resulting from the willful misconduct, negligence, or breach of obligation of the City, its officers, agents, employees, attorneys, consultants, or independent contractors, for which the City is legally responsible, or for any activity or function conducted by any Person other than Franchisee in connection with EG Access or EAS.

10.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 10.2.1, Franchisee shall provide the defense of any claims or actions brought against the City by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the City, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the City, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the City, and the third party is willing to accept the settlement, but the

City does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

11. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior written consent of the City, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.35 above.

12. RENEWAL OF FRANCHISE

12.1. The City and Franchisee agree that any proceedings undertaken by the City that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12.2. In addition to the procedures set forth in said Section 626 of the Communications Act, the City shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. The City further agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under 47 U.S.C § 546 and pursue renewal of the Franchise prior to expiration of its term.

12.3. Notwithstanding anything to the contrary set forth herein, Franchisee and the City agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the City and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof.

12.4. Franchisee and the City consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. § 546.

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1. *Creation of Security Fund:* Within sixty (60) days following the Effective Date of this Agreement, Franchisee shall establish and provide to City a security fund ("Security Fund") as security for the faithful performance by Franchisee of all material provisions of this Agreement. The Security Fund shall be in the amount of Ten Thousand Dollars (\$10,000) and shall be in the form of an irrevocable letter of credit, with any interest distributable to Franchisee.

13.2. *Amount of Security Fund:* Franchisee shall maintain the Security Fund at the Ten Thousand Dollar (\$10,000) level throughout the term of this Agreement; provided that Franchisee shall replenish the Security Fund no more often than once annually.

13.3. *Notice of Violation:* If at any time the City believes that Franchisee has not complied with the terms of the Franchise, the City shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the City shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

13.4. *Franchisee's Right to Cure or Respond:* Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the City, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the City of the steps being taken and the date by which the cure is projected to be completed. Upon cure of any noncompliance, City shall provide written confirmation that such cure has been effected.

13.5. *Public Hearing.* The City shall schedule a public hearing if the City seeks to continue its investigation into the alleged noncompliance in the event that: (1) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (2) in the event that Franchisee has not remedied the alleged noncompliance within thirty (30) days. The City shall provide Franchisee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

13.6. *Enforcement:* Subject to applicable federal and state law, in the event the City, after the public hearing set forth in Section 13.5, determines that Franchisee is in default of any provision of this Franchise, the City may:

13.6.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.6.2. Commence an action at law for monetary damages or seek other equitable relief; or

13.6.3. In the case of a substantial material default of the Franchise, seek to revoke the Franchise in accordance with Section 13.8.

13.7. *Liquidated Damages:* In the event that the City finds that an alleged violation continues to exist and that Franchisee has not corrected the same in a satisfactory manner or has not diligently pursued correction of such violation, Franchisee agrees that the City may recover liquidated damages from Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Section 13.4 above. Notwithstanding the foregoing, if Franchisee disputes the assessment of any liquidated damages hereunder, Franchisee may request and the City agrees to schedule a public hearing with regard to such dispute. The City shall provide Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. Notwithstanding the foregoing, if the City elects to assess liquidated damages pursuant to this Section, such election shall constitute the City's exclusive remedy for the violation for which the liquidated damages were assessed for a period of sixty (60) days; provided, however, once the

City has ceased to assess its liquidated damages remedy as set forth in this Section 13.7, it may pursue other available remedies.

The following liquidated damages shall apply:

For failure to comply with any applicable FCC technical performance standards	\$250 per day for each day the violation continues;
For failure to provide EG Services or Channels to the community as specified in Section 6	\$100 per day for each day the violation continues;
For failure to provide the City with any reports or records required by the Agreement within the time period required	\$50 per day for each day the violation continues;
For violations of the customer service requirements as set forth in Exhibit E	\$100 per day for each day the violation continues; and
For other material breaches or defaults of the terms and conditions of this Franchise	up to \$100 per day for each day the violation continues.

The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures arising from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 13.4.

13.7.1. *Interest Charge on Late Payments.* If any liquidated damages payment due under this Franchise remains unpaid after the due date (“Liquidated Damages Past Due Amounts”), Franchisee shall pay the City interest on such Liquidated Damages Past Due Amounts in addition to the Liquidated Damages Past Due Amounts. The interest shall accrue on the Liquidated Damages Past Due Amounts from the due date until it is paid in full (“Liquidated Damages Period of Delinquency”). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the Liquidated Damages Period of Delinquency. The “Bank Prime Rate” shall mean the prime lending rate as it appears in *The Wall Street Journal* during the Liquidated Damages Period of Delinquency. The City’s acceptance of payment shall not be construed as an agreement that the amount paid was correct.

