



MARYSVILLE

WASHINGTON

REGULAR MEETING
MONDAY, APRIL 10, 2023 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

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. Proclamation Declaring April 10-14, 2023, Community Development Week in Marysville
[PROCLAMATION Community Development Week 2023.docx](#)
- B. Cascade Industrial Center Update

Audience Participation

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

- 1. March 6, 2023 City Council Work Session Minutes
[March 6, 2023 Work Session Minutes](#)
- 2. March 13, 2023 City Council Meeting Minutes
[March 13, 2023 Meeting Minutes](#)

Consent

Review Bids

Public Hearings

New Business

3. Marysville Human Services Grant

Recommended Motion: I move to accept the Human Services Grant Committee recommendation to provide grant funding to Assistance League of Everett, The Marysville Food Bank, LINC NW, Marysville United Methodist Church, Salvation Army, Saint Vincent de Paul and Volunteers of America.

[Funding Recommendation.docx](#)

4. Professional Services Agreement with Transpo Group USA, Inc. for the Comprehensive Plan's Transportation Element Update

Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group USA, Inc. for the Comprehensive Plan's Transportation Element Update Project in the amount of \$258,878.00.

[Marysville PSA-Transp Comp Plan_Transpo signed 03.30.23.pdf](#)

5. Leaseback Extension for Fire Administration Building

Recommended Motion: I move to authorize the Mayor to sign and execute the leaseback extension agreement with the Marysville Fire District to extend the leaseback period for the Fire Administration Building to October 31, 2023.

[Leaseback Extension Agreement 1094 Cedar.pdf](#)

6. Tyler Technologies - Additional Training Hours for ExecuTime

Recommended Motion: I move to authorize the Mayor to sign the Tyler Technologies quote in the amount of \$8,000.00 for forty (40) additional training hours for ExecuTime.

[Additional Hours Quote](#)

[Tyler Technologies - ExecuTime - Original Contract](#)

7. An **Ordinance** Amending the 2023-2024 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3239

Recommended Motion: I move to adopt Ordinance No. _____.

[2023 2024Amendment Ordinance APR2023.docx](#)

Legal

8. Social Media Training for Elected Officials

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring April 10-14, 2023, Community Development Week in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Community Development Week 2023.docx](#)



PROCLAMATION

Declaring April 10-14, 2023, Community Development Week in Marysville

WHEREAS, in our growing city, it is essential that development take place based on strategic, well-thought-out plans tailored to our community; and

WHEREAS, our city's Community Development staff includes professional land use planners, building inspectors, program specialists and more who use their expertise at work every day; and

WHEREAS, in 2022 the city's Community Development staff issued more than 5,000 permits representing a construction value of more than \$173 million; and

WHEREAS, another important function of city staff is administration of the federal Community Development Block Grant (CDBG) Program; and

WHEREAS, last year the city awarded nearly \$827,000 in CDBG and community services grant funds for capital projects and essential public services, including:

- Crosswalk flashing beacons
- Senior minor home repairs
- Boys & Girls Club facility upgrade
- Marysville Cold Weather Shelter
- Emergency food, clothing, housing and utility assistance.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim April 10-14, 2023, as

COMMUNITY DEVELOPMENT WEEK

in the City of Marysville in appreciation for the hard work of our Planning staff and the important role that Community Development programs play in our community.

Under my hand and seal this tenth day of April, 2023.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Cascade Industrial Center Update

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: March 6, 2023 City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[March 6, 2023 Work Session Minutes](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Work Session
March 6, 2023**

Call to Order

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

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, 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 (via Zoom), Parks Director Tara Mizell, CD Director Haylie Miller, Police Chief Erik Scairpon, City Clerk/Finance Planning Manager John Nield, Public Works Director Jeff Laycock, IT Director Stephen Doherty, Parks & Recreation Director Tara Mizell, Human Resources Director Megan Hodgson, Planning Manager Chris Holland, Police Chief Erik Scairpon (via Zoom), Asst. Police Chief Jim Lawless (via Zoom), Community Information Officer (CIO) Connie Mennie, Information Systems Administrator Chris Brown, Principal Planner Angela Gemmer, IT Services Supervisor Jeremiah Nyman (via Zoom), Deputy City Attorney Burton Eggertsen

Approval of the Agenda

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

AYES: ALL

Motion to excuse Councilmember Stevens moved by Council President Norton, seconded by Councilmember James.

AYES: ALL

Discussion Items

Public Comment

None

Approval of Minutes

- 1.) February 6, 2023 City Council Work Session Minutes

Motion to approve the February 6, 2023 City Council Work Session Minutes moved by Council President Norton, seconded by Councilmember Richards.

AYES: ALL

- 2.) February 13, 2023 City Council Meeting Minutes

Motion to approve February 13, 2023 City Council Meeting Minutes moved by Councilmember King, seconded by Councilmember Richards.

AYES: ALL

Consent

- 3.) February 10, 2023 Payroll in the Amount of \$1,803,805.67 Paid by EFT Transactions and Check Numbers 34467 through 34484
- 4.) February 15, 2023 Claims in the Amount of \$669,954.16 Paid by EFT Transactions and Check Numbers 160895 through 161029 with Check Number 160460 Voided
- 5.) February 22, 2023 Claims in the Amount of \$1,946,295.85 Paid by EFT Transactions and Check Numbers 161030 through 161185 with Check Number 158833 Voided
- 6.) February 24, 2023 Payroll in the Amount of \$1,729,696.46 Paid by EFT Transactions and Check Numbers 34488 through 34504
- 7.) March 1, 2023 Claims in the Amount of \$4,564,485.81 Paid by EFT Transactions and Check Numbers 161186 through 161372

Motion to approve Consent Agenda items 3, 4, 5, 6, and 7 moved by Councilmember Richards, seconded by Councilmember Condyles.

AYES: ALL

Review Bids

8.) Contract Award - Comeford Park Landscaping Project

Director Laycock reviewed this item to continue beautification of the park in front of City Hall. He reported that W Business Solutions LLC, dba Transblue was the low bidder.

Councilmember Muller asked about the final plans for the shroud around the bottom of the water tower. Director Laycock wasn't sure but said they could look into it collectively with Parks.

Councilmember Condyles referred to a line item for removal of structures and asked what would be removed. Director Laycock replied that it just covers minor demolition.

Councilmember King asked about start and finish dates. Director Laycock replied it would be as soon as possible.

Motion to authorize the Mayor to award and execute the contract for the Comeford Park Landscaping Project to W Business Solutions LLC, dba Transblue, in the amount of \$142,093.74 including Washington State Sales Tax, and approve a management reserve of \$14,209.37 for a total allocation of \$156,303.11 moved by Councilmember Muller, seconded by Councilmember James.

AYES: ALL

9.) Contract Award - Cedarcrest Booster Pump Replacement

Director Laycock explained this is related to a pump failure in September 2022. PumpTech, LLC was the low bidder. The pump for replacement came in cheaper than repair.

Motion to authorize the Mayor to award and execute the contract for the Cedarcrest Booster Pump Replacement project to PumpTech, LLC in the amount of \$127,582.28 including Washington State Sales Tax and approve a management reserve of \$12,758.23 for a total allocation of \$140,340.51 moved by Councilmember James, seconded by Councilmember King.

AYES: ALL

New Business

10.) Project Acceptance for State Avenue Phase I Corridor Improvement Project (100th Street NE to 104th Street NE)

Director Laycock explained this is project close out for State Avenue Phase I. Staff is recommending approval.

Motion to authorize the Mayor to accept the State Avenue “Phase I” Corridor Improvement Project, starting the 60-day lien filing period for project closeout moved by Council President Norton, seconded by Councilmember Condyles.

AYES: ALL

11.) Lease agreement with LINC NW

Director Mizell reviewed this item related to the office at Jennings Park. There is a stipulation for who the vendors would be for the building.

Councilmember Muller asked how they could prevent over capacity with parking. Director Mizell replied that their usage is just for the office itself which is limited capacity. Just like anybody else, they would have to come through parks to do a special event or rent the barn.

Council President Norton asked about the move-in date. Director Mizell replied they are planning on moving in March 15 through the beginning of April.

Councilmember King asked if they would have a sign on Armor Road. Director Mizell did not think so.

Motion to authorize the Mayor to sign the lease agreement with LINC NW for office space at Jennings Memorial Park moved by Councilmember Condyles, seconded by Councilmember Muller.

AYES: ALL

12.) An Ordinance amending the Temporary Sign Regulations

This item was moved to a future meeting.

13.) An Ordinance approving the Marysville 10 Degrees Rezone

Principal Planner Gemmer reviewed this rezone item and reported the Hearing Examiner had recommended approval.

Councilmember Muller asked if traffic would be an issue. Principal Planner explained that every project in this area models for the interchange being constructed. They ultimately will have access to the north as well as current ingress and egress points. Everything meets LOS standards for shorter time frame.

Councilmember Richards asked where they will get access to the property now. Ms. Gemmer discussed various access scenarios.

Motion to adopt Ordinance No. 3259 moved by Councilmember King, seconded by Councilmember Richards.

AYES: ALL

- 14.) An Ordinance Reestablishing the Downtown Commercial zone and associated amendments

Principal Planner Gemmer reviewed this item to re-establish the Downtown Commercial Zone and associated amendments.

Councilmember Condyles asked if it was easier to re-establish the zoning provisions as opposed to creating a new zone. Ms. Gemmer replied that it is easier because a new zone would need to go the Comprehensive Plan update process. It may be revisited in the future.

Motion to adopt Ordinance No. 3260 moved by Councilmember Muller, seconded by Council President Norton.

AYES: ALL

- 15.) An Ordinance Amending the 2023-2024 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3239

CAO Hirashima reviewed this item for reclassification of three positions.

Motion to adopt Ordinance No. 3261 moved by Councilmember Richards, seconded by Councilmember Muller.

AYES: ALL

- 16.) An Ordinance to Amend Chapter 7.06 MMC in Regard to the Utilization of Compost Products in City-Funded Projects

Director Laycock reviewed this item related to procurement of compost for city projects. This ordinance codifies the requirements of the State.

Council President Norton asked what this would change for the City. Director Laycock required it would change the way they utilize materials onsite. Generally, it would have a little more impact on Operations.

Councilmember Muller asked about thresholds they need to meet. Director Laycock replied that there aren't any yet. Councilmember Muller asked if they get any compost out of the decant. Director Laycock replied they used to but it is being sent off site now.

Motion to adopt Ordinance No. 3262 moved by Councilmember Richards, seconded by Councilmember James.

AYES: ALL

17.) A Resolution of the City of Marysville amending Resolution No. 2432 by shortening the time for repaying a \$1,445,500.00 interfund loan from the Solid Waste Management Fund 410 to the Parks Capital Improvement Fund 310, from thirty years to eight years

CAO Hirashima reviewed this item to amend the existing Res. 2432 regarding repayment of an interfund loan for the Opera House. Councilmember Muller spoke to how well the City manages its debt.