13.8. *Revocation:* Should the City seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 13.5,

the City shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The City shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

13.8.1. At the designated hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the testimony of persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing, with the costs of the preparation of the verbatim record and transcript to be shared equally by the parties.

13.8.2. Following the public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the City shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The City shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If the City determines that the Franchise shall be revoked, the City shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of the City to an appropriate court. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within thirty (30) days of Franchisee's receipt of the determination of the franchising authority.

13.8.3. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.9. *Franchisee Termination:* Franchisee shall have the right to terminate this Franchise and all obligations hereunder within ninety (90) days after the end of three (3) years from the Service Date of this Franchise, if at the end of such three (3) year period Franchisee does not then in good faith believe it has achieved a commercially reasonable level of Subscriber penetration on its Cable System. Franchisee may consider subscriber penetration levels outside the Franchise Area, but within the greater Puget Sound metropolitan area, in this determination. Notice to terminate under this Section 13.9 shall be given to the City in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. Franchisee shall also be required to give its then current Subscribers not less than ninety (90) days prior written notice of its intent to cease Cable Service operations.

13.10. *Immunities:* The City does not waive any of its immunities under Section 635A of the Communications Act or state law.

14. MISCELLANEOUS PROVISIONS

14.1. *Franchise Grant*: Franchisee shall pay City thirty-two thousand dollars (\$32,000) (the "Franchise Grant"). The Franchise Grant shall be payable sixty (60) days from the Effective Date. To the extent permitted by federal law, Franchisee shall be allowed to recover all or part of this amount from Subscribers and may line-item or otherwise pass-through such amount to Subscribers.

14.2. *Actions of Parties*: In any action by the City or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.3. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.4. *Preemption*: In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or the Franchisee.

14.5. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

14.6. *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee or address by providing written notice to the other party.

14.6.1. Notices to Franchisee shall be mailed to:

Verizon Northwest Inc.
Attn: Tim McCallion, President
112 Lakeview Canyon Road, CA501GA
Thousand Oaks, CA 91362

14.6.2. with a copy to:

Mr. Jack H. White
Senior Vice President & General Counsel - Verizon Telecom
One Verizon Way
Room VC43E010

Basking Ridge, NJ 07920-1097

14.6.3. Notices to the City shall be mailed to:

City of Marysville
 Attn: Doug Buell, Community Information Officer
 1049 State Avenue
 Marysville, WA 98270

14.7. *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the City, and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.8. *Amendments*: Amendments or modifications to this Franchise shall be mutually agreed to in writing by the parties.

14.9. *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.10. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

14.11. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the cable system and any capacity used for cable service or otherwise, to the City or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services.

14.13. *No Joint Venture*: Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

14.14. *Independent Review*: City and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *Venue*: The venue for any dispute related to this Franchise shall be in the United States District Court for the Western District of Washington in Seattle, provided it has subject matter jurisdiction; if no jurisdiction exists, then venue shall be in the Superior Court for Snohomish County.

14.16. *Attorneys' Fees*: If any action or suit arises between Franchisee and City for breach of this Franchise, the prevailing party, either the City or Franchisee, as the case may be, shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith along with such other relief as the court deems proper.

14.17. *Singular and Plural*: Except where the context indicates otherwise, words used herein, regardless of the number specifically used, shall be deemed and construed to include any other number, singular or plural as is reasonable in the context.

14.18. *Acceptance*: The signing and return of this Agreement to the City by the Franchisee shall constitute an unconditional acceptance of all the terms and conditions of this Franchise.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 5 DAY OF August, 2008.

City

By: Dennis L Kendall
Mayor

Verizon Northwest Inc.

By: Tim McCallion
Tim McCallion, President

FORM APPROVED
Attorney _____
Date 7/30/08

EXHIBITS

Exhibit A: Service Areas

Exhibit B: Municipal Building to be Provided Free Cable Service

Exhibit C: EG Origination Sites

Exhibit D: Sample Remittance Form

Exhibit E: Customer Service Standards

EXHIBIT A

Service Areas

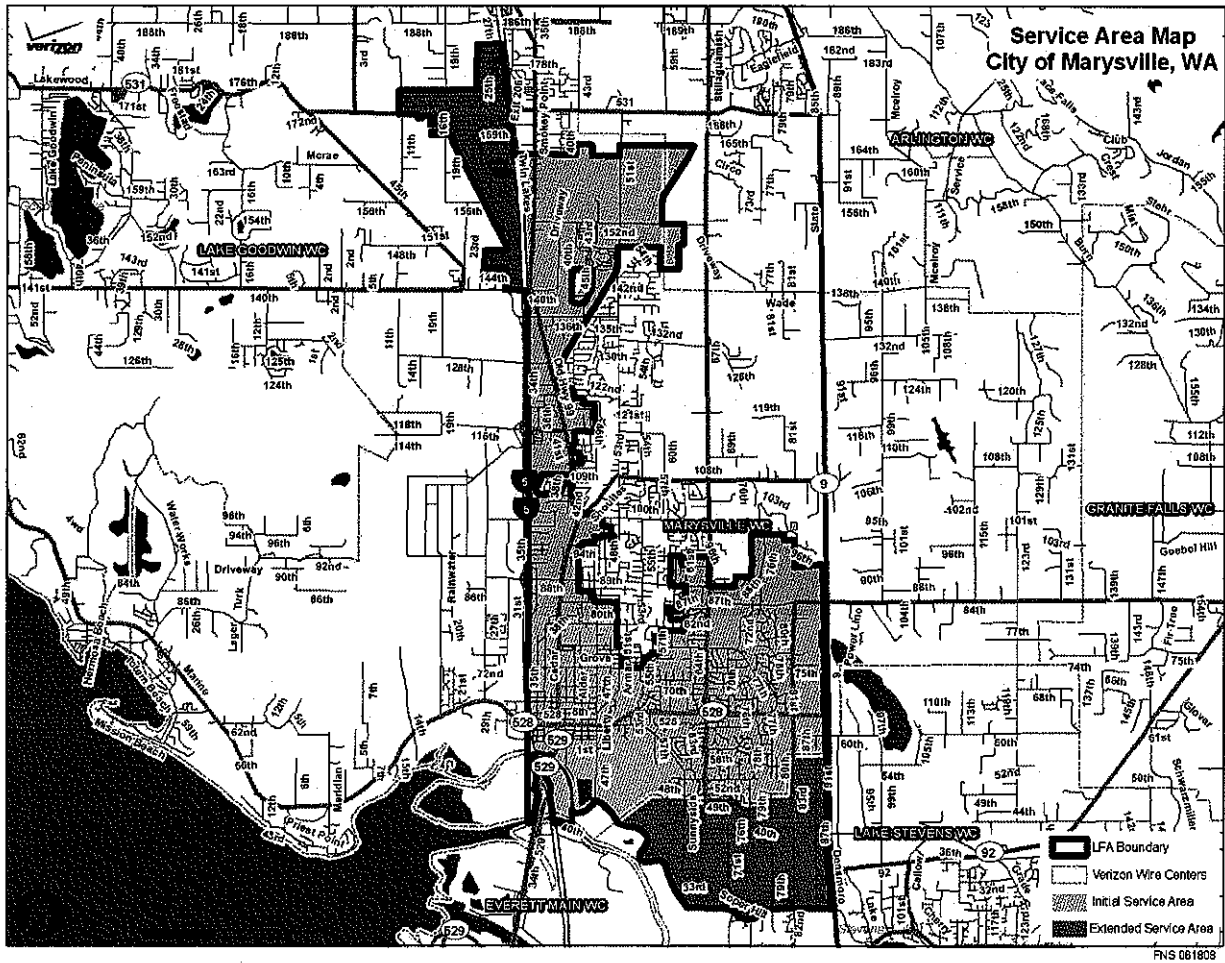


EXHIBIT B

MUNICIPAL BUILDING TO BE PROVIDED FREE CABLE SERVICE

**Monitoring location:
1049 State Avenue
Marysville, WA 98270**

EXHIBIT C
EG ORIGATION SITES

Marysville Government Access Channel

Origination Address: (Free drop location for EG channel monitoring purposes)
1049 State Avenue
Marysville, Washington 98270

Marysville School District Educational Access Channel

Origination Address:
Marysville-Pilchuck High School
5611 108th St. NE
Marysville, WA. 98271-8898