Motion to approve Resolution No. 2527 moved by Council President Norton, seconded by Councilmember Muller.

AYES: ALL

Councilmember King asked if there would be any credit for the old pump. Director Laycock did not think so but said he could check.

Mayor's Business

Mayor Nehring had the following comments:

- Senate Bill 5536, also known as the Blake Decision fix, passed out of the Senate on Saturday night. He thinks this is a solid movement in the right direction. They are pleased that it passed. Now it goes to the House of Representatives.
- He enjoyed National Reading Day Snuggle Up and Read at Kellogg Marsh Elementary.
- The Real Property Management ribbon cutting was nice event.
- It is great to see a scout in the audience.

Staff Business

Director Miller gave an update on the mobile food vendor contract after a year. She summarized there have been three applications throughout the year. She thinks there is interest, but they are still getting the word out. She thinks staff may want to look at some language regarding insurance requirements. Overall, it has been a good start. She recommended leaving it how it is for now.

City Attorney Walker stated the need for an Executive Session for two items - one potential litigation item with action expected and one collective bargaining item with no action expected for an estimated time of 10 minutes.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He attended the ribbon cutting for Housing Hope last week, and it was a really nice event.

- He walked 2nd Street last week and thinks it looks really good.

Councilmember James:

- He attended the AWC action days. He enjoyed interacting with colleagues and going to classes. He is looking forward to the next AWC event in June in Spokane.
- The officer award banquet on the 17th was a nice event.
- He took part in the First Responder Volunteer event. He thought this was a great event.
- He attended the ribbon cutting ceremony for Housing Hope at Twin Lakes. He is glad to see this project completed.
- He attended the coffee hour at the community center today.

Councilmember King:

- He reported that the Community Development Block Grant Committee recently met for final review of the applications.
- He attended the Housing Hope Phase 2 ribbon cutting. This is a great project.
- Last week he attended the Center for Public Safety Excellence Conference on behalf of the Fire Board. It was time well spent.
- He is looking forward to getting Comeford Park finished.

Councilmember Richards:

- Welcome to Life Scout Hunter White who came tonight to participate.
- There was a letter to the Mayor from a citizen with some complaints about traffic. He requested that people sign their letters so they can follow up.
- He spent two Sundays up at Getchell High School helping with law enforcement training.
- He attended a fundraiser for Little League at 5 Rights Brewing which was a very interesting event.
- Thanks to Councilmember King for covering him at this Wednesday's Park Board meeting.

Councilmember Muller:

- He really enjoyed the Housing Hope Phase 2 ribbon cutting. He is glad the City supports them.
- The police banquet was awesome.
- He attended the CPSE Public Safety conference where they discussed the regional issue of long wait times at local emergency rooms.
- He is looking forward to hearing the applicants for Hotel Motel grants this Wednesday.

Council President Norton:

- She reported on the February 14 Finance Committee meeting where they reviewed sales tax revenues and construction tax revenues. There was

discussion about utility billing COVID receivables and discussion about potentially implementing a credit card processing fee.

- She also reported on the February 21 Public Safety Committee meeting where they reviewed crime data. The northern area remains higher, especially for numbers of theft. She reviewed numbers related to new laws that were passed in December. Recruiting for the Police Department continues to go well.
- She also appreciated being able to attend the Police Department awards.
- She suggested it might be time to get an update on the WATV pilot program.
- Welcome to the Boy Scout in attendance.

Adjournment/Recess

Council recessed at 7:55 p.m. for five minutes and reconvened in Executive Session at 8:00 p.m.

Executive Session

Council moved into Executive Session at 8:00 p.m. to address two items - one potential litigation item with action expected and one collective bargaining item with no action expected - for an estimated time of 10 minutes.

Reconvene

Council reconvened at 8:10 p.m.

Motion to authorize the Mayor to sign and execute the Property Access Agreement with Pacific Realty Associates moved by Council President Norton, seconded by Councilmember Richards.

AYES: ALL

Adjournment

Motion to adjourn the meeting at 8:12 p.m. moved by Councilmember Richards, seconded by Councilmember Muller.

AYES: ALL

The meeting was adjourned at 8:12 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: March 13, 2023 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[March 13, 2023 Meeting Minutes](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
March 13, 2023**

Call to Order

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

Invocation

Pastor Alex Ghelli gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Kelly Richards, Council President Kamille Norton

Absent: Councilmember Steve Muller (excused)

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Police Chief Erik Scairpon, Parks, Culture, and Recreation Director Tara Mizell, Community Information Officer (CIO) Connie Mennie, Community Development Director Haylie Miller, Public Works Director Jeff Laycock, IT Director Stephen Doherty, Information Systems Administrator Chris Brown

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

AYES: ALL

Approval of the Agenda

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

AYES: ALL

Presentations

A.) Mayor's Volunteer of the Month

Darrel Jenkins was recognized as the March Volunteer of the Month for his service as an extraordinary coach.

Audience Participation

Julie Anderson, 4826 122nd Place NE, Marysville, introduced herself and her friend who are new residents in Marysville. They are very pleased with what they see in Marysville. She expressed appreciation for law enforcement and the fact that this is a good place to raise a family. She thanked the Council and Mayor for their service.

Consent

1.) March 8, 2023 Claims in the Amount of \$810,914.06 Paid by EFT Transactions and Check Numbers 161373 through 161537 with Check Number 160247 Voided

Motion to approve Consent Agenda item 1 moved by Council President Norton, seconded by Councilmember Richards

AYES: ALL

Review Bids

2.) Contract Award - State Avenue "Phase II" Corridor Improvement Project, 104th Street NE to 116th Street NE

Asst. Public Works Director Max Phan reviewed this item. He noted that over half the funding is coming from the Transportation Improvement Board.

Mayor Nehring was very pleased to see something under the engineers estimate in this bid environment.

Councilmember Richards asked about the reason for the 7.5% reserve instead of the usual 10%. Mr. Phan replied it is because it is a larger project.

Councilmember James asked about the start date. Mr. Phan replied that it would probably be late April or mid-May. There will be 260 working days for the project. Hopefully it will be completed by next summer.

Councilmember Stevens said he was wondering about the total amount of TIB funding they have gotten for this corridor overall.

Councilmember King was very pleased about the completion of this project.

Motion to authorize the Mayor to award and execute the contract for the State Avenue “Phase II” Corridor Improvement Project, 104th Street NE to 116th Street NE, to Reece Construction Company in the Amount of \$7,716,488.39 including Washington State Sales Tax and Approve a \$578,736.63 Management Reserve (totaling 7.5% of the contract value), for a Total Allocation of \$8,295,225.02 moved by Councilmember Richards, seconded by Council President Norton.

AYES: ALL

Public Hearings

3.) Community Development Block Grant - Program Year 2023 Annual Action Plan

Director Miller reviewed the Community Development Block Grant Program Year 2023 Annual Action Plan.

The public hearing was opened at 7:17 p.m. and comments were solicited. There were none. The hearing was closed at 7:18 p.m.

Motion to approve the Program Year 2023 Annual Action Plan, as recommended by the Citizen Advisory Committee, provide a summary of, and response to any comments received during the public hearing, into the Program Year 2023 Annual Action Plan, and direct staff to forward Program Year 2023 Annual Action Plan to the U.S. Department of Housing and Urban Development moved by Council President Norton, seconded by Councilmember Condyles

AYES: ALL

4.) First Amendment to Franchise Agreement with WaveDivision I, LLC, d/b/a Astound Broadband, powered by Wave

City Attorney Walker reviewed this five-year extension. Clarification questions followed.

Mayor Nehring opened the public hearing. There were no comments. The hearing was closed at 7:22 p.m.

Motion to authorize the Mayor to sign and execute the First Amendment to Franchise Agreement with WaveDivision I, LLC, d/b/a Astound Broadband, powered by Wave moved by Councilmember Stevens, seconded by Councilmember James.

AYES: ALL

New Business

5.) Participation Agreement for Washington State Settlement with Five Opioid Manufacturers and Pharmacies

City Attorney Walker reviewed this settlement agreement related to the opioid crisis.

Motion to authorize the Mayor to sign and execute the Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies dated January 27, 2023 moved by Councilmember James, seconded by Council President Norton.

AYES: ALL

6.) Milltown Marathon - Special Event Permit (SE23001)

Director Miller reviewed the special event permit for the Milltown Marathon put on by the Snohomish Running Club. She discussed the route and details of the event. Staff is recommending approval.

Councilmember Richards asked if 529 would be closed during the marathon. Director Miller stated that part of it would be closed. She will follow up with Councilmember Richards about specifics

Motion to approve the Special Event Permit (SE23001) for the Milltown Marathon on Sunday, April 2, 2023 moved by Councilmember King, seconded by Council President Norton.

AYES: ALL

7.) An Ordinance amending Community Business Zoning Regulations

Director Miller reviewed the proposed amendments to the Community Business (CB) Zoning Regulations. This item has been discussed at length with the Planning Commission, Council, and Economic Development Committee.

The Planning Commission has recommended revising the CB zone to allow for a density of 18 units per acre up to 27 units per acre using Residential Density Incentives (RDI). Staff is also proposing to allow a developer agreement to allow for horizontal mixed use development in the Lakewood Neighborhood Planning Area. This was to address some concerns they had with the area related to the types of development they were receiving. Staff believes this is a good option for the area to allow for a bit more flexibility through a developers agreement. She stated she had sent some examples of different density to the City Council as requested by Council President Norton.

Council President Norton asked how many acres are left in this area that would be impacted by this. Director Miller replied it would impact about 40 acres north of 156th Street NE.

Councilmember James commented he thought that staff had proposed something less than what the Planning Commission came up with. Director Miller explained this is a policy decision. She noted that staff had proposed R12 as the base density allowing the applicant to go up to 18 units per acre using the RDI. The reason staff chose that is because the adjacent zoning to the west is R-12, and this would be consistent with that. The Planning Commission believed that more density would be better in that area to help support commercial uses. They have suggested the alternative density - 18 units per acre up to 27 units per acre. That is still technically less than the density that this zone had before. Staff is supportive of either approach.

Council President Norton reiterated her concerns about increasing the density in this zone. She doesn't want to take away from the commercial element that she thinks will be important there.

Councilmember Stevens thanked Director Miller for putting the examples together. He thought it might also be helpful to see examples of residential densities over commercial uses in a true mixed use. He asked if the heights of 3 floors over commercial would be supported in that zone. Director Miller replied that the maximum height is 55 feet so that would be very doable. He stated he could support either recommendation. He agrees that more residential to support commercial would make it more viable, and design guidelines would help to ensure it is developed responsibly.

Councilmember Richards asked for confirmation that the plan is to require commercial on the bottom. Director Miller concurred. The only exception would be if there was a developer agreement approved by Council that met the intent of the code.

Council President Norton referred to the RDI and asked where the 27 number came from. Director Miller replied it aligns with one of the existing zones that allows for 18-27 units per acre.

There was discussion about options available to the Council. The Planning Commission is recommending Option 1 with a density of 18-27 units per acre with the option to allow a developers agreement.

Motion to adopt Ordinance No. 3263, approving the amendment to the Community Business Zoning Regulations, Option 1 with a density of R12-18 units per acre with the option to permit a developer agreement in the Lakewood Neighborhood Planning Area moved by Council President Norton, seconded by Councilmember Stevens.

Councilmember Stevens stated he was not in support of the motion but thought the 12-27 unit range was worth considering because it allows more flexibility for developers.

Councilmember Condyles spoke in support of the 18-27 density because it allows for more flexibility and still maintains commercial in this zone. He thought that this was the intent of the Planning Commissions from the discussions he had heard.

AYES: Norton
NOES: Condyles, James, King, Stevens, Richards
Motion Failed.

Motion to adopt Ordinance No. 3263, approving the amendment to the Community Business Zoning Regulations, Option 1 with a density of 12-27 units per acre with the option to permit a developer agreement in the Lakewood Neighborhood Planning Area moved by Council President Norton, seconded by Councilmember Condyles.

AYES: ALL

8.) Amendment No. 1 to the Ecology Grant Agreement WQC-2020-MaryPW-00100

Director Laycock explained this is a time extension for the grant agreement.

Motion to authorize the Mayor to sign and execute Amendment No. 1 to the Ecology Grant Agreement WQC-2020-MaryPW-00100 Moved by Councilmember Richards, seconded by Councilmember Stevens.

AYES: ALL

9.) Interlocal Agreement between Washington State Department of Corrections and the City of Marysville Police Department.

Chief Scairpon reviewed this item related to an Interlocal Agreement with the Department of Corrections to share resources, share information, and conduct joint operations.

Motion to authorize the Mayor to sign and execute the Interlocal Agreement Moved by Council President Norton, seconded by Councilmember Richards.

AYES: ALL

10.) Stormwater Management Action Plan

Director Laycock reviewed this item. Storm and Sewer Supervisor Matthew Eyer made a presentation regarding the Stormwater Management Action Plan. He discussed basin prioritization, retrofit site selection, source control and dumpster outreach.

Motion to approve the Stormwater Management Action Plan moved by Councilmember King, seconded by Councilmember Richards.

AYES: ALL

11.) 2023 Hotel/Motel Tourism Grant Funding Recommendations

CAO Hirashima presented the Hotel/Motel Tourism Grant Award funding results from the committee.

Motion to approve the Hotel/Motel Tourism Grant Award Funding for 2023 in the amount of \$138,950 moved by Councilmember Condyles, seconded by Councilmember James.

AYES: ALL

12.) Professional Services Agreement with Commonstreet Consulting, LLC for the 88th St NE – Phase 1 (State Avenue to 55th Avenue NE)

Asst. Public Works Director Max Phan reviewed this professional agreement with Commonstreet Consulting, LLC for right-of-way services for 88th Street NE - Phase I.

Councilmember Condyles asked how many acquisitions they are anticipating. Mr. Phan said they are anticipating 82 acquisitions.

Councilmember Richards asked if any of the amount would be grant money. Mr. Phan replied that the contract would be paid in part by county funds. There was an interlocal agreement for this corridor. The contract will be paid partially by city funds, but the acquisition will be paid by federal funds with a \$1.8 million grant.

Motion to authorize the Mayor to sign and execute the Professional Services Agreement with Commonstreet Consulting, LLC for right-of-way services associated with the 88th St NE – Phase 1 (State Avenue to 55th Avenue NE) Project in the amount of \$1,268,565.00 moved by Councilmember Richards, seconded by Councilmember King.

AYES: ALL

13.) An Ordinance of the City Council of the City of Marysville, Washington, Regarding the Legal Operation of Wheeled All-Terrain Vehicles and Reenacting Chapter 11.70 in the Municipal Code

City Attorney Walker explained that the previous ordinance was automatically repealed. Police report there have been no issues. This ordinance is identical to what Council approved last time.

Motion to adopt Ordinance No. 3264 moved by Council President Norton, seconded by Councilmember Richards.

AYES: ALL

Mayor's Business

Mayor Nehring:

- He was invited to judge the Future Chef event at Marysville-Pilchuck High School last week. They did a marvelous job, and he thoroughly enjoyed it.
- He and several councilmembers and staff were at the drug task force event last week.
- The pursuit bill nearly died last week but the conversation is still going.

- The Blake bill continues to await a vote.
- March 27 meeting will be cancelled due to a conference that the Council will be attending.

Staff Business

None.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He attended the drug task force event. It was nice to see common sense solutions provided that had evidence to back them up from other parts of the country.
- On Sunday he attended the 38th District Legislators Town Hall. It was interesting to get perspectives from our legislators on how the session is going. It also gave him a new appreciation for Mayor Nehring's coffee klatches because he is able to do them without screening questions.

Councilmember James:

- He reported on the March 7 Human Services Grant committee meeting where they allocated about \$200,000 to 7 of 14 very worthy recipients in Marysville.
- He also went to the public education seminar on Thursday. It was very impactful.
- He went to the State of Everett. Mayor Franklin did a great job.

Councilmember King:

- He gave an update on the Parks Board meeting he attended last week for Councilmember Richards. Some topics discussed included electric golf courts, an update on Strawberry Fields, the pump track going out to bid this spring, memorial applications, boat launch fees, rates for community center, new playgrounds, and a possible transfer of Twin Lakes Park to Marysville from the County at some point in the future.
- The Human Services Grant Committee reviewed 14 applications and approved 7. \$200,000 was available, and they had over \$500,000 in requests.
- He also gave an update on the Tulalip Tribes' annual General Council meeting.

Councilmember Stevens thanked some of the new residents in the audience for joining them and welcomed them to the community.

Councilmember Richards:

- He asked if they should send the draft sign code to local realtors to get feedback from them.
- He noted that March 13 three years ago is day schools shut down for COVID-19.
- Congratulations to Volunteer of the Month Darrel Jenkins.
- He asked if they are still doing the Pride of the Neighborhood awards. Mayor Nehring said they haven't done it for a while, but could look into it.

- He would like to see the City promote more tree planting.
- Thanks to the citizens in the audience for attending.
- He is looking forward to going to the conference in Washington DC in a couple weeks.

Council President Norton:

- She welcomed Julie and her friend to Marysville and thanked them for their kind words.
- She was pleased to see a coach recognized as the volunteer of the month.
- The drug task force presentation last week was impactful.

Adjournment

Motion to adjourn the meeting at 8:25 p.m. Moved by Councilmember Richards, seconded by Councilmember James.

AYES: ALL

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

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: Assistant Parks Director Dave Hall, Parks, Recreation & Culture

ITEM TYPE: Award Funding

AGENDA SECTION: New Business

SUBJECT: Marysville Human Services Grant

SUGGESTED ACTION:

Recommended Motion: I move to accept the Human Services Grant Committee recommendation to provide grant funding to Assistance League of Everett, The Marysville Food Bank, LINC NW, Marysville United Methodist Church, Salvation Army, Saint Vincent de Paul and Volunteers of America.

SUMMARY: The City of Marysville received 14 applications for the Human Services Grant with a total funding request of \$542,997.50. The selection committee used a rating tool to rate each submission. The committee recommends funding 7 agencies totaling \$200,000.

ATTACHMENTS:
[Funding Recommendation.docx](#)

Funding Recommendation

1. Assistance League of Everett	\$20,000
2. Marysville Food Bank	\$35,000
3. LINC NW	\$40,000
4. Marysville United Methodist Church	\$10,000
5. Salvation Army	\$50,000
6. Saint Vincent de Paul	\$30,000
7. Volunteers of America	\$15,000
Total	\$200,000

Assistance League of Everett – Operation School Bell

The Assistance League of Everett is a nonprofit, all-volunteer organization whose philanthropic programs promote the wellbeing and self-esteem of children, teens, and adults in Snohomish County. We are seeking funding for students attending public schools within the Marysville School District to access Operation School Bell (OSB), our premier program through which we provide new school clothes for children throughout Snohomish County who would not otherwise be able to afford new clothes. Since launching this program, approximately 115,000 children have received nearly \$10 million of new, back to school clothing. Last school year we served nearly 500 children attending school in Marysville by providing each of them with a full wardrobe of new clothing. Countywide 4,212 students were served through this program in the 2021-2022 school year, an increase of over 20% from the previous year. We are requesting a contribution from City of Marysville Human Services Grant Program of \$22,500, which would allow us to provide a full wardrobe of back-to-school clothing to ten students from each of the 18 participating schools within Marysville School District (180 student's total). Younger children come to our facility to shop. We have set up a boutique style shopping experience. They come into our shop and look through racks of brand new clothes. Working with a personal shopper, they select shirts, pants, hoodies, socks, underwear, a coat, a scarf, gloves, a pair of shoes, a book and a hygiene kit. We support and encourage them to select items that fit well and that they love throughout the process, building up their self-esteem and providing an opportunity for self-efficacy that many rarely have. Teens have the option to be served through a different distribution model that we call "Teen Retail". They are provided with a voucher through the counselor's office at their school that allows them to shop for clothing and shoes only at Fred Meyer at their convenience. At the request of any school, district or program participant, we will provide a form for children or their parents to fill out regarding their sizing and stylistic preferences and have one of our volunteers select a new wardrobe for them according to their wishes and have it delivered to them. Regardless of the distribution model they choose, this program not only provides students with clothes, but also with confidence that increases the likelihood of their success in school.

Marysville Food Bank – Dairy Program

We are seeing a 30% increase in our services. With the economy still struggling we are seeing more clients coming to the food bank due to food insecurity. We are asking for funding to help us purchase dairy products such as milk, eggs and butter. These items contain protein to add to their daily nutrition. These items will be given to anyone who is in need of our services. Clients are able to come to the food bank once a week and these items will be available each week for the clients to have access to them. In the past we have always provided milk to our clients, but we wanted to expand that source of nutrition to include eggs and butter. We serve just over 400 families a week from the age of birth to senior with no judgement or discrimination.