**EXHIBIT D
SAMPLE REMITTANCE FORM**

Franchise Fee Schedule/Report (Quarter and Year)

City of Marysville

Verizon - fGTE

Washington

Franchise Fee Rate: 5.00%

	Month 1	Month 2	Month 3	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$0.00	\$0.00	\$0.00	\$0.00
Usage Based Charges (e.g. PayPer View, Installation)	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Home Shopping	\$0.00	\$0.00	\$0.00	\$0.00
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
Less:				
Bad Debt				
Total Receipts Subject to Franchise Fee Calculation	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Due	\$0.00	\$0.00	\$0.00	\$0.00

Verizon Northwest Inc. is hereby requesting that this information be treated as confidential and proprietary commercial trade secret information and financial statements and not disclosed in accordance with Section XXXX and the Cable Television Franchise Agreement granted to Verizon Northwest Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to the competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

EXHIBIT E

CUSTOMER SERVICE STANDARDS

These standards shall, starting six (6) months after the Service Date, apply to Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area. For the first six (6) months after the Service Date, Franchisee shall use best efforts to comply with the Customer Service Standards provided herein; it being agreed, however, that the City will not impose liquidated damages during this first six (6) month period if Franchisee using best efforts fails to meet the Customer Service Standards.

SECTION 1: DEFINITIONS

A. **Normal Operating Conditions:** Those service conditions which are within the control of Franchisee, as defined under 47 C.F.R. § 76.309(c)(4)(ii). Those conditions which are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages that are not within the control of the Franchisee, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

B. **Respond:** The start of Franchisee's investigation of a Service Interruption by receiving a Subscriber call, and opening a trouble ticket, and begin working, if required.

C. **Service Call:** The action taken by Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Service Interruption:** The loss of picture or sound on one or more cable channels.

E. **Significant Outage:** A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

F. **Standard Installation:** Installations where the Subscriber is within one hundred twenty-five (125) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

A. Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service

Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, all other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.

B. Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by Franchisee.

C. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the City, but in no event more than once a quarter, forty-five (45) days following the end of each quarter, the Franchisee shall report to the City the following for the applicable call center for the City receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D; and

(2) Percentage of time customers received a busy signal when calling the Franchisee's service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request.

G. At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this

Agreement. Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order is placed if the Optical Network Terminal ("ONT") is already installed on the customer's premises. The Standard Installation shall be performed within fourteen (14) business days where there is no ONT at the time of service order. Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding those requested by the customer outside of these time periods.

C. The Franchisee shall provide the City with a report upon request from the City, but in no event more than once a quarter, noting the percentage of Standard Installations completed within the time periods provided in Section 3.B. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request.

D. At Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

E. Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At Franchisee's discretion, Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

(1) Franchisee may not cancel an appointment window with a customer after the close of business on the business day prior to the scheduled appointment.

(2) If Franchisee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

F. Franchisee must provide for the pick up or drop off of equipment free of charge in one of the following manners: (i) by having a Franchisee representative going to the Subscriber's residence, (ii) by using a mailer, or (iii) by establishing a local business office within the

Franchise Area. If requested by a mobility-limited customer, the Franchisee shall arrange for pickup and/or replacement of converters or other Franchisee equipment at Subscriber's address or by a satisfactory equivalent.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. Franchisee shall promptly notify the City of any Significant Outage of the Cable Service.

B. Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the City and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Franchisee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls about Service Interruptions in the Service Area.

(2) Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the City of a Cable Service problem.

E. Under Normal Operating Conditions, Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. Franchisee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. Franchisee shall provide the City with a report upon request from the City, but in no event more than once a quarter, forty-five (45) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service

Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request. At the Franchisee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

H. Under Normal Operating Conditions, Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Franchisee to verify the problem if requested by Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning Cable Services provided to the City facilities, Franchisee shall Respond to all inquiries from the City within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, Franchisee shall notify the City in writing as to the reason(s) for the delay and provide an estimated time of repair.