LINC NW – Resource Center Extreme Weather Shelter Programming

LINC NW staff work with community members to provide vital services and resource navigation that help individuals and families to stabilize and build resilience. Our work is funded through various charitable organizations, government contracts, and individual and corporate contributions. Much of this funding provides specific support to our staff and volunteers to provide those services and

bridge the gaps between contracts. A specific example of that: Snohomish County's Cold Weather contracts go live on November 1st. Utilizing these funds to reengage staff and volunteers on October 1st allows us to be ready for the Cold Weather to start in November. Without that bridge, we would scramble to be ready for clients. We also utilized funding to provide emergency shelter through hotel vouchers for families with children, the elderly, and persons with disabilities. This program allows us to partner with local hospitality services to provide a safe place to rest, make phone calls, have a hot meal, and work to access services for longer-term support. This funding is secured and only requires our staff to implement. Our team partners with Marysville-specific hotels and works to keep our funding inside the Marysville City limits. This funding allows our team to continue to provide this support and, again, bridges small gaps in funding stipulations. As previously expressed our existing funding is deliberately focused on cold weather sheltering and does not provide for heat or smoke-related weather. With this funding, we will be empowered to continue to provide heat-related resources for Marysville cooling stations such as bottled water, cold electrolyte-based beverages, and frozen snack items. This partnership will continue with the Marysville and Smokey Point Libraries, city and youth services summer programs, and senior assisted living facilities. We will work to distribute smoke filtering masks to clients and air filters for those with access to fans and shelter.

Marysville United Methodist Church – Kloz 4 Kidz

As an organization, Kloz 4 Kidz's mission is to ensure that all school-aged children living in Snohomish County are able to attend school adequately clothed without the stigma of having inadequate or insufficient clothing. We have proudly served families of the community and specifically the Marysville school district for just under 15 years. In that time we have served thousands of children from low-income families. While the need is nothing new, we have noticed a significant uptick in newly immigrated Eastern European and Ukrainian families using our services the last 6 months as a result of the war. While much of our inventory is donated by the community and local school lost & founds, a part of our mission is providing new socks & underwear and a new pair of shoes to each child who uses our services. The majority of our annual budget goes to the purchase of these items. Depending on donations and amount of children served, sometimes it is necessary to purchase jackets, shirts, or pants to restock inventories. During months of peak operation, we typically spend \$2,500 purchasing these items. A completely volunteer-run operation, 100% of grant funds will go to these program expenses.

Salvation Army – Emergency Assistance Program

Grant funds will be dispersed through The Salvation Army's Marysville Community Center. All funds will be used in the following manner:

- Rent assistance to prevent evictions.
- Temporary shelter while helping families/individuals get into housing.
- Utility assistance to prevent service shut off.
- Administrative costs in support of the program.

Saint Vincent de Paul – Assistance Program

The St. Mary and St. Anne Conference of the Society of Saint Vincent de Paul strives to provide assistance to each and every caller based on their individual needs. We fill a gap that other agencies cannot. No work of charity is foreign to our Conference.

These services include:

- Rent and utilities assistance.
- Medical assistance, e.g., durable equipment, prescriptions, eyeglasses, hygiene items, and other as needed.
- Basic assistance, e.g., food vouchers, clothing vouchers, cell phone bills, gasoline, propane for cooking and heat, car repair, bus fare, and other as needed.

Volunteers of America Western Washington – Maud’s House

Maud’s House, an emergency shelter operated by Volunteers of America Western Washington, currently operates as the only emergency shelter for women and children in north Snohomish County. With capacity to serve eight women and their children experiencing homelessness, Maud’s house offers low-barrier safe sheltering in private family rooms, access to resources and on-site supportive services to support families in their journey to household stability. Mothers in our program most often arrive at Maud’s House with a history of involvement in the child welfare system, substance use disorder, mental health issues, recent family dissolution, and/or domestic violence. Our program seeks to promote healing and empowerment by building a supportive community for mothers while at our shelter and within the greater Marysville community. We seek to build these connections by working with community partners to develop on-site, accessible services most requested by participating mothers. Financial support from the City of Marysville would bring a new program offering to Maud’s House residents and other child welfare involved families in Marysville. In partnership with Penny Davis, owner of Respectful Relationships LCC, Maud’s House will host four separate series of seven-class workshops focused on supporting positive discipline parenting. Penny is a certified Positive Discipline Trainer with more than 40 years of experience as a parenting educator and significant experience supporting families involved within the child welfare system. Parents of the workshop series will have access to onsite childcare during the workshops and support with transportation using bus passes or taxi services will be available to those in need. All workshop related services would be provided at no cost to participants.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: Transportation and Parks Maintenance Manager Jesse Birchman,
Public Works

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Professional Services Agreement with Transpo Group USA,
Inc. for the Comprehensive Plan's Transportation Element
Update

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign
and execute the Professional Services Agreement with
Transpo Group USA, Inc. for the Comprehensive Plan's
Transportation Element Update Project in the amount of
\$258,878.00.

SUMMARY:

The work to be performed consists of updating the City of Marysville Transportation Element of the Comprehensive Plan. This update will assess city-wide multimodal transportation needs and guide prioritization of investments to serve Marysville residents, businesses, and visitors over a 20-year planning horizon. In doing so, the update will define transportation policies, goals, programs, and projects to align with the City's Comprehensive Plan vision. To prepare for the future, the update will respond to transformations that are occurring through zoning changes, population increases, and transportation infrastructure investments as well as address emerging policy and technology trends. In addition, the update will incorporate larger concepts such as equity, health, safety, maintenance, shared-use mobility, accessibility, sustainability, and livability.

The consultant's efforts include public outreach, the technical analysis supporting this document (modelling, transportation planning/ engineering, etc.), developing and reviewing proposals for policy or goal modifications, updates to the Traffic Impact Fee (TIF) program, and document preparation to be combined with other separately prepared Comprehensive Plan elements.

On February 8th and 15th, 2023, City staff advertised a request for proposals and received one proposal from Transpo Group USA, Inc (consultant). The consultant performed our last Transportation Element Update in 2015 and has continued to serve the City well on other projects since then. It is in staff's opinion, that the attached Professional Services Agreement demonstrates a clear scope of work, acceptable fee estimate of \$258,878.00 and obtainable schedule to complete the plan update.

ATTACHMENTS:

[Marysville PSA-Transp Comp Plan_Transpo signed 03.30.23.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND TRANSPOR GROUP USA, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Transpo Group USA, Inc., a corporation incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 12131 113th Ave NE Suite 203, Kirkland, Washington 98034 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on full execution by the Consultant and City and shall terminate at midnight on December 31, 2024. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **two hundred fifty eight thousand eight hundred seventy eight dollars and zero cents (\$258,878.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

4.6 INDEMNITY.

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

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

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

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

_____ (City Initials) JCP (Contractor Initials)

4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

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

4.10 EMPLOYMENT.

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

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

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

Jesse Birchman

80 Columbia Ave

Marysville, WA 98270

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

TRANSPO GROUP

Jon Pascal

12131 113th Ave NE, Ste. 203

Kirkland, WA 98034

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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


DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 30th day of March, 2023.

CONSULTANT

By  _____
Jon C. Pascal (Name)
Its: Managing Principal (Title)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

Attachment A - Scope of Services

Client Name:	City of Marysville		
Project Name:	Transportation Element Update		
Exhibit Dated:	March 29, 2023	TG:	1.23062.PR

Background

Since the preparation of Marysville’s last Transportation Element update in 2015, the growth areas that Marysville had planned for are attracting people and industries to the City. The growth has continued at a brisk pace with many additional housing developments and commercial activity. At the same time, the City has been successful in moving a number of important transportation priorities forward. The update of the Transportation Element must address all the various changes that have occurred, but also provide a good policy and planning road map for the future to respond to the changing needs and priorities of the community. Based on our experience and familiarity with the City, Transpo Group (consultant) will assist the City of Marysville (City) in updating its Transportation Element (TE).

Scope of Services

Based on discussions with City staff, the consultant has prepared the following scope of services to support an update of the City’s TE. The primary study area will be the City and its Urban Growth Area (UGA). The scope covers a total of six major tasks:

1. Community Outreach & Agency Coordination
2. Existing Conditions Evaluation
3. Goals/Policies and LOS Standards
4. Needs Assessment
5. Improvement Projects/Programs
6. Documentation and Implementation

Key Assumptions

- City staff will review all deliverables in a timely manner.
- Existing and future land use assumptions will be summarized and provided by the City.
- Other data needs and support from the City are identified for each task.
- Meeting attendance will be virtual, unless otherwise noted.
- All deliverables will be provided electronically via PDF and in their original file format.
- All relevant and available data such as aerial photos and GIS data will be provided by the City.
- Format of the updated Transportation Element will be consistent with the existing document.

Task 1. Community Outreach & Agency Coordination

The Community Engagement Program will be used to support the update of the TE. It includes four primary subtasks – regular project team meetings, online survey, online open house, and planning commission/city council meetings. The community engagement program can be coordinated with other elements of the Comprehensive Plan update, where feasible.

Subtask 1A. Regular Project Meetings with City Staff (Monthly Meetings)

The consultant will coordinate with the Project Team on a monthly basis throughout the duration of the project. The coordination will address project scope/status, technical and policy direction, budget, schedule, and plan for the Planning Commission or City Council meetings, and public open house. These coordination meetings will be primarily held through virtual online meetings via Microsoft Teams.



Subtask 1B. Online Survey

An online survey will be conducted to inform and gather feedback on the plan priorities. The survey would gather general input on transportation needs and priorities. Survey results would be analyzed and summarized to identify key outcomes.

Subtask 1C. Online Open House

An Online Public Open House will inform the public of the plan update and gather input, ideas, and feedback, helping to ensure the update is meeting public needs and expectations. The goal of the open house is to share the draft projects and priorities in the TE and gather feedback. Input opportunities will focus on specific projects and priorities. An in-person open house could be substituted in the place of the online open house.

Subtask 1D. Planning Commission and City Council Meetings (4 Meetings)

The consultant will present to both the Planning Commission (2 meetings) and City Council (2 committee workshops) to review results of the planning process. These four meetings (two meetings each) will be held at key junctures during the plan update to ensure their input can be utilized in decisions. It is assumed that attendance will be in-person. Informal open houses will be held immediately before each meeting for the public to learn more about the information to be presented and to share comments and ideas directly with consultant staff. The informal open houses will include boards and two consultant staff members. Staff is expected to lead additional meetings utilizing materials from the consultant team with the Planning Commission and City Council, if required.

City Support:

- *Promote all public events through existing City communication channels (e.g., social media platforms, listservs, website)*
- *Host web page, with consultant team providing project deliverables to post*
- *Assist with open house logistics and staffing*
- *Arrange for Planning Commission/City Council meetings*

Consultant Deliverables

- *In-person meeting attendance at PC or CC meetings (4)*
- *Presentation materials for PC or CC meetings (4)*
- *Online open house (one online open house, preparing for, promotion materials, staffing and reporting)*
- *Open house boards and attendance of 2 staff for PC or CC meetings (4)*
- *Online survey and summary of results*

Task 2. Existing Conditions Evaluation

This task will be used to update the existing conditions inventory and analysis documented in the current Transportation Element. It will build off the City's existing data, GIS, and recent and ongoing transportation projects. It will highlight changes since the last TE was adopted. In addition, this task will update the City's travel demand model.