SECTION 5: CUSTOMER COMPLAINTS REFERRED BY THE CITY

Under Normal Operating Conditions, Franchisee shall begin investigating Subscriber complaints referred by the City within seventy-two (72) hours. Franchisee shall notify the City of those matters that necessitate an excess of five (5) business days to resolve, but Franchisee must make all necessary efforts to resolve those complaints within ten (10) business days of the initial complaint. The City may require Franchisee to provide reasonable documentation to substantiate the request for additional time to resolve the problem. Franchisee shall inform the City in writing, which may be by an electronic mail message, of how and when referred complaints have been resolved within a reasonable time after resolution. For purposes of this Section, "resolve" means that Franchisee shall perform those actions, which, in the normal course of business, are necessary to (a) investigate the Customer's complaint; (b) advise the Customer of the results of that investigation; and (c) implement and complete steps to bring resolution to the matter in question.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills will comply with applicable federal and state laws, and shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmental-imposed fees. Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved, provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
- (4) It shall be within Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. Franchisee shall provide a telephone number and address clearly and prominently on the bill for Subscribers to contact Franchisee.

G. Franchisee shall forward a copy of any rate-related or customer service-related billing inserts or other mailings related to Cable Service, but not promotional materials, sent to Subscribers, to the City.

H. Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of Franchisee, the payment alternative may be limited.

I. Upon request in writing, the City may request that Franchisee omit the City's name, address and telephone number from Franchisee's bills as permitted by 47 C.F.R. Section 76.952.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to Franchisee, or 3) who rent Subscriber equipment from Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit Franchisee may charge for Subscriber equipment is the cost of the equipment which Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. Franchisee shall pay interest on deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by Franchisee or its authorized agent. Appropriate time considerations shall be included in Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. Franchisee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the

failure of the Subscriber to take reasonable precautions to protect Franchisee's equipment (for example, a dog chew).

B. Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

C. All of Franchisee's rates and charges shall comply with applicable federal and state law. Franchisee shall maintain a complete current schedule of rates and charges for Cable Services on file with the City throughout the term of this Franchise.

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to Franchisee's equipment, abusive and/or threatening behavior toward Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Franchisee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Franchisee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Franchisee.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. Each employee of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating

his or her employment with the Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing Franchisee shall be conducted in a courteous manner.

C. Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by Franchisee may be referred to the City. A copy of the annual notice required under this Subsection 10.C will be given to the City at least fifteen (15) days prior to distribution to Subscribers.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. Franchisee shall provide reasonable notice to Subscribers and the City of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of Franchisee. Franchisee shall provide a copy of the notice to the City including how and where the notice was given to Subscribers.

F. Upon request by any Subscriber, Franchisee shall make available a parental control or lockout device to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Franchisee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

G. Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program

guides, installation, downgrades, late fees and other fees charged by Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the City, but with a notice advising the Subscriber to initially contact Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.G. will be given to the City at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of Franchisee and as soon as possible if not within the control of Franchisee.

H. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

I. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the Channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

J. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

K. Franchisee will comply with privacy rights of Subscribers in accordance with applicable federal and state law, including 47 U.S.C. §551.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 3152

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, EXTENDING THE TERM OF A FRANCHISE GRANTED TO
FRONTIER COMMUNICATIONS NORTHWEST, INC.**

WHEREAS, Frontier Communications Northwest, Inc. (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

WHEREAS, the Franchise was originally granted to Verizon Northwest, Inc. on August 5, 2008; and

WHEREAS, Verizon Northwest, Inc. was later acquired by Franchisee, and the City approved the transfer of control of Verizon Northwest to Franchisee in 2009; and

WHEREAS, on May 28, 2019, Northwest Fiber, LLC (“Northwest Fiber”) entered into an agreement with Frontier Communications and its wholly-owned subsidiary Frontier Communications ILEC Holdings, LLC (together “Frontier”) in order to acquire control of the Franchisee, among other Frontier entities (the “Transaction”); and

WHEREAS, the City consented to the Transaction on October 29, 2019.

WHEREAS, the Transaction closed on May 1st, 2020; and

WHEREAS, the Franchise is set to expire on August 5, 2020; and

WHEREAS, to provide Northwest Fiber sufficient time to review the Franchise, the City and Franchisee desire to extend the term of the Franchise by one year.

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

SECTION 1. The City approves the extension of the term of the Franchise by one year and the Mayor is authorized to execute the Amendment of Cable Franchise attached hereto as **Exhibit A**. All other terms and conditions contained in the Franchise shall remain in full force and effect.

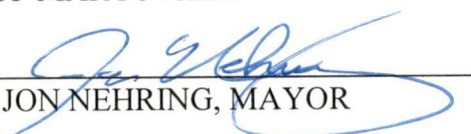
SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other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

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

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

PASSED by the City Council and APPROVED by the Mayor this 8th day of June, 2020.