Subtask 2A. Review Existing Studies and Plans

The City will confirm recent transportation and land use studies and plans for use by the consultant. These will include subarea plans, corridor transportation studies/plans, development traffic impact studies, aerial photographs, GIS datasets, and similar materials. The consultant will extract relevant information for the update of the TE. The information will be utilized to assist in confirming the areas of the TE that need to be updated.

The City's current Six-Year Transportation Improvement Program (TIP) will be reviewed and summarized. This will provide the baseline for the evaluation of future conditions within the City. The consultant also will document WSDOT, Snohomish County, Arlington, and other agency improvements that may be applicable for the TE Update.

Subtask 2B. Assemble Transportation Data

In order to establish a solid foundation for the TE update, the consultant will assemble and analyze key transportation system data. These factors will also support development and refinements of the traffic operations and travel demand models. Data will be collected from the City, WSDOT, and other sources, as applicable. The focus of this task will be to update the inventory to reflect changes to the transportation system since the prior TE was prepared. The following highlights key work elements of this subtask.

Roadway and Intersection Inventory

The consultant will update the existing system of roadways and intersections within the City and its UGA and adjacent study area.

Traffic Volume Data

Daily tube counts and intersection turning movement traffic counts will be gathered. The traffic count data will be used to understand changes in traffic trends since the previous TE was prepared. It is assumed approximately 40 new intersection counts and 30 new daily roadway vehicle classification and speed counts will be collected, in addition to recently available data sets.

Origin-Destination (O-D) Evaluation

Replica origin-destination data will be used in understanding travel patterns in the City and confirming travel model trip distribution assumptions. The Replica origin-destination data will be analyzed and summarized to better highlight where trips in the City are coming from and going to. The information will be summarized in maps, tables, and summary text to illustrate the origin-destination information and how it has been utilized in the planning process.

Collision Data

The consultant will assemble and analyze collision data from the City and WSDOT. The data will cover the most recent five-year period. High accident locations and corridors will be identified. The primary types and possible causes of the collisions will be identified. Collisions involving pedestrians or bicyclists will also be documented.

Rail and Truck Freight

Existing truck route designations will be updated and documented. The percentage of heavy vehicle traffic in major travel corridors will also be evaluated, where available. The volume of heavy vehicles may affect the type and/or design of transportation improvements. Statewide data will be utilized to determine the approximate number and type of trains traveling through the City.

Transit Service, Ridership, and Transportation Demand Management Programs

We will update the inventory of existing transit routes and facilities serving Marysville. As available, we will document existing transit ridership. We will also document locations and utilization of park-and-ride lots serving the City. Current paratransit services and other rideshare programs will also be summarized.

Subtask 2C – Analyze Transportation Networks

The network evaluation will identify and confirm gaps in the pedestrian and bicycle system, and consider any updates to roadway functional classification, truck routes, and future street connections.

Using the City's existing Synchro and Sidra PM peak hour traffic operations models, the existing levels of service will be updated. The measures of effectiveness reported would include intersection levels of service (LOS) and vehicle delay. Significant traffic queue impacts also will be identified for key locations. The information will be reviewed with City staff. The LOS analysis will focus on the PM peak hour.

The multimodal analysis effort will include a GIS exercise in evaluating needed updates to the transportation network maps and confirm the remaining gaps in the active transportation network. The results of the evaluation will be potential updates to the functional classification map, truck route designations, locations of future street connections, street typologies, and future bicycle and pedestrian network maps.

The pedestrian system map will be updated to identify sidewalks, trails, pathways, and mid-block crosswalk locations that have been added since the TE was prepared. Locations where there are still gaps in the pedestrian system will be identified.

The bicycle system map will be updated to identify changes to the system since the last TE update. Best practices for integration of bicycle facilities into transportation networks – such as those provided in the NACTO Urban Bikeway Design Guide, and Urban Street Design Guide – will be considered in updating the bicycle system.

Subtask 2D – Develop Base Year Travel Demand Model

This task involves updating the current City travel demand model to a 2023 base year model to reflect current conditions. It is anticipated that the model network and transportation analysis zones (TAZs) will not need major changes but will incorporate recent changes related to the Lakewood and Cascade Industrial Center areas. Land use data for the base year will be assembled for each TAZ based on the previous model, U.S. Census data, and cross-checked by the City. It's important that the City provide land use control totals that match information in the Land Use Element. The model update will use updated counts and information from Replica to help in the model calibration and validation.

The model will continue to be based on weekday PM peak hour conditions using the Visum software platform. The base year for the calibration model will be 2023. The forecast year of the model will be consistent with the Comprehensive Plan horizon year. Other minor model parameter updates will be performed based on the current state of the practice and anticipated model needs.

City Support:

- *Provide latest Geographic Information Systems (GIS) base layers (aerials, streets, speed limits, intersections, sidewalks, functional class, etc.)*
- *Provide available transportation and land use studies and plans*
- *City TIP and other improvement project descriptions and status*
- *Traffic signal timing for City signals*
- *Review and input on results of existing conditions analyses*
- *Input on existing land use data*
- *Input on transportation network maps*

Consultant Deliverables

- *40 new intersection counts*
- *30 new daily roadway classification counts*
- *Updated traffic operations model*
- *Base year travel demand model*
- *Updated transportation network maps and GIS files*
- *Maps and tables summarizing the existing transportation facilities*
- *Updated sections of the TE related to this task*
- *Slide deck summary for discussion purposes*

Task 3. Goals/Policies and Level of Service Standards

The consultant will review the City's existing transportation goals and policies to ensure they are consistent with other policy updates by the City, while also addressing the requirements from the PSRC and the Department of Commerce. As part of the policy review, the City's level of service standards will be updated to incorporate multimodal guidelines and the City's Complete Streets policy will be reviewed.

Subtask 3A – Transportation Policy and Goal Review

The TE contains established goals and policies for the transportation system. The policies will be reviewed to ensure conformance with the Washington Growth Management Act and the adopted PSRC Plans. The review will also confirm that policies in the TE are consistent and supportive of other policies in the Comprehensive Plan. Inconsistencies will be identified, and suggested revisions will be prepared for the TE,

depending on feedback from City staff. New and emerging topic areas or issues will be presented to determine if policies should be updated or expanded. Based on City comments/direction, we will finalize the goals and policies.

Subtask 3B – Multimodal Level of Service Standard Updates

The consultant will work with the City to evaluate multimodal level of service standards, consistent with guidance from PSRC. City-wide and/or sub-areas specific LOS standards in relation to land use context and network availability will be considered and will address each travel mode. The level of service standards will set the framework for defining and prioritizing multimodal transportation improvements and programs. Any updates to the standards will identify potential options for refinement to better align with the City's overall Comprehensive Plan goals and vision, and unique characteristics.

Subtask 3C – Complete Streets and Street Typologies

The City's existing complete streets policy and street typology maps will be reviewed and updated, as appropriate, to be consistent and supportive of outcomes of the modal network plans. The effort will ensure consistency across City code, policies, and future vision of how the transportation system will evolve to serve a growing number of users who depend on a variety of modes.

City Support:

- *Direction/comment on Multimodal Level of Service options*

Consultant Deliverables

- *List of suggested policy edits*
- *White paper or slide deck summarizing multimodal LOS options*
- *Complete street policy revisions*

Task 4. Needs Assessment

This task will focus on evaluating the City's transportation systems improvement needs. It will build off the existing conditions, travel forecasts, and operations analyses.

Subtask 4A - Prepare Future Traffic Forecasts

Land use data for the future year will be assembled for each TAZ based on the updated land use prepared for the new Comprehensive Plan (in other words, City will provide land use to the consultant). The future land use data will be input into the model along with the planned transportation improvements to generate future PM peak hour traffic volumes. The resulting forecasts will be reviewed for reasonableness and adjustments will be made, if needed.

Subtask 4B – Evaluate Future Baseline Conditions and Alternatives

Using the traffic forecasts, future baseline LOS will be calculated. Similar to the existing conditions summary, future intersection operations will be summarized using similar metrics. The Synchro and Sidra models will be modified to reflect the recommended future transportation improvements identified for the TE update, including network identified for the CIC and other City growth areas. The Synchro and Sidra analysis will be used to further refine the improvements and assist in evaluating the overall improvements to the transportation system. The model will also be used to evaluate potential future street connections to determine their overall impact on the transportation network.

Subtask 4C – Future Framework Plan

Using the assessment of the pedestrian and bicycle network gaps and an understanding of travel forecasts and LOS, areas in need of improvement will be confirmed. The effort will include both a GIS exercise in confirming specific gaps in the network, and a review of the traffic operations evaluation prepared using the travel demand model. The results of the evaluation will be a preliminary map of locations in need of improvement that can then be discussed and shared with staff to form the basis for updating the long-term

project list. The pedestrian, bicycle, transit, and roadway systems maps will be redlined to note potential updates to consider.

In addition to formal transportation analysis and forecasting, long-range planning will also include anticipated emerging transportation trends that may change our basic assumptions concerning transportation systems. Within the last two decades, technology has come closer to past futuristic visions with regards to autonomous, connected, shared, and electric vehicles. It is likely that by the end of the planning period, some or all of these technologies will be deployed to realize some of these long-imagined ideas. This plan will address these emerging technologies and the impacts they may have on the transportation network.

City Support:

- *Estimates of future land use*
- *Identification of future baseline projects, street connections, and alternative network scenarios*

Consultant Deliverables

- *Forecast year travel demand model*
- *Forecast year operations models*
- *Maps identifying future needs*
- *Slide deck summarizing key task findings*

Task 5. Improvement Projects/Programs

This task will focus on defining the City's transportation systems improvement needs, building from the prior needs assessment and existing plan. The long-range transportation improvement projects and programs will be updated to reflect the prior analysis.

Subtask 5A – Transportation Improvement Project List

The City's long-term list of transportation improvement projects and programs will be updated. The improvement projects and programs will be updated to address roadways and intersections, active transportation, safety, transit, and freight. The projects maps will be updated in GIS to illustrate the locations and relationships of the improvements. In addition to the specific improvement projects, a broader set of transportation program needs will be confirmed such as maintenance and operations, and neighborhood traffic safety.

Subtask 5B – Cost Estimates and Priorities

Project cost estimates will be developed using a planning-level cost model that incorporates specific assumptions related to unit costs. The parameters for the cost model will account for "bid tabs" from recent improvement projects in the City and adjacent communities. A desktop exercise to review project locations will be conducted to identify any environmental or other issues that could affect the cost estimates. The resulting planning level cost estimates will provide a reasonable foundation for the financial plan.

The evaluation of project priorities will build from the ADA Transition plan prioritization framework and previous Transportation Element criteria-based process to prioritize the projects. Criteria to consider including will measure safety, multimodal connectivity, support of alternative modes, equity, climate change, and the land uses served by the project. The criteria will consider input from the Planning Commission and City Council. The criteria will be used to confirm project priorities. Each improvement project will be assigned an anticipated timing for completion (e.g. short [6-year], medium, long). The resulting priority and timing will likely be adjusted based on the financing program.

City Support:

- *Recent project bids*
- *Review and input on priorities and timing of improvements*

Consultant Deliverables

- *Project list and map*

- *Planning level cost estimates*

Task 6. Documentation and Implementation

The consultant will assemble the work completed in the prior tasks and update the TE document for adoption by City Council.

Subtask 6A – Update Transportation System Plans

Each of the following system plans will be updated consistent with the identified transportation network refinements, project list, financing plan, and the updated goals and policies. The modal plans will be strengthened to address multimodal connections to key destinations within the City. A discussion of implementation strategies will also be provided.

Vehicular System

Improvement projects for the City street and state-owned highway system will be identified to resolve existing and future roadway deficiencies and performance issues. The roadway functional classification will also be reviewed and updated to support the overall transportation system.

Freight Systems

Truck routes serving the City will be reviewed and updated, as needed, to be consistent with the revised goals and policies. There will be a focused consideration of freight truck travel and rail crossings.

Pedestrian and Bicycle Systems

The pedestrian and bicycle systems plans will be revised and updated. The update will focus on incorporating new links or reflecting changes in on-street active transportation facilities associated with roadway projects or planned off-street trail connections. A key element of the system plans will be to ensure there is consistency with the Complete Streets Policy, Regional Trail Map, and Pedestrian and Bicycle Plans.

Public Transportation System and Transportation Demand Management

Public transportation service and facility needs will be identified to support the City's TE. Transit options to serve forecast growth areas as well as existing needs will be identified. A transit system map will be prepared to identify the corridors served by transit today, and those the City will work with Community Transit in the future to advocate for additional transit service. The public transportation system plan will be coordinated with the street and highway, and active transportation improvements to make sure they support the proposed transit service programs. Strategies to reduce traffic volumes through transportation demand management programs will also be documented.

Subtask 6B – Update Financing Plan

The City will provide the consultant summaries of revenues and expenditures related to transportation covering the past 3 to 4 years. Revenues will include fuel tax revenues, transportation impact fees, real estate excise taxes, general funds, grants, and other transportation funding. Expenditures will include capital projects, maintenance, operations, administration, and other costs related to maintaining the transportation system.

The revenues and expenditures will be summarized for use in extrapolating potential future funding levels from existing sources. Estimates of future revenues from these sources will be prepared and reviewed with appropriate City staff. Estimates of future expenditures for maintenance, operations, and administration also will be provided by the City.

Based on the levels of existing revenues versus expenditures, other potential funding options will be evaluated. These will include:

- Partnering with state or other agencies to fund improvements (WSDOT, Arlington, and Snohomish County)
- State or federal grants
- SEPA mitigation

- Frontage improvements
- Transportation Benefit District
- Business Improvement Districts or Special Assessment Districts
- Street levy
- Transportation Impact Fee Update

The draft financing program will be summarized in tabular form. As required by GMA, the TE must identify a reassessment strategy if anticipated funding is not sufficient to cover the total costs of the improvement projects and programs. We will update implementation strategies and associated policies to meet that requirement.

Subtask 6C – Prepare Draft and Final Transportation Element

The updated multimodal transportation system projects and programs, the goals and policies, and the financial plan will be brought together into an updated draft TE. The preliminary draft TE will be provided to City staff for review in electronic format. Based on comments, a draft final TE document will be prepared for review by the Planning Commission and City Council.

Following review and comment by the Planning Commission and City Council, the TE will be finalized and transmitted to Department of Commerce and PSRC for review. This assumes only editorial type changes and does not provide for significant changes in policy direction, the transportation system plans, or similar larger scale revisions.

Subtask 6D – Concurrency Framework Updates

The consultant will review and evaluate the City's concurrency policies. The primary objectives for the concurrency management program will be defined, which will guide the program update. Other program examples will be summarized from other cities in Western Washington to develop a set of program alternatives. These alternatives will be evaluated based on their adherence to the City's broad objectives. Based on results of the evaluation, and direction from the City staff, the consultant will develop the methodology and framework for Marysville's transportation concurrency program.

The program will be based on changes to the level of service standards, long-term project list, and/or outputs from the updated travel demand model. The effort will include potential high-level monitoring tools to match the City's objectives and resources. Administration guidelines will be prepared for staff to follow as part of the development review process.

Subtask 6E – Impact Fee Program Updates

The consultant will identify options the City could consider to develop a multimodal impact fee rate program, based on the updates to the LOS standards and multimodal project list. The travel demand model and updated project list/costs will provide the primary basis for updating City's Transportation Impact Fee Program. The eligibility of improvements currently included in the City's TIF, along with new projects identified in the TE, will be reviewed to confirm that they should be included in the impact fee program. The model will be used to allocate TIF project costs to the impact fee. The model will be used to identify the proportion of growth trips versus existing trips. Cost allocations also will consider assessment of grants and the cost for resolving existing deficiencies. The product of this task will be a cost allocation spreadsheet identifying the projects likely to be partially funded through the impact fee program. The impact fee rate schedule will be updated to reflect the revised project costs, cost allocations, and modal areas. The TIF ordinance will be updated by City staff to reference the revised fee schedule and other changes, as needed.

Subtask 6F – Performance Tracking

This task will develop an annual framework to track and report overall implementation of the City's Transportation Element. The intent is to show policy leaders the level of progress that the City is making toward accomplishing the long-range transportation plan. This may include items such as projects completed, crash statistics, percent complete of active transportation systems, and transit ridership. This may also include development-related statistics, such as building permits or added square feet of

commercial space. This would be compared to previous years in a type of dashboard that could be shared online as a report card.

Subtask 6G – SEPA Compliance & PSRC Certification

The City will be required to submit a SEPA checklist and PSRC certification checklists. The consultant will assist in completing the transportation components of the checklists. One round of review and comment by the reviewing agencies is anticipated.

City Support

- *Input on current concurrency and development review programs*
- *Summaries of City's transportation revenues and expenditures for past 3 to 4 years*
- *Coordination on performance tracking process*
- *Review of overall financing program for TE*
- *Review and input on draft and final TE*

Consultant Deliverables

- *Finance spreadsheet files*
- *Draft/Final Transportation Element in electronic format*
- *Slide deck summary of key TE findings and recommendations*
- *Technical memorandum documenting preferred Concurrency Program framework*
- *Performance tracking process*
- *Impact Fee Program documentation*
- *SEPA and PSRC checklist*



Number / Project Name
1.23062 Marysville TE Update

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

Name:
Billing Rate:

Transpo Group						
Project Manager	Senior Planner	Project Engineer	Analyst	GIS Analyst	Outreach Specialist	Project Admin
JCP	BMT	JL1	AAC2	JBDH	JJ1	AMC
\$290.00	\$245.00	\$170.00	\$125.00	\$125.00	\$245.00	\$185.00

Labor:

Work Task							Hours	Cost	
TASK 1 - Community Outreach & Agency Coordination									
1A. Monthly Project Meetings with City Staff	12	6	6			6	30	\$7,080	
1B. Online Survey	2	4		24		16	46	\$8,480	
1C. Online Open House	16	8	8		12	16	60	\$13,380	
1D. Planning Commission and City Council Meetings (4 meetings)	24	8	24		8	24	88	\$19,880	
TASK 2 - Existing Conditions Update									
2A. Review Existing Studies and Plans	2	4	8		2		16	\$3,170	
2B. Assemble Transportation Data	4	8	24	32	16		84	\$13,200	
2C. Analyze Transportation Network	4	12	16	24	32		88	\$13,820	
2D. Develop Base Year Travel Demand Model	2	24	60				86	\$16,660	
TASK 3 - Goals/Policies and LOS Standards									
3A. Transportation Policy and Goal Review	2	8	16				26	\$5,260	
3B. Multimodal Level of Service Standard Updates	4	24	8	8		4	48	\$10,380	
3C. Complete Streets Policy	2	8	4		4		18	\$3,720	
TASK 4 - Needs Assessment									
4A. Prepare Future Traffic Forecasts	2	8	12				22	\$4,580	
4B. Evaluate Future Baseline Conditions & Alternatives	2	8	16	24			50	\$8,260	
4C. Future Framework Plan	4	16	32	8	24		84	\$14,520	
TASK 5 - Improvement Projects/Programs									
5A. Transportation Improvement Project List	4	12	24		8		48	\$9,180	
5B. Cost Estimates and Priorities	2	24	8	32	2		68	\$12,070	
TASK 6 - Documentation and Implementation									
6A. Update Transportation System Plans	4	12	24		16		56	\$10,180	
6B. Update Financing Plan	4	16	12				32	\$7,120	
6C. Prepare Draft and Final Transportation Element	8	20	16	8	16	16	84	\$16,860	
6D. Concurrency Framework Updates	8	24	24		4	4	64	\$13,760	
6E. Impact Fee Program Updates	8	16	32	4	8	4	72	\$14,160	
6F. Performance Tracking	2	16	16		4	4	42	\$8,700	
6G. SEPA Compliance & Certification	2	16	8				26	\$5,860	
Total Hours	124	302	398	164	156	88	6	1238	
Labor Costs	\$35,960	\$73,990	\$67,660	\$20,500	\$19,500	\$21,560	\$1,110		\$240,280

Transpo Expenses:

Item	Cost
1 Mileage	\$288
2 Traffic Counts (IDAX)	\$18,000
3 Outreach Materials	\$250
4 Collision Data	\$60
5	
6	
7	
8	

Transpo Reimbursables \$18,598

TOTAL PROJECT COST \$258,878

EXHIBIT B

Subcontractors/Subconsultants

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

IDAX (traffic count vendor) _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Leaseback Extension for Fire Administration Building

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the leaseback extension agreement with the Marysville Fire District to extend the leaseback period for the Fire Administration Building to October 31, 2023.

SUMMARY:

As part of the formation of the RFA, the City and the Marysville Fire District agreed to permit each other to continue to use the Public Safety Building and Fire Administration Building while the Civic Campus was built and the respective buildings were being vacated. The First District requires additional time for remodeling the Public Safety Building and, thus, needs additional time to stay in the Fire Admin Building. This extension would give them until October 31st to move.