CITY OF MARYSVILLE

By 
JON NEHRING, MAYOR

Attest:

By 
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By 
JON WALKER, CITY ATTORNEY

Date of publication: June 11, 2020

Effective Date (5 days after publication): June 16, 2020

AMENDMENT OF CABLE FRANCHISE

THIS AMENDMENT OF CABLE FRANCHISE is entered into as of the last signature date set forth below by and between the City of Marysville, Washington (the “City”) and Frontier Communications Northwest, Inc. (the “Franchisee”).

WHEREAS, Franchisee is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville; and

WHEREAS, the Franchise was originally granted to Verizon Northwest, Inc. on August 5, 2008; and

WHEREAS, Verizon Northwest, Inc. was later acquired by Franchisee, and the City approved the transfer of control of Verizon Northwest to Franchisee in 2009; and

WHEREAS, on May 28, 2019, Northwest Fiber, LLC (“Northwest Fiber”) entered into an agreement with Frontier Communications and its wholly-owned subsidiary Frontier Communications ILEC Holdings, LLC (together “Frontier”) in order to acquire control of the Franchisee, among other Frontier entities (the “Transaction”); and

WHEREAS, the City consented to the Transaction on October 29, 2019.

WHEREAS, the Transaction closed on May 1st, 2020; and

WHEREAS, the Franchise is set to expire on August 5, 2020; and

WHEREAS, to provide Northwest Fiber sufficient time to review the Franchise, the parties desire to extend the term of the Franchise by one year.

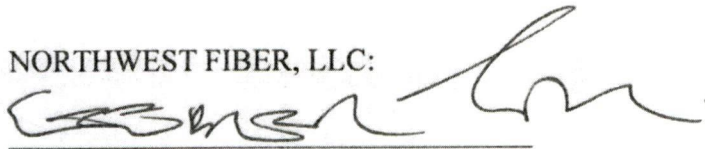
NOW, THEREFORE, the City and Franchisee agree as follows:

1. The term of the Franchise is hereby extended by one year, and shall now expire on August 5, 2021. All other terms and conditions contained in the Franchise shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of the last date written below.

[SIGNATURES ON FOLLOWING PAGE]

NORTHWEST FIBER, LLC:



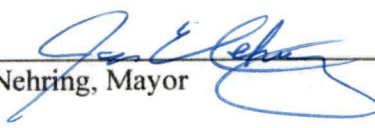
By: George Baker Thomson, Jr.

5/12/20

Date

Its: Associate General Counsel

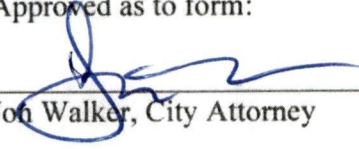
CITY OF MARYSVILLE:



Jon Nehring, Mayor

06/08/2020
Date

Approved as to form:



Jon Walker, City Attorney

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 3188

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, EXTENDING THE TERM OF A FRANCHISE GRANTED TO
FRONTIER COMMUNICATIONS NORTHWEST, LLC**

WHEREAS, Frontier Communications Northwest, LLC, d/b/a Ziplly Fiber, (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

WHEREAS, the Franchise was originally granted to Verizon Northwest, Inc. on August 5, 2008; and

WHEREAS, Verizon Northwest, Inc. was later acquired by Frontier Communications Northwest, Inc., and the City approved this transfer of control in 2009; and

WHEREAS, Frontier Communications Northwest, Inc. was later acquired by Northwest Fiber, with Frontier Communications Northwest, Inc. becoming a subsidiary of Northwest Fiber, and the City approved this transfer of control in 2019; and

WHEREAS, the City and Frontier Communications Northwest, Inc. previously agreed to a one-year extension to the Franchise in 2020; and

WHEREAS, Frontier Communications Northwest, Inc. has reconstituted itself as a limited liability company, and is now known as Frontier Communications Northwest, LLC (the “Franchisee”); and

WHEREAS, the Franchise is currently set to expire on August 7, 2021; and

WHEREAS, the City and Franchisee desire to extend the term of the Franchise for one year so that the Franchisee can continue to evaluate its operations in the City and to provide the parties additional time to negotiate a potential new franchise.

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

SECTION 1. The City approves the extension of the term of the Franchise by one year and the Mayor is authorized to execute the Second Amendment of Cable Franchise attached hereto as **Exhibit A**. All other terms and conditions contained in the Franchise shall remain in full force and effect.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction,

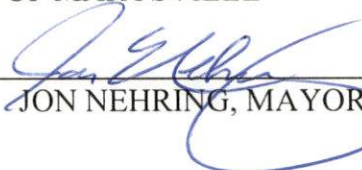
such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor this 26th day of JULY, 2021.


CITY OF MARYSVILLE

By 
JON NEHRING, MAYOR

Attest:

By 
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By 
JON WALKER, CITY ATTORNEY

Date of publication: July 29, 2021

Effective Date (5 days after publication): August 3, 2021

SECOND AMENDMENT OF CABLE FRANCHISE

THIS SECOND AMENDMENT OF CABLE FRANCHISE is entered into as of the last signature date set forth below by and between the City of Marysville, Washington (the “City”) and Frontier Communications Northwest, LLC (the “Franchisee”).

WHEREAS, Frontier Communications Northwest, LLC, d/b/a Ziplly Fiber, (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

WHEREAS, the Franchise was originally granted to Verizon Northwest, Inc. on August 5, 2008; and

WHEREAS, Verizon Northwest, Inc. was later acquired by Frontier Communications Northwest, Inc., and the City approved this transfer of control in 2009; and

WHEREAS, Frontier Communications Northwest, Inc. was later acquired by Northwest Fiber, with Frontier Communications Northwest, Inc. becoming a subsidiary of Northwest Fiber, and the City approved this transfer of control in 2019; and

WHEREAS, the City and Frontier Communications Northwest, Inc. previously agreed to a one-year extension to the Franchise in 2020; and

WHEREAS, Frontier Communications Northwest, Inc. has reconstituted itself as a limited liability company, and is now known as Frontier Communications Northwest, LLC (the “Franchisee”); and

WHEREAS, the Franchise is currently set to expire on August 7, 2021; and

WHEREAS, the City and Franchisee desire to extend the term of the Franchise for one year so that the Franchisee can continue to evaluate its operations in the City and to provide the parties additional time to negotiate a potential new franchise.

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

1. The term of the Franchise is hereby extended by one year, and shall now expire on August 7, 2022. All other terms and conditions contained in the Franchise shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of the last date written below.

[SIGNATURES ON FOLLOWING PAGE]

FRONTIER COMMUNICATIONS NORTHWEST, LLC:



By:

07/19/2021

Date

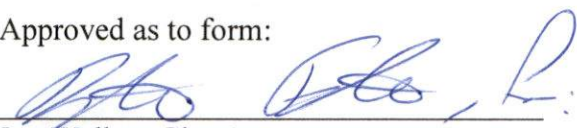
Its: Associate General Counsel

CITY OF MARYSVILLE:


Jon Nehring, Mayor

7/27/21
Date

Approved as to form:


Jon Walker, City Attorney

Index #22

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/25/2022

AGENDA ITEM:	
City Clerk Appointment	
PREPARED BY:	DIRECTOR APPROVAL:
DEPARTMENT:	
City Clerk	
ATTACHMENTS:	
Appointment	
BUDGET CODE:	AMOUNT:
SUMMARY:	
<p>Per Marysville Municipal Code 2.30.020, the Mayor has the power of appointment and removal of the city clerk. Such appointment and removal shall be subject to confirmation by a majority vote of the city council.</p> <p>Crystil Wooldridge, the current appointed city clerk, will be removed and John Nield will be appointed as the city clerk.</p>	

<p>RECOMMENDED MOTION: Confirm the appointment of John Nield as City Clerk</p>



Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint JOHN NIELD as CITY CLERK of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.30.020; dated this 25th day of July, 2022.

M A Y O R

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

Dated this 25th day of July, 2022

JOHN NIELD

Index #23

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Community and Housing Development Citizen Advisory Committee Appointments	
PREPARED BY:	DIRECTOR APPROVAL: <i>Haylie Miller</i>
Amy Hess, Senior Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Ordinance 2897	
BUDGET CODE:	AMOUNT:
SUMMARY:	

On July 26, 2021, Marysville City Council confirmed the appointments of the youth, parks board, planning commission and council members to serve on the Community and Housing Development Citizen Advisory Committee (CAC). The CAC makes recommendations to City Council related to the City’s Community Development Block Grant (CDBG) program.

The youth, parks board, planning commission and council member terms are for 1 year and expire on July 26, 2022. Mayor Nehring is requesting the following appointments to the CAC:

First	Last	Representing	Term
Cheyenne	Markel	Youth	1 - year
Mike	Leighan	Parks Board	1 - year
Roger	Hoen	Planning Commission	1 - year
Mark	James	Council	1 - year
Tom	King	Council	1 - year

<p>RECOMMENDED ACTION: Staff recommends that Council confirm the appointments to the Community and Housing Development Citizen Advisory Committee.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to appoint the above members.</p>

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 2897

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
 ESTABLISHING A CITIZEN ADVISORY COMMITTEE FOR HOUSING AND
 COMMUNITY DEVELOPMENT; AND ADDING A NEW CHAPTER 2.92 TO
 THE MARYSVILLE MUNICIPAL CODE.**

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

Section 1. A new Chapter 2.92 of the Marysville Municipal Code, entitled Citizen Advisory Committee for Housing and Community Development, is hereby adopted to read as follows:

2.92.010 Advisory committee established.

The citizen advisory committee for housing and community development is hereby established. The purpose of the committee is to act as an advisory board to city staff, the mayor and city council related to Community Development Block Grant (CDBG) plans and funding.

2.92.020 Membership and terms of office.

(1) Membership. The citizen advisory committee for housing and community development shall consist of nine (9) members who shall serve without compensation, each of whom shall be appointed by the mayor, subject to confirmation by the city council.

(2) Terms of appointment. With respect to the members appointed and confirmed to serve on the committee, the following provisions shall apply:

(a) All members shall reside within the corporate limits of the city.

(b) Appointments shall reflect a balance of interests and should be equally proportionate and contain no more than:

(i) Four (4) members shall represent the following communities, entities, or interests: business, educational, faith, charity, civic, low- and moderate-income persons, persons with disabilities, senior citizens, racially and ethnically diverse populations.

(ii) One (1) member shall be a youth representative of high school age.

(iii) Two (2) members shall be city council members.

(iv) One (1) member shall be a representative of the Marysville planning commission.

(v) One (1) member shall be a representative of the parks and recreation board.

(c) The terms of the members shall be as follows:

(i) Members appointed under subsection 2(b)(i) shall serve three (3) year terms.

(ii) The youth representative shall be appointed to at least a one (1) year term, but may be appointed to as much as a three (3) year term; and

(iii) The council, planning commission and parks and recreation board representatives shall be appointed to a one (1) year term.

(d) If a vacancy is created prior to the expiration of any member's term, the vacancy shall be filled by a person appointed by the mayor, subject to council confirmation. A person so appointed shall serve the remainder of the unexpired term.

(e) The mayor may remove any committee member from office whenever it is deemed to be in the public interest.

2.92.030 Committee organization.

The citizen advisory committee for housing and community development shall annually elect one of its members to serve as chairperson. Each of the members shall have one vote in all business coming before the committee. Five (5) members shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary for the adoption or approval of any recommendation. The mayor shall appoint staff to assist the committee in the preparation of those reports and records as are necessary for the proper operation of the committee. The committee shall hold public meetings as necessary, and the notice of the time and place thereof shall be published as required by law and kept in the office of the city clerk.

2.92.040 Advisory duties and responsibilities.

The citizen advisory committee for housing and community development shall have the following advisory duties and responsibilities:

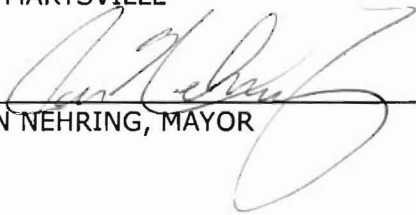
- (1) Evaluation and recommendation of a consolidated plan, and amendments thereto;
- (2) Evaluation and recommendation of an annual action plan, and amendments thereto;
- (3) Evaluation and recommendation on funding requests submitted to the city;
- (4) Review of program performance reports; and
- (5) Perform such other duties as may be requested by the mayor and city council.

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

Section 3. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this 14th day of May, 2012.

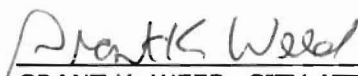
CITY OF MARYSVILLE

By: 
JON NEHRING, MAYOR

Attest:

By: 
SANDY LANGDON, CITY CLERK

Approved as to form:

By: 
GRANT K. WEED, CITY ATTORNEY

Date of Publication: 5/16/12

Effective Date: 5/21/12