ATTACHMENTS:
[Leaseback Extension Agreement 1094 Cedar.pdf](#)

LEASE BACK EXTENSION AGREEMENT

THIS LEASE BACK EXTENSION AGREEMENT (“Extension”) is made by and between the City of Marysville, hereinafter “Landlord”, and Marysville Fire District, hereinafter “Tenant”

WHEREAS, the Landlord and Tenant are parties to a Lease Back Agreement for Tenant’s occupancy of the Premises located at 1094 Cedar Avenue in Marysville, Washington with an initial term set to expire on December 29, 2022,

WHEREAS, the Lease Back Agreement allowed for an initial 90 day extension of the term which may be executed by the Mayor for the Landlord and Fire Chief for the Tenant, and

WHEREAS, the Landlord and Tenant previously agreed to extend the Lease Back Agreement in accordance with the provisions provided within the Lease Back Agreement; and

WHEREAS, the Tenant needs additional time to prepare and relocate to new office space and the Parties agree to exercise an additional extension until October 31, 2023,

NOW THEREFORE, the Parties hereby agree that the term of the Lease Back Agreement for the Premises shall be extended to October 31, 2023. The remaining provisions of the Lease Back Agreement remain unchanged

IN WITNESS WHEREOF, Landlord and Tenant have executed this Extension as of the dates indicated below.


Dated this ____ day of March, 2023

CITY OF MARYSVILLE, LANDLORD

Mayor

Dated this 28th day of March, 2023

MARYSVILLE FIRE DISTRICT, TENANT

 _____

Fire Chief



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: Genevieve Geddis, Finance

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Tyler Technologies - Additional Training Hours for ExecuTime

SUGGESTED ACTION:
Recommended Motion: I move to authorize the Mayor to sign the Tyler Technologies quote in the amount of \$8,000.00 for forty (40) additional training hours for ExecuTime.

SUMMARY:
The finance department uses ExecuTime to help with scheduling and payroll functionality. The original amount of the contract was \$92,213.00. The additional training hours are needed to utilize the system to its full potential and will cost \$8,000.00, bringing the total to \$100,213.00.

ATTACHMENTS:
[Additional Hours Quote](#)
[Tyler Technologies - ExecuTime - Original Contract](#)



Quoted By: Christina Young
 Quote Expiration: 09/11/23
 Quote Name: Marysville-ERP-Add'l ExecuTime hours
 Quote Description: Additional Time & Attendance

Sales Quotation For:

City of Marysville
 Suite 101
 1049 State Avenue
 Marysville WA 98270-4234
 Phone: +1 (360) 651-5000

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Time & Attendance Implementation Hours	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
TOTAL				\$ 8,000.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees
 Total SaaS

\$ 0.00
 \$ 0.00

\$ 0.00
 \$ 0.00

Total Tyler Services	\$ 8,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 8,000.00	\$ 0.00
Contract Total	\$ 8,000.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

ExecuTime Time & Attendance



INCREASE EFFICIENCY

Automates the most labor-intensive tasks associated with timekeeping and gives that time back to your staff.



ELIMINATE COSTLY ERRORS

Reduces errors and oversights by eliminating several manual tasks associated with collecting and entering time and data into the payroll system.



INTEGRATIONS

Munis, Incode, Infinite Visions, New World

ExecuTime Time & Attendance™ provides small and large organizations with incredible cost savings and increased efficiency. In most local government entities, payroll processing, time tracking, and benefits accrual tracking place an unnecessary strain on staff efficiency and limited budgets. ExecuTime™ fixes those issues while providing the highest ROI on the market. How do we do that?

- Easily handle complex time tracking rules and pay codes
- Seamless, automated integration and synchronization with your IT environment and payroll software
- Powerful and user-friendly, web-based interface for supervisors and staff
- Solid integration with numerous time collecting interfaces (web browsers, time clocks, phone, text messaging, IVR, proximity readers, biometrics, and more)
- Dedicated technical and training support

ExecuTime Time & Attendance makes it easy for managers and staff of every department to enter and track time types, manage time-off requests, and apply job costing, all while handling multiple pay periods and FLSA guidelines.

REDUCE COSTLY ERRORS

ExecuTime Time & Attendance drastically reduces errors by eliminating several of the manual tasks associated with collecting and entering time and data into the payroll system.

“From the first discussion through training, implementation, and the transition to support, the ExecuTime team offered excellent customer service and software support.”

— Ashley Hickman
 Director of Human Resources
 City of Claremore, Oklahoma

...continued on back

Electronic capture of employee time offers a more accurate account of actual time worked and automates the process of collecting, calculating, and entering employee hours each pay period. You generate precise timesheets for both hourly and salaried personnel and have access to historical data through audit trails and reports to ensure secure and effective management.

AUTOMATED ATTENDANCE CALCULATION

- Improves accuracy
- Improves timeliness of information
- Configurable overtime policies
- Configurable clock in/out policies
- Manual time-editing ability
- Accounts for shift differentials and 24/7 operations
- Complete audit log and reporting on changes, additions, and edits to employee time

KEY FEATURES

- Electronic clock in/out
- Time tracking and exception reporting
- Work order, project, and job number tracking
- Employee benefit time request and management
- Time-off scheduling calendar
- Electronic timesheet approvals
- Integration with payroll software on any platform

INTUITIVE INTERFACE

- ExecuTime web-based interface
- “Who is here” inquiry screen
- Benefit hours inquiry and management
- Integrates with Interactive Voice Response (IVR) technology
- Supports a range of collection devices: electronic time clocks, biometric, web browser, text messaging, and more
- Full integration with your payroll application

ADDITIONAL BENEFITS

- Multiple pay period support
- Graphical calendar for time-off scheduling
- User-specific security levels
- Time-zone sensitive time and date stamp records all transactions for auditing purposes
- Eliminates antiquated time clock hardware and handwritten time sheets

THE EXECUTIME DIFFERENCE

- Integration with any payroll/HR app on any platform
- Unlimited supervisors
- Unlimited workstations and PCs
- Unlimited technical support
- Configurable notifications and alerts
- Absolute lowest cost of ownership
- Browser, tablet, and smart phone supported



Quoted By: Christina Young
 Date: 2/16/2021
 Quote Expiration: 11/3/2020
 Quote Name: Marysville-ERP-ExecuTime TA and AS
 Quote Number: 2020-109274
 Quote Description: ExecuTime - Time and Attendance & Adv Scheduling

Sales Quotation For

City of Marysville
 Suite 101
 1049 State Avenue
 Marysville, WA 98270-4234
 Phone +1 (360) 651-5000

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Capital Management:						
ExecuTime Advanced Scheduling (250)	\$18,585.00	64	\$11,840.00	\$0.00	\$30,425.00	\$3,717.00
ExecuTime Advanced Scheduling Mobile Access	\$4,375.00	0	\$0.00	\$0.00	\$4,375.00	\$875.00
ExecuTime Time & Attendance (250)	\$18,585.00	96	\$17,760.00	\$0.00	\$36,345.00	\$3,717.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$1,117.00
Additional:						
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$2,357.00
TOTAL:	\$47,130.00	160	\$29,600.00	\$0.00	\$76,730.00	\$11,783.00

Other Services


Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management	20	\$185.00	\$0.00	\$3,700.00
TOTAL:				\$3,700.00

Summary

Total Tyler Software	One Time Fees \$47,130.00	Recurring Fees \$11,783.00
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Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$33,300.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$80,430.00	\$11,783.00
Contract Total	\$92,213.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:  Date: 2/24/21
 Print Name: Jon Nehring P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Comments

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Tyler System Management Services is calculated at 25% of annual maintenance. The quoted value is in addition to your current Tyler System Management Services and will be subject to an annual increase at our then current pricing.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: Sandy Langdon, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Amending the 2023-2024 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3239

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY:

Amending the 2023-2023 Budget regarding the following positions:

Management:

- Remove Community Center Supervisor title – obsolete title, no longer in use.
- Reclassify HR Analyst to HR Business Partner (M114) – updated title, no grid change
- Add new position title as Management Analyst (M114) for Public Works
- Reclassify Safety & Risk Manager to Safety Manager (M116) – updated title, no grid change
- Reclassify Legal Services Project Manager (M113) to Legal Services Manager (M116) – updated title and grid change as part of legal services department reorganization, position will have oversight of City Clerk and Deputy City Clerk positions.
- Reclassify Development Services Manager to Engineering Services Manager (M118) – updated title, no grid change
- Add Economic Development Manager (M120) to pay grid to begin recruitment to replace Economic Development and Real Property Manager (M122) position

Non Rep:

- Reclassify Community Support Specialist I (N110) to Community Intervention Specialist I (N112) to align with market analysis
- Reclassify Community Support Specialist II (N112) to Community Intervention Specialist II (N113) to align with market analysis
- Add new position title as City Clerk (N115) to Legal Dept
- Add new position title as Risk and Program Manager (N116) to Executive department

ATTACHMENTS:

[2023 2024Amendment Ordinance APR2023.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3239.

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

Section 1. Since the adoption of the 2023-2024 budget by the City Council on November 28, 2022, 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 2023-2024 budget. The following funds as referenced in Ordinance No. 3239 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 12,262,976	\$ 12,262,976	\$ -
General Fund	001	Revenue	122,932,693	122,932,693	-
General Fund	001	Expenditures	129,500,250	129,806,916	306,666
General Fund	001	Ending Fund Balance	5,695,419	5,388,753	(306,666)
Water/Sewer Utilities	401	Beginning Fund Balance	15,132,192	15,132,192	-
Water/Sewer Utilities	401	Revenue	62,468,161	62,468,161	-
Water/Sewer Utilities	401	Expenditures	63,181,409	63,342,443	161,034
Water/Sewer Utilities	401	Ending Fund Balance	14,418,944	14,257,910	(161,034)
Garbage & Refuse	410	Beginning Fund Balance	3,823,705	3,823,705	-
Garbage & Refuse	410	Revenue	29,718,807	29,718,807	-
Garbage & Refuse	410	Expenditures	31,135,795	31,147,297	11,502
Garbage & Refuse	410	Ending Fund Balance	2,406,717	2,395,215	(11,502)
Fleet Services	501	Beginning Fund Balance	448,479	448,479	-
Fleet Services	501	Revenue	7,757,618	7,757,618	-
Fleet Services	501	Expenditures	7,823,936	7,830,837	6,901
Fleet Services	501	Ending Fund Balance	382,161	375,260	(6,901)
Facilities Maintenance	502	Beginning Fund Balance	70,535	70,535	-
Facilities Maintenance	502	Revenue	2,214,643	2,214,643	-
Facilities Maintenance	502	Expenditures	2,028,264	2,032,865	4,601
Facilities Maintenance	502	Ending Fund Balance	256,914	252,313	(4,601)

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

Section 2. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 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. 3239 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 _____, 2023.

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 – 2023-2024
Amendment Account Detail

Description	Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund			
Risk & Program Manager (5/1/2023 Hire)		251,246	(251,246)
Legal Services Manager (Reclass) (5/1/2023 Hire)		9,410	(9,410)
PW Management Analyst (5/1/2023 Hire)	-	46,010	(46,010)
		-	-
Total General Fund	-	306,666	(306,666)
Utilities - Fund 401			
PW Management Analyst		161,034	(161,034)
		-	-
Total Utilities		161,034	(161,034)
Solid Waste - Fund 410			
PW Management Analyst		11,502	(11,502)
		-	-
Total Solid Waste	-	11,502	(11,502)
Fleet Maintenance - Fund 501			
PW Management Analyst		6,901	(6,901)
		-	-
Total Fleet Maintenance	-	6,901	(6,901)
Facilities Maintenance			
PW Management Analyst		4,601	(4,601)
		-	-
Total Facilities Maintenance	-	4,601	(4,601)

EXHIBIT B – 2023-2024 Compensation Grids

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2023

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M112	No Position	\$ 79,922 \$ 38.43	\$ 82,325 \$ 39.59	\$ 84,773 \$ 40.75	\$ 87,312 \$ 41.97	\$ 89,964 \$ 43.25	\$ 92,638 \$ 44.54	\$ 95,426 \$ 45.89	\$ 97,830 \$ 47.04	\$ 100,254 \$ 48.20
M113	Assistant Court Administrator Athletic Supervisor Community Center Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor Legal Services Project Manager	\$ 87,108 \$ 41.87	\$ 89,714 \$ 43.13	\$ 92,435 \$ 44.44	\$ 95,177 \$ 45.75	\$ 98,055 \$ 47.15	\$ 101,003 \$ 48.56	\$ 104,017 \$ 50.00	\$ 106,623 \$ 51.26	\$ 109,277 \$ 52.53
M114	HR Analyst Business Partner Senior Financial Analyst Management Analyst Assistant Prosecutor	\$ 93,522 \$ 44.96	\$ 96,333 \$ 46.31	\$ 99,234 \$ 47.71	\$ 102,181 \$ 49.13	\$ 105,265 \$ 50.61	\$ 108,415 \$ 52.12	\$ 111,701 \$ 53.70	\$ 114,467 \$ 55.03	\$ 117,323 \$ 56.41
M115	Administrative Services Supervisor Training & Community Outreach Administrator Fleet and Facilities Supervisor IT Services Supervisor	\$ 100,095 \$ 48.12	\$ 103,066 \$ 49.56	\$ 106,171 \$ 51.04	\$ 109,366 \$ 52.57	\$ 112,653 \$ 54.16	\$ 116,031 \$ 55.79	\$ 119,522 \$ 57.46	\$ 122,468 \$ 58.88	\$ 125,528 \$ 60.35
M116	Parks Maintenance Supervisor Prosecutor Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Resource Supervisor Safety and Risk Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 107,100 \$ 51.49	\$ 110,296 \$ 53.03	\$ 113,605 \$ 54.62	\$ 117,006 \$ 56.25	\$ 120,519 \$ 57.94	\$ 124,145 \$ 59.68	\$ 127,863 \$ 61.48	\$ 131,058 \$ 63.01	\$ 134,322 \$ 64.59
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$ 112,426 \$ 54.05	\$ 115,805 \$ 55.67	\$ 119,272 \$ 57.34	\$ 122,853 \$ 59.06	\$ 126,571 \$ 60.86	\$ 130,333 \$ 62.66	\$ 134,254 \$ 64.55	\$ 137,610 \$ 66.16	\$ 141,055 \$ 67.82
M118	Development Engineering Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 118,070 \$ 56.76	\$ 121,584 \$ 58.45	\$ 125,234 \$ 60.21	\$ 128,996 \$ 62.02	\$ 132,895 \$ 63.89	\$ 136,861 \$ 65.80	\$ 140,964 \$ 67.78	\$ 144,500 \$ 69.48	\$ 148,105 \$ 71.20
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor	\$ 123,964 \$ 59.60	\$ 127,681 \$ 61.39	\$ 131,513 \$ 63.23	\$ 135,456 \$ 65.13	\$ 139,512 \$ 67.07	\$ 143,707 \$ 69.09	\$ 148,013 \$ 71.16	\$ 151,708 \$ 72.93	\$ 155,516 \$ 74.77
M120	Assistant City Engineer Economic Development Manager	\$ 130,152 \$ 62.57	\$ 134,050 \$ 64.44	\$ 138,062 \$ 66.38	\$ 142,233 \$ 68.39	\$ 146,495 \$ 70.43	\$ 150,892 \$ 72.53	\$ 155,425 \$ 74.73	\$ 159,302 \$ 76.59	\$ 163,290 \$ 78.51
M121	No Position	\$ 136,680 \$ 65.72	\$ 140,783 \$ 67.68	\$ 144,976 \$ 69.70	\$ 149,328 \$ 71.79	\$ 153,816 \$ 73.95	\$ 158,440 \$ 76.17	\$ 163,200 \$ 78.47	\$ 167,257 \$ 80.41	\$ 171,427 \$ 82.41
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 143,502 \$ 69.00	\$ 147,786 \$ 71.05	\$ 152,229 \$ 73.20	\$ 156,831 \$ 75.40	\$ 161,523 \$ 77.66	\$ 166,350 \$ 79.97	\$ 171,338 \$ 82.37	\$ 175,644 \$ 84.45	\$ 180,018 \$ 86.55
M123	Assistant Police Chief	\$ 157,851 \$ 75.89	\$ 162,587 \$ 78.17	\$ 167,461 \$ 80.50	\$ 172,493 \$ 82.93	\$ 177,638 \$ 85.40	\$ 182,988 \$ 87.97	\$ 188,474 \$ 90.62	\$ 193,188 \$ 92.87	\$ 198,016 \$ 95.20
M124	Community Development Director Parks Director IS Director HR Director	\$ 165,738 \$ 79.68								\$ 212,137 \$ 101.99
M125	Finance Director	\$ 174,034 \$ 83.66								\$ 222,746 \$ 107.09
M126	Police Chief City Attorney Public Works Director	\$ 182,738 \$ 87.85								\$ 233,897 \$ 112.46
M130	Chief Administrative Officer	\$ 197,495 \$ 94.95								\$ 252,793 \$ 121.54

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2023**

5% Increase - Effective 1/1/2023

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	\$ 70,471	\$ 72,578	\$ 74,755	\$ 76,999	\$ 79,311	\$ 81,691	\$ 84,139	\$ 86,247	\$ 88,401
	Planning Technician	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.01	\$ 38.13	\$ 39.27	\$ 40.46	\$ 41.46	\$ 42.49
	Confidential Legal Assistant									
	Computer Technician									
	Community Support Specialist I Victim/Witness Coordinator									
N111	Deputy City Clerk	\$ 74,687	\$ 76,953	\$ 79,242	\$ 81,623	\$ 84,070	\$ 86,564	\$ 89,193	\$ 91,414	\$ 93,704
	Probation Officer	\$ 35.91	\$ 36.99	\$ 38.09	\$ 39.24	\$ 40.41	\$ 41.62	\$ 42.88	\$ 43.95	\$ 45.05
	Communications/Marketing Specialist									
	Confidential Admin Specialist									
N112	Code Enforcement Officer	\$ 79,922	\$ 82,325	\$ 84,773	\$ 87,312	\$ 89,964	\$ 92,638	\$ 95,426	\$ 97,830	\$ 100,254
	Confidential Admin Associate	\$ 38.43	\$ 39.59	\$ 40.75	\$ 41.97	\$ 43.25	\$ 44.54	\$ 45.89	\$ 47.04	\$ 48.20
	Development Services Technician									
	Engineering Coordinator									
	GIS Technician									
	Inspector I - Building									
	Inspector I - Construction									
	Planning Assistant									
	Surface Water Specialist									
	Surface Water Inspector									
	Community Support Specialist II									
	Community Intervention Specialist I									
	Emergency Preparedness Specialist									
	Volunteer & Community Event Coordinator									
N113	Associate Planner	\$ 87,108	\$ 89,714	\$ 92,413	\$ 95,177	\$ 98,033	\$ 101,003	\$ 104,017	\$ 106,623	\$ 109,277
	I.S. Analyst	\$ 41.87	\$ 43.13	\$ 44.43	\$ 45.75	\$ 47.13	\$ 48.56	\$ 50.00	\$ 51.26	\$ 52.53
	Engineering Technician									
	Financial Analyst									
	GIS Analyst									
	Human Resource Specialist									
	Inspector II - Building									
	Inspector II - Construction									
	Executive Services Coordinator									
	NPDES Coordinator									
	Senior Communications Specialist/PIO Community Intervention Specialist II									
N114	Crime & Intelligence Analyst	\$ 93,522	\$ 96,333	\$ 99,234	\$ 102,181	\$ 105,265	\$ 108,415	\$ 111,701	\$ 114,467	\$ 117,323
	Electronic Control Systems Administrator	\$ 44.96	\$ 46.31	\$ 47.71	\$ 49.13	\$ 50.61	\$ 52.12	\$ 53.70	\$ 55.03	\$ 56.41
	Inspector III - Combo									
	Inspector III - Electrical									
	Planner Systems & Database Analyst									
N115	Assistant Building Official	\$ 100,095	\$ 103,066	\$ 106,171	\$ 109,366	\$ 112,653	\$ 116,031	\$ 119,522	\$ 122,468	\$ 125,528
	Civil Plan Review	\$ 48.12	\$ 49.56	\$ 51.04	\$ 52.57	\$ 54.16	\$ 55.79	\$ 57.46	\$ 58.88	\$ 60.35
	Project Engineer									
	Senior Planner									
	Associate Traffic Engineer City Clerk									
N116	IS System Administrator	\$ 107,100	\$ 110,296	\$ 113,605	\$ 117,006	\$ 120,519	\$ 124,145	\$ 127,863	\$ 131,058	\$ 134,322
	Risk and Program Manager	\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.25	\$ 57.94	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59

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	\$55,948
Maintenance Assistant		\$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										
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										
Police Records Tech										
Police Public Disclosure Specialist										
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 2023**

6.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Commander	\$ 153,239	\$ 157,829	\$ 162,566	\$ 167,452	\$ 172,486	\$ 176,779	\$ 181,196
	\$ 73.67	\$ 75.88	\$ 78.16	\$ 80.50	\$ 82.93	\$ 84.99	\$ 87.11

2023

MPOA - (OFFICERS & SERGEANTS)

January 1, 2023 Through December 31, 2023

10% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,555					
Police Officers	7,284	7,562	7,833	8,260	8,736	9,083
Police Sergeant	10,270	10,717				

2023

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

January 1, 2023 - December 31, 2023

6% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,371	5,590	5,820	6,058	6,307	6,566	6,820
Custody Sergeant	8,026	8,218					
Custody Corporal	7,166	7,338					
Custody Officer	5,505	5,741	5,942	6,150	6,392	6,660	6,858



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 10, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Presentation

AGENDA SECTION: Legal

SUBJECT: Social Media Training for Elected Officials

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS: