



MARYSVILLE

WASHINGTON

REGULAR MEETING
MONDAY, JUNE 26, 2023 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting:

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. Oath of Office for Police Officer Paden Marlin
[Oath Police Officer Paden Marlin.docx](#)
- B. Mayor's Excellence Award
- C. Proclamation Declaring July 2023 Parks and Recreation Month in Marysville
[PROCLAMATION Parks and Recreation Month 2023.docx](#)
- D. Strategies 360 Legislative Update

Audience Participation

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

- 1. May 22, 2023 City Council Meeting Minutes
[May 22, 2023 Meeting Minutes](#)

2. June 5, 2023 City Council Work Session Minutes
[June 5, 2023 Work Session Minutes](#)
3. June 12, 2023 City Council Meeting Minutes
[June 12, 2023 Meeting Minutes](#)

Consent

4. May 31, 2023 Claims in the Amount of \$1,089,561.50 Paid by EFT Transactions and Check Numbers 163203 through 163267
[053123.rtf](#)
5. June 07, 2023 Claims in the Amount of \$2,420,543.90 Paid by EFT Transactions and Check Numbers 163268 through 163429 with Check Numbers 153737, 154771 and 160789 Voided
[060723.rtf](#)
6. June 09, 2023 Payroll in the Amount of \$1,828,248.14 Paid by EFT Transactions and Check Numbers 34626 through 34646
7. June 21, 2023 Claims in the Amount of \$1,883,514.37 Paid by EFT Transactions and Check Numbers 163600 through 163743 with Check Numbers 145606 and 163574 Voided
[062123.rtf](#)

Review Bids

8. Contract Award - 80th St NE Non-Motorized Project

Recommended Motion: I move to authorize the Mayor to award and execute the contract for the 80th Street NE Non-Motorized Project with Reece Construction Company in the amount of \$899,816.00 and approve a management reserve of \$89,981.60 for a total allocation of \$989,797.60.

[Certified Bid Tabulation_80th St NE Non-Motorized.pdf](#)
[Contract_80th St NE Non-Motorized.pdf](#)

Public Hearings

9. Six-Year Transportation Improvement Program (TIP) Update

Recommended Motion: I move to approve **Resolution _____** adopting a Six-Year Transportation Improvement Program (2024-2029) for the City of Marysville.

[2024 - 2029 TIP](#)
[2024 - 2029 TIP Narrative](#)
[2024 - 2029 TIP Map](#)
[Notice of Public Hearing Form](#)
[Resolution - 6 Year TIP 2024-2029](#)
[2024 - 2029 TIP Presentation](#)

10. A **Resolution** of the City Council of the City of Marysville, Washington, Declaring Certain Real Property Purchased with Utility Funds to be Surplus and Authorizing Its Demolition

Recommended Motion: I move to approve Resolution No. _____.
[Resolution Real Property Surplus Welco.pdf](#)

New Business

11. Administrative Service Contract between Premera Blue Cross and City of Marysville

Recommended Motion: I move to authorize the Mayor to execute the agreement with Premera Blue Cross.
[2023-01 City of Marysville Premera ASC Agreement FINAL.pdf](#)

12. 2022 Transportation Benefit District (TBD) Annual Report

Recommended Motion: I move to approve the 2022 Transportation Benefit District Annual Report.

[2022 TBD Annual Report Letter.pdf](#)
[2022 TBD Annual Report Presentation.pdf](#)

13. Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 2020 City Safety RRFBS Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the 2020 City Safety RRFBS project.
[LAA_2020 RRFBS_rev2.pdf](#)
[Project Prospectus_2020 RRFBS.pdf](#)

14. July 1, 2023 to June 30, 2024 Property and Cyber Insurance Renewal

Recommended Motion: I move to authorize the Mayor to sign and execute the July 2023 through June 2024 Property and Cyber Insurance Policy renewal at an annual cost of \$406,777.02.
[1. 2023-2024 City of Marysville APIP PROPOSAL.pdf](#)

15. Water Quality Combined Financial Assistance Agreement with DOE for the LID Retrofit for Cascade and Shoultes Safe Routes

Recommended Motion: I move to authorize the Mayor to sign and execute the State of Washington Department of Ecology Agreement No. WQC-2023-MaryPW-00143 Water Quality Combined Financial Assistance Agreement for the LID Retrofit for the Cascade and Shoultes Safe Routes Project.

[Agreement_for_Signature_-_WQC-2023-MaryPW-001.pdf](#)

16. Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the State Ave Corridor Pavement Preservation National Highway System (NHS) Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the State Ave Corridor Pavement Preservation NHS project.

[State NHS_Construction LAA Supplement.pdf](#)

[State NHS_Construction Prospectus.pdf](#)

17. Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the 116th Street Pavement Preservation National Highway System (NHS) Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the 116th Street Pavement Preservation NHS Project.

[116th NHS_Construction LAA Supplement.pdf](#)

[116th NHS_Construction Prospectus.pdf](#)

18. Police Interceptor SUV - Purchase Authorization

Recommended Motion: I move to authorize the Mayor to sign and execute the purchase agreements for Ford Interceptor SUV's as they are made available as part of the procurement process.

[SnoCo Procurement Request 6.20.2023.pdf](#)

[Chief Memo - Budget Amendment June 2023.pdf](#)

19. A **Resolution** Adopting Policies and Procedures for Right-of-Way Acquisition

Recommended Motion: I move to approve Resolution _____ and authorize the Mayor to sign the attached Right-of-Way Procedures, Administrative Settlement Policy, Waiver of Appraisal Procedure, Relocation Appeal Process and thereby adopting the City's right-of-way procurement policy consistent with the Washington State Department of Transportation program requirements.

[LPA001 - ROW Procedures updated.pdf](#)

[Resolution Adopting ROW Acquisition Procedures.pdf](#)

[Marysville Relocation Appeals Process.pdf](#)

20. A **Resolution** regarding Gissberg Twin Lakes Park

Recommended Motion: I move to approve Resolution No. _____.

[Twin Lakes Resolution - update.docx](#)

21. A **Resolution** of the City Council of the City of Marysville, Washington, Declaring Certain Real Property Surplus and Authorizing Its Demolition

Recommended Motion: I move to approve Resolution No. _____.
[Resolution Real Property Surplus.pdf](#)

22. An **Ordinance** of the City of Marysville Amending Chapter 6.27 of the Municipal Code in Regard to Controlled Substances and Drug Paraphernalia

Recommended Motion: I move to adopt Ordinance No. _____.
[Possession Ordinance - 6-19-23.pdf](#)

23. An **Ordinance** of the City of Marysville for Public Art

Recommended Motion: I move to adopt Ordinance No. _____.
[Arts Ordinance 6-19-23.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Oath of Office for Police Officer Paden Marlin

SUGGESTED ACTION:

SUMMARY: The Marysville Police Department has a new police officer, Officer Paden Marlin and we would like him to be sworn in by Mayor Nehring.

ATTACHMENTS:
[Oath Police Officer Paden Marlin.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Officer
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Paden Marlin, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 26th day of June, 2023.

Paden Marlin
Police Officer

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Genevieve Geddis
Deputy City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Mayor's Excellence Award

SUGGESTED ACTION:

SUMMARY: Mayor's Excellence Award presentation

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring July 2023 Parks and Recreation Month in Marysville

SUGGESTED ACTION:

SUMMARY: Proclamation Declaring July 2023 Parks and Recreation Month in Marysville

ATTACHMENTS:
[PROCLAMATION Parks and Recreation Month 2023.docx](#)



PROCLAMATION

Declaring July 2023 Parks and Recreation Month in Marysville

- WHEREAS, parks and recreation programs are an integral part of communities throughout this country including Marysville, promoting health and wellness for residents and visitors; and
- WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's disease; and
- WHEREAS, parks and recreation encourages physical activities by providing space for sports, hiking trails, water sports and other recreational activities that promote active lifestyles; and
- WHEREAS, parks and recreation programming and education activities such as out-of-school time programming, youth sports and environmental education are critical to childhood development; and
- WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- WHEREAS, parks and recreation areas are fundamental to our city's environmental well-being as they improve water quality, protect groundwater, prevent flooding, improve air quality, provide vegetative buffers to development, and maintain wildlife habitat; and
- WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- NOW, THEREFORE I, JON NEHRING, MAYOR, do hereby proclaim July 2023 as

PARKS AND RECREATION MONTH IN MARYSVILLE.

I encourage Marysville residents and visitors to enjoy the benefits of our city's 32 parks and trails along with year-round cultural and recreational programs, and thank our Parks, Culture and Recreation staff for their hard work throughout the year.

Under my hand and seal this 26th day of June, 2023.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Genevieve Geddis, Executive

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Strategies 360 Legislative Update

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: May 22, 2023 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[May 22, 2023 Meeting Minutes](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
May 22, 2023**

Call to Order

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

Invocation

Pastor Steve Swanson from Vital Signs Ministries gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Council:

Present: Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards, Councilmember Steve Muller, Council President Kamille Norton

Absent: Councilmember Michael Stevens

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Deputy City Attorney Burton Eggertsen, Parks, Culture, and Recreation Director Tara Mizell, Community Development Director Haylie Miller, Public Works Director Jeff Laycock, Human Resources Director Megan Hodgson, IT Director Stephen Doherty, Police Commander Jonathon Elton Community Information Officer (CIO) Connie Mennie, Public Works Services Manager Skip Knutsen (online), Community Service Officer Joie Mette

Motion to excuse the absence of Councilmember Stevens moved by Councilmember James, seconded by Councilmember King. **Motion passed unanimously.**

Approval of Agenda

Motion to approve the agenda moved by Councilmember Muller, seconded by Councilmember Richards. **Motion passed unanimously.**

Presentations

- A. Swearing in of CSO Officer Joie Mette

Mayor Nehring swore in Joie Mette as Community Service Officer.

- B. Proclamation Declaring May 21-27, 2023 National Public Works Week in Marysville

Mayor Nehring read the proclamation.

- C. Proclamation Declaring May 21-27, 2023, Emergency Medical Services Week in Marysville

Mayor Nehring read the proclamation.

- D. Update from Representative Sam Lowe

Representative Lowe, 39th District, gave an update on legislative activities in Olympia. They finished last Tuesday with a special session. He thanked the City for putting together the legislative priorities; it was a huge help. Mayor Nehring thanked him for the update and for his tremendous service.

Audience Participation

None.

Approval of Minutes

1. April 24, 2023 City Council Meeting Minutes

Motion to approve the April 24, 2023 City Council Meeting Minutes moved by Councilmember Richards, seconded by Councilmember Condyles. **Motion passed unanimously.**

2. May 1, 2023 City Council Work Session Minutes

Motion to approve the May 1, 2023 City Council Work Session Minutes moved by Council President Norton, seconded by Councilmember Muller. **Motion passed unanimously.**

3. May 8, 2023 City Council Meeting Minutes

Motion to approve the May 8, 2023 City Council Meeting Minutes moved by Councilmember King, seconded by Councilmember James. **Motion passed.**

Consent Agenda

4. April 25, 2023 Payroll in the Amount of \$1,912,324.74 Paid by EFT Transactions and Check Numbers 34566 through 34585
5. May 3, 2023 Claims in the Amount of \$1,363,487.05 Paid by EFT Transactions and Check Numbers 162656 through 162715 with Check Numbers 162025 and 162643 Voided
6. May 10, 2023 Claims in the Amount of \$690,679.47 Paid by EFT Transactions and Check Numbers 162716 through 162814
7. May 10, 2023 Payroll in the Amount of \$ 1,798,685.92 Paid by EFT Transactions and Check Numbers 34586 through 34598
8. May 17, 2023 Claims in the Amount of \$3,431,264.12 Paid by EFT Transactions and Check Numbers 162815 through 163012 with Check Number 150171 Voided

Motion to approve Consent Agenda items 4, 5, 6, 7, and 8 moved by Councilmember Richards, seconded by Councilmember Condyles. **Motion passed unanimously.**

Review Bids

Public Hearings

New Business

9. Supplemental Agreement No. 2 to Professional Services Agreement with RH2 Engineering, Inc. for the Whiskey Ridge Sewer Lift Station and Force Main

Director Laycock reviewed this item regarding and extension through next year.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 2 with RH2 Engineering moved by Council President Norton, seconded by Councilmember Richards. **Motion passed unanimously.**

10. Project Acceptance - Ebey Waterfront Park Docks Restoration

Director Laycock reviewed this item. The contractor completed the contract just under the contract amount.

Motion to authorize the Mayor to accept the Ebey Waterfront Dock Restoration Project, starting the 60-day lien filing period for the project closeout moved by Councilmember Muller, seconded by Councilmember James. **Motion passed unanimously.**

11. Teamsters Settlement Agreement Extension

Human Resources Director Hodgson reviewed the settlement agreement extension for an additional six months.

Motion to approve the Teamsters Settlement Agreement Extension moved by Council President Norton, seconded by Councilmember Muller. **Motion passed unanimously.**

12. Climate Change Vulnerability and Risk Assessment Resolution

Director Miller reviewed the resolution to accept the Climate Change Vulnerability and Risk Assessment Resolution.

Motion to approve Resolution No. 2529 moved by Councilmember James, seconded by Councilmember King. **Motion passed unanimously.**

Legal

Mayor's Business

Mayor Nehring had the following comments:

- Thanks to Director Laycock and his team for putting on the Clean Sweep event. Citizens were very thankful to the crews for the event.
- Thanks to staff and Council for attending the five community meetings over the past few weeks to update folks on neighborhood and city projects. It was a very positive experience.
- He had a great opportunity to speak on a panel with Mayor Tolbert from Everett with a Latin American delegation that came to visit. They were able to network and promote the CIC.
- He went to speak at Marysville Pilchuck High School last week and was very impressed with the great group of kids over there.
- Tomorrow at 11 am is the groundbreaking at Waterfront Park for the 529 interchange.

Staff Business

Communications Manager Mennie reported on the communications plan for the fireworks ban this year including signage, a brochure, and the website. Councilmember Richards questioned the cost of the electronic signs and noted they could get a lot of banners for that price. Ms. Mennie noted that people pay more attention to the electronic billboards.

Director Laycock shared statistics from Clean Sweep event. It was a very good turnout. He reported that Marysville was selected to participate in a pilot project for rapid flashing crosswalk beacons. The agreement will be coming to Council in June. He expressed appreciation for TIB funds and the commitments for transportation projects, especially State Avenue.

Deputy City Attorney Eggertsen stated the need for an Executive Session to discuss three items - one regarding pending litigation, one regarding potential purchase of property, and an update on collective bargaining items for 20 minutes with action expected on all three items.

Call on Councilmembers

Councilmember Condyles thanked Representative Lowe for coming tonight.

Councilmember James:

- Thanks to Representative Lowe for the update.
- He reported on the Finance Committee meeting where they talked about updating building code fees.
- The Planet Fitness ribbon cutting was very well attended.
- He attended two of the community connections meetings and found them very informational. He heard good feedback from people who went.
- He attended the Building Bridges event which was a great event.
- He is looking forward to the groundbreaking tomorrow.

Councilmember King:

- Thanks to Representative Lowe for the update.
- He noted it has been a very busy couple of weeks.
- He attended the ribbon cutting at Planet Fitness at Lakewood Crossing.
- He had a tour of the Public Safety building before it was remodeled.
- He attended three of the community connections open houses. These were great events, and he hopes they continue in the future.
- Clean Sweep was a great event. It was a big turnout.
- He reported on the Public Works Committee meeting where they received an update on playground projects, talked about quiet zones, and reviewed a map of historical names for some of the older streets in town.
- Solid Waste Advisory Committee met last week. They are starting to hold "repair cafes" at various locations in Snohomish County.

Councilmember Richards:

- Clean Sweep was a great event. Thanks to everyone who helped with that.
- He attended a couple community connections events. He hopes the City continues those.

- He reported on the Parks meeting. Playgrounds are coming together. The new soccer fields at Strawberry Fields are looking good. Boat launch annual passes are now available.
- He also attended the Public Works meeting that Councilmember King reported on.
- Thanks to Representative Lowe for coming tonight and for all he does.
- He also attended Building Bridges. He thinks it would be good for schools to hold those as part of their senior civics class.

Councilmember Muller:

- Thanks to Representative Lowe for all his hard work.
- He has been out of town. It's good to come back and see the spray park open.
- This Wednesday is Rotary's Education Foundation awards for youth.

Council President Norton:

- She appreciated the Clean Sweep event. She went early and was surprised how many people were already there.
- She appreciates the efforts of staff to host the community meetings. It was valuable for her and those who attended.
- Thanks to Representative Lowe for attending, for the update, and for the good work he is doing.

Recess

The meeting went into recess for five minutes at 7:43 p.m.

Executive Session

Council entered Executive Session at 7:48 p.m. to discuss three items - one regarding pending litigation, one regarding potential purchase of property, and an update on collective bargaining items for 20 minutes with action expected on all three items. Executive Session was extended for five minutes at 8:08 p.m. and another five minutes at 8:13 p.m.

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

Reconvene

Council reconvened at 8:18 p.m.

Motion to authorize the Mayor to sign the settlement agreement with Bradford Fulton as personal representative of the estate of Sergey Devyatkin and the associated release and settlement agreement with Liberty Mutual, whereby Liberty Mutual will pay the plaintiff \$2,000,000 on behalf of the City, and to authorize the city attorney to take all appropriate steps in the litigation to carry out this settlement moved by Councilmember Muller, seconded by Council President Norton. **Motion passed unanimously.**

Motion to authorize the Mayor to sign the agreement between the City of Marysville and the Public, Professional, and Office-Clerical Employees and Drivers Local Union No. 763, on the condition that it is approved by said Local Union No. 763 moved by Councilmember Richards, seconded by Councilmember King. **Motion passed unanimously.**

Motion to authorize the Mayor to sign the Purchase and Sale Agreement for 1095 Alder Street in Marysville for a purchase price of \$475,000 plus due diligence and closing costs moved by Councilmember Condyles, seconded by Councilmember James. **Motion passed unanimously.**

Councilmember Muller asked Deputy Director Eggertsen to summarize the settlement to clarify that it wasn't a city payout. Deputy Director Eggertsen explained that the City tendered the litigation to the contractor, APG, who in turn tendered the lawsuit to their insurance company, Liberty Mutual. Liberty Mutual hired outside counsel to represent the City. Through negotiations between the plaintiff, outside counsel, and the City's Legal Department, Liberty Mutual ultimately agreed to pay, as APG's insurer, \$2,000,000 to resolve the litigation. The plaintiff agreed to release the City assuming the City signs the agreement.

Adjournment

Motion to adjourn the meeting at 8:23 p.m. moved by Councilmember Richards, seconded by Councilmember Condyles. **Motion passed unanimously.**

The meeting was adjourned at 8:23 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: June 5, 2023 City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[June 5, 2023 Work Session Minutes](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Work Session
June 5, 2023**

Call to Order / Pledge of Allegiance

Council President Norton called the meeting to order and led the Pledge of Allegiance. She noted the excused absence of Mayor Nehring.

Roll Call

Present

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, City Attorney Jon Walker, Parks, Culture, and Recreation Director Tara Mizell, Police Chief Erik Scairpon, Community Information Officer (CIO) Connie Mennie (via Zoom), Public Works Services Manager Skip Knutsen (via Zoom), IT Services Supervisor Jeremiah Nyman (via Zoom), City Clerk/Finance Planning Manager John Nield, Systems and Database Analyst Will Kaiser, Human Resources Director Megan Hodgson, Public Works Director Jeff Laycock

Absent: Mayor Nehring (excused)

Approval of the Agenda

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

AYES: ALL

Discussion Items

Consent

- 1.) May 24, 2023 Claims in the Amount of \$2,848,749.43 Paid by EFT Transactions and Check Numbers 163013 through 163202 with Check Number 155244 Voided
- 2.) May 25, 2023 Payroll in the Amount of \$1,746,863.38 Paid by EFT Transactions and Check Numbers 34599 through 34625

New Business

- 3.) Fire Hydrant Easement Agreement - Project Roxy (Amazon Dist. Ctr.) (Au21-0001)

Director Laycock reviewed this item related to correcting the easement documents.

- 4.) Supplemental Agreement No. 2 with Parametrix, Inc. for Design and Permitting of the Geddes Remediation Project

Director Laycock reviewed this no cost time extension.

Councilmember Muller asked how completion of this project ties into functionality of the wastewater treatment plant. Director Laycock explained this.

- 5.) Supplement Agreement No. 1 with KBA, Inc. for Construction Management Services associated with the 52nd St NE and Sunnyside Blvd. Intersection Improvements Project

Director Laycock reviewed this item related to construction management services. He explained that there have been several delays over the course of this project. Staff is asking for approval of approximately \$40,000 as well as extending the length of the project. Director Laycock discussed challenges associated with the contractor for this project.

- 6.) Professional Services Agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project

Director Laycock reviewed this item for preliminary design of SR 528 between 67th and 83rd.

Councilmember James asked how much the whole project is expected to cost. Director Laycock replied he could provide that information next week.

Councilmember Richards asked what the normal life span of a line like this is. Director Laycock replied it normally lasts at least 50 years. They will look at other materials to determine the best option for replacement.

Councilmember Muller asked if this was put in with Walmart. Director Laycock indicated he could check on that.

Councilmember King asked if they will replace the hydrants at the same time. Director Laycock replied that they would.

- 7.) Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156th Street NE Corridor Improvement Project.

Director Laycock reviewed this item related to consultant services with Otak for the 156th Street NE corridor improvement project. He discussed the general scope of the project.

- 8.) Transportation Improvement Board (TIB) Grant Agreement for Rectangular Rapid Flashing Beacon (RRFB) Pilot Project

Director Laycock explained that Marysville was selected for this pilot project for rectangular rapid flashing beacons. They will be installed by city crews in two locations.

Councilmember Condyles asked how the two locations were selected. Director Laycock explained that there is a running prioritized list of locations. There is another project being funded through a highway safety improvement program. That was also based on prioritization.

Council President Norton asked why this is a pilot project. Director Laycock explained that it's a funding program for TIB that they haven't had before. It's really a pilot funding program.

- 9.) Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 67th Ave NE & 52nd St NE Intersection Improvements

Director Laycock explained that PSRC had some additional funds so Marysville was awarded funds for this project which would allow for design of a signal at the intersection. They are funding \$240,000 of the project.

Councilmember Muller asked if they intend to fill in the ditch on the east side. Director Laycock affirmed that they do.

Councilmember James asked about completing a sidewalk up the hill. Director Laycock explained it would not be part of this project. The City could look at funding additional sidewalk elements which would federalize the project.

- 10.) Purchase Order Authorization with King County Directors Association and Contract for the Strawberry Fields Playground

Director Laycock explained this would be Council authorization for the playground equipment and play surfacing up at Strawberry Fields with Landscape Structures, Inc.

Council President Norton asked for an update on the turf. Director Norton explained that it looks really good. They are planning for a ribbon cutting at the end of the month. Director Mizell explained there are some perimeter issues with irrigation that need to be completed. Once the ribbon cutting happens, it will be open for use.

Councilmember Richards asked about the increased cost. Director Laycock explained that costs have increased. The time of year is a factor. Councilmember Richards expressed concern about the high cost of this playground. Director Mizell added that once you have the base down you can replace the turf for a lower cost. Also, with regard to maintenance this is best practice and will extend the life of the project.

11.) An Ordinance for Festival Sponsorship

Director Mizell explained this is basically just cleanup of the ordinance so it can be placed on the website and sent to people.

Councilmember James wondered if the fee should be increased since it has been the same for 20 years. CAO Hirashima indicated they could research this. Councilmember wondered if there was a way to credit the fee back to the applicant. Director Mizell explained that historically they have received funding through the hotel motel funds which can be used to pay this fee.

12.) An Ordinance Amending MCC 3.51 Related to Petty Cash Fund

Finance Manager Nield explained that this is a cleanup to remove the Ken Baxter Community Center cash fund as it is no longer needed.

Staff Business

Chief Scairpon shared that a lateral police officer started today. Another lateral police interview is scheduled for this week. He gave an update of other employment activity. As of next Monday, they will be down to nine openings. He also gave an update on police response to attempts to hold street racing events in Marysville and other nearby areas.

Director Laycock gave an update on Public Works projects.

City Attorney stated the need for an Executive Session to address two items - one potential litigation item and one pending litigation item with no action expected for 15 minutes.

Call on Councilmembers and Committee Reports

Councilmember Condyles reported on the Snohomish County Tomorrow meeting where they approve the HO5 Report. There were some concerns among cities Marysville's size about whether it is realistic and attainable so he ended up voting against it along with three other cities.

Councilmember James:

- He referred to item 9, page 102, and noted that the legislative districts need to be corrected.
- He referred to the PSRC contingency list and asked how Marysville got its name on that list. Director Laycock explained that it has to do with scores on the application process.
- Groundbreaking on 529 was a great event.
- The Rotary Scholarship awards were great.
- He attended the Memorial Day event at the cemetery. This was a really fantastic event.
- On June 1 they took a Cedar Grove tour at the Everett plant. It was a good tour.

Councilmember Muller commented that the mall seemed to be very peaceful this weekend. It was very nice.

Councilmember Richards

- The groundbreaking was awesome. The Memorial Day celebration was also a great event.
- He reported on the Public Works meeting. They took a field trip to the new stormwater treatment facility which was great.

Councilmember Stevens thanked everyone for holding down the fort while he was traveling. It is good to be back.

Councilmember King:

- He said he also attended the I-5/529 groundbreaking. This is a great project.
- The Public Works Committee took a tour of the stormwater treatment plant and got an update on the Bayview Trail project which is in the planning stages with Lake Stevens. They also got an update on the Rubicon route management software.
- Thanks to the City for all their support for the Strawberry Festival.

Council President Norton said she went on a ride-along with the police last week which made her appreciate them even more.

Adjournment/Recess

Council recessed at 7:56 p.m.

Executive Session

Council entered Executive Session at 8:05 p.m. for 15 minutes to address one pending litigation item and one potential litigation item with no action expected.

Reconvene

Council reconvened at 8:20 p.m.

Adjournment

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

AYES: ALL

The meeting was adjourned at 8:21 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: June 12, 2023 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[June 12, 2023 Meeting Minutes](#)

City Council



**501 Delta Ave
Marysville, WA 98270**

**Regular Meeting
June 12, 2023**

Call to Order

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

Invocation

Police & Fire Chaplain Dan Hazen gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Mayor: Jon Nehring

Council:

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

Absent: None

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, City Attorney Jon Walker, Police Chief Erik Scairpon, Will Kaiser, Parks, Culture, and Recreation Director Tara Mizell, Public Works Director Jeff Laycock, Communications Manager Connie Mennie, Finance Planning Manager John Nield, City Clerk Tina Brock, Communications Specialist Bridgette Larsen, Fire Chief Vander Pol, Human Resources Director Megan Hodgson (via Zoom)

Approval of Agenda

Mayor Nehring asked to add the confirmation of the City Clerk to right before the presentations.

Motion to approve the agenda as amended moved by Council President Norton, seconded by Councilmember Condyles. **Motion passed unanimously.**

Presentations

A.) Oath of Office for Police Officer Sam Gay

Officer Sam Gay was introduced and sworn in.

B.) Oath of Office for Police Officer Lex Warbis

Officer Lex Warbis was introduced and sworn in.

C.) Oath of Office for City Clerk - Tina Brock

Tina Brock was sworn in as City Clerk.

Motion to approve Confirmation of City Clerk - Tina Brock moved by Councilmember Richards, seconded by Councilmember King. **Motion passed unanimously.**

Audience Participation

None

Consent

- 1.) May 24, 2023 Claims in the Amount of \$2,848,749.43 Paid by EFT Transactions and Check Numbers 163013 through 163202 with Check Number 155244 Voided
- 2.) May 25, 2023 Payroll in the Amount of \$1,746,863.38 Paid by EFT Transactions and Check Numbers 34599 through 34625
- 3.) Fire Hydrant Easement Agreement - Project Roxy (Amazon Dist. Ctr.) (Au21-0001)
- 4.) Supplemental Agreement No. 2 with Parametrix, Inc. for Design and Permitting of the Geddes Remediation Project
- 5.) Supplement Agreement No. 1 with KBA, Inc. for Construction Management Services associated with the 52nd St NE and Sunnyside Blvd. Intersection Improvements Project
- 6.) Professional Services Agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project

- 7.) Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156th Street NE Corridor Improvement Project
- 8.) Transportation Improvement Board (TIB) Grant Agreement for Rectangular Rapid Flashing Beacon (RRFB) Pilot Project
- 9.) Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 67th Ave NE & 52nd St NE Intersection Improvements
- 10.) Purchase Order Authorization with King County Directors Association and Contract for the Strawberry Fields Playground

Motion to approve the entire Consent Agenda moved by Councilmember Richards, seconded by Councilmember Muller. **Motion passed unanimously.**

Review Bids

- 15.) Contract Award - Jennings Nature Park Pump Track

Director Laycock reviewed the bids received for the pump track. The low bidder was Oceanside Construction, Inc. Staff is asking Council to award the contract to Oceanside.

Council President Norton asked about start and finish dates. Director Laycock said they expect to start as soon as they get the contract signed.

Councilmember Richards asked about the difference in qualifications of the other bidder. Director Laycock explained they were confident in both bidders. Oceanside has done a number of tracks up in the Bellingham area.

Motion to authorize the Mayor to award and execute the contract for the Jennings Nature Park - Pump Track Project to Oceanside Construction, Inc. in the amount of \$270,722.33 including Washington State sales tax and approve a management reserve of \$27,072.23 for a total allocation of \$297,794.56 moved by Councilmember Muller, seconded by Council President Norton. **Motion passed unanimously.**

New Business

- 11.) An Ordinance for Festival Sponsorship

Councilmember King recused himself due to his work on the festival. Director Mizell reported that there are no changes from last week. There were no comments or questions.

Motion to adopt Ordinance No. 3273 moved by Council President Norton, seconded by Councilmember James. **Motion passed unanimously.**

Councilmember King returned to the meeting.

12.) An Ordinance Amending MCC 3.51 Related to Petty Cash Fund

Finance Planning Manager Nield reviewed this item. He explained this would clean up the petty cash fund for the Ken Baxter Community Center which no longer exists.

Motion to adopt Ordinance No. 3274 moved by Councilmember King, seconded by Councilmember Condyles. **Motion passed unanimously.**

13.) Washington State Department of Corrections Work Crew Master Agreement

Director Laycock reviewed this item.

Councilmember King asked if the crew gets paid. Director Laycock replied that they do.

Councilmember Muller asked if this goes against the part-time work allocation that the City has negotiated. Director Laycock replied that this is outside of that.

Council President Norton asked if the work crew will be more available than they have been in the last couple years. Director Laycock replied that they will. Currently they are getting a smaller crew 1-2 days a week which is being utilized by Streets and Parks.

Motion to authorize the Mayor to sign and execute the Washington State Department of Corrections Work Crew Master Agreement moved by Councilmember Richards, seconded by Council President Norton. **Motion passed unanimously.**

14.) Arizona State Purchasing Cooperative Agreement

Director Laycock reviewed this item related to the purchase of police vehicles. Chief Scairpon added that it has been two years since they have been able to order any vehicles.

Motion to authorize the Mayor to execute and sign the Arizona State Purchasing Cooperative Agreement moved by Councilmember James, seconded by Councilmember Condyles. **Motion passed unanimously.**

Mayor's Business

- Thanks to Council President Norton for chairing the Work Session while he was out of town and taking care of some other business.
- He and Chief Scairpon were at the Juneteenth Celebration at Totem Middle School. He commended Michael Adams who has organized the event for the last three years.
- He attended the Marysville-Getchell High School baccalaureate on Sunday.
- Strawberry Festival is happening this weekend with lots of events.

Staff Business

Director Mizell:

- She discussed some new volunteer opportunities.
- Tasty Tuesdays will be happening in the plaza on Tuesdays.
- Thanks to the Council for support on the pump track and Strawberry Fields.

Chief Scairpon:

- He reviewed the Coffee with the Chief at the Community Center. It was a great, but small group.
- There will be another academy graduation on Thursday in Burien.
- Police are continuing very strong with hiring.

City Attorney Walker stated the need for an Executive Session to address one item regarding acquisition of real estate for five minutes with no action expected.

Call on Councilmembers and Committee

Peter Condyles:

- It's nice to see everyone out enjoying the park.
- It was good to see crews out painting strawberries on the street. He is excited for the Strawberry Festival this weekend.

Mark James:

- Congratulations to the two new officers and city clerk.
- There was a food bank fund raiser on Tuesday, June 6 which was very successful.
- He is looking forward to the Strawberry Festival.

Tom King:

- Congratulations to two new officers and Tina Brock.
- Last Friday he visited the farmers market on 3rd Street. The banners look really good.
- He attended the Tulalip Salmon Ceremony on Saturday. It was an honor and a privilege.
- The Fire Board promoted Jeff Cole and Tom Maloney to Asst. Fire Chiefs. They also swore in four new firefighters. Today there were interviews with ten potential firefighters.

Michael Stevens:

- He is looking forward to the Strawberry Festival.
- The banners look great.
- The flowers along the streets also look great.
- Thanks to those who were sworn in tonight.

Kelly Richards:

- Congratulations to new officers. It's great we are getting close to fully staffed.
- Congratulations to all the high school seniors who are graduating this time of year.
- He is looking forward to Strawberry Festival.

Steve Muller:

- He is looking forward to Strawberry Festival.
- It's great to see the hiring happening across the city.

Kamille Norton:

- She is happy to see new police officers.
- She is excited to see the volunteer events and opportunities for community participation.
- She is looking forward to the Strawberry Festival.

Recess

The meeting was recessed at 7:36 p.m.

Executive Session

Executive Session began at 7:43 and lasted five minutes to address one item regarding the acquisition of real estate with no action expected.

Reconvene

Executive Session ended and Council reconvened at 7:48 p.m.

Adjournment

The meeting was immediately adjourned at 7:48 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 31, 2023 Claims in the Amount of \$1,089,561.50 Paid by EFT Transactions and Check Numbers 163203 through 163267

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[053123.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 5/31/2023 TO 5/31/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163203	REVENUE, DEPT OF	EXCISE TAXES APRIL 2023	CITY CLERK	0.98
	REVENUE, DEPT OF		RECREATION SERVICES	6.41
	REVENUE, DEPT OF		POLICE ADMINISTRATION	26.99
	REVENUE, DEPT OF		GOLF ADMINISTRATION	612.85
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,009.89
	REVENUE, DEPT OF		GENERAL FUND	1,265.62
	REVENUE, DEPT OF		GOLF COURSE	12,166.10
	REVENUE, DEPT OF		STORM DRAINAGE	23,267.88
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	36,828.39
	REVENUE, DEPT OF		UTIL ADMIN	79,416.70
163204	LICENSING, DEPT OF	DRIVING ABSTRACT - IBEA	PERSONNEL ADMINISTRATION	15.00
163205	PREMERA BLUE CROSS	CLAIMS PAID 5/7 - 5/13/23	MEDICAL CLAIMS	71,179.38
	PREMERA BLUE CROSS	CLAIMS PAID 5/14 - 5/20/23	MEDICAL CLAIMS	72,313.81
163206	AFFORDABLE ENVIRO	DECONTAMINATION CAMP CLEAN-UP	ROADSIDE VEGETATION	3,391.40
163207	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.40
	ARAMARK UNIFORM		EQUIPMENT RENTAL	75.82
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	167.17
163208	ARG INDUSTRIAL	SPIRAL GUARD WRAP	ROADWAY MAINTENANCE	58.91
163209	BARTHOLEMEW, JESSICA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	375.84
163210	BILLING DOCUMENT SPE	PRINTING SERVICE 5/16 TO 5/19/23	UTILITY BILLING	3,106.52
163211	BOYDEN INVESTMENT CO	UB REFUND	GARBAGE	42.14
163212	BROWN, LIZ	REFUND - OPERA HOUSE RENTAL	GENERAL FUND	250.00
163213	CAUSER, RICHARD	UTILITY BILLING REFUND	GARBAGE	23.36
163214	CLARK, PAT		GARBAGE	81.06
163215	COASTAL FARM & HOME	RC MOWER WINCH CABLE REPLACEMENT	STORM DRAINAGE	107.14
	COASTAL FARM & HOME	COOLERS	STORM DRAINAGE	153.13
163216	COOP SUPPLY	PROBES FOR CB INSPECTIONS	STORM DRAINAGE	76.54
163217	CORRECTIONS, DEPT OF	INMATE PAY FOR APRIL 2023	PARK & RECREATION FAC	139.72
	CORRECTIONS, DEPT OF		WATER RESERVOIRS	183.07
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	309.94
163218	COTTERILL, GRACE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	205.07
163219	DEKRA-LITE	BANNERS	PLANNING & COMMUNITY DEV	1,129.45
163220	FIELDTURF USA, INC	PAYMENT APP #2	GMA-PARKS	463,919.90
163221	GIESBRECHT, BRADFORD	INSTRUCTOR PAYMENT	RECREATION SERVICES	495.00
163222	GOSSETT, SHAWNA	TRAINING CONFERENCE ETRAKIT	COMMUNITY	225.15
163223	GRAINGER	MANHOLE BOLTS AND ACCESSORIES	SEWER MAIN COLLECTION	295.34
163224	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	15,870.72
163225	GRIMM, STEVE	UTILITY BILLING REFUND	GARBAGE	386.35
163226	GU, KATHLYN		WATER/SEWER OPERATION	15.92
163227	HA, ELIZABETH JEAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	348.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	1,240.20
163228	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	3,805.66
	HDR ENGINEERING		GMA - STREET	14,938.59
163229	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	122.70
	HOME DEPOT USA		CUSTODIAL SERVICES	320.02
	HOME DEPOT USA		CUSTODIAL SERVICES	2,117.27
163230	JONES, ROSEMARY	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
163231	KAISER, WILL	WELLNESS EVENT	MEDICAL CLAIMS	460.34
163232	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	72.00
	LAB/COR, INC.		STORM DRAINAGE	72.00
	LAB/COR, INC.		STORM DRAINAGE	99.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/31/2023 TO 5/31/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163233	MALLORY SAFETY	SOFTWARE LICENSE ACTIVATION	WATER DIST MAINS	575.76
	MALLORY SAFETY	GAS METERS	WATER DIST MAINS	1,892.65
	MALLORY SAFETY		SEWER MAIN COLLECTION	1,892.65
	MALLORY SAFETY		STORM DRAINAGE	1,892.65
	MALLORY SAFETY		SOLID WASTE OPERATIONS	1,892.66
	MALLORY SAFETY		EQUIPMENT RENTAL	1,892.66
163234	MATIA CONTRACTORS	RETAINAGE RELEASE - COURTS	GMA-PARKS	10,594.45
163235	MOOMEY, CANDACE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	2,039.55
163236	MOTOR TRUCKS	HEATER DOOR ACTIVATOR - H012	EQUIPMENT RENTAL	49.44
163237	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,104.50
163238	NELSON'S NOXIOUS	SPRAY TREATMENT	PARK & RECREATION FAC	543.43
	NELSON'S NOXIOUS		PARK & RECREATION FAC	898.09
163239	NORTH COAST ELECTRIC	SCREW	WATER FILTRATION PLANT	138.72
	NORTH COAST ELECTRIC	CONVERSION MODULE	WATER FILTRATION PLANT	256.93
	NORTH COAST ELECTRIC	COMPACT DC IMPUT MODULE	WATER QUAL TREATMENT	303.28
	NORTH COAST ELECTRIC	COMPACT LOGIC, COMPACT SCREW	WATER FILTRATION PLANT	319.11
	NORTH COAST ELECTRIC	COMPACT DC OUTPUT	WATER QUAL TREATMENT	362.20
	NORTH COAST ELECTRIC	ARM COMPACT LOGIX	WATER FILTRATION PLANT	571.63
	NORTH COAST ELECTRIC	COMPACT 5000 DC MODULE	WATER FILTRATION PLANT	590.34
	NORTH COAST ELECTRIC	COMPACT 5000 DC OUTPUT MODULE	WATER FILTRATION PLANT	705.06
	NORTH COAST ELECTRIC	COMPACT LOGIX CONVERSION MODULE	WATER FILTRATION PLANT	770.78
	NORTH COAST ELECTRIC	ANALOG INPUT MODULE	WATER RESERVOIRS	999.78
	NORTH COAST ELECTRIC	COMPACT LOGIX CONTROLLER	WATER QUAL TREATMENT	4,501.85
163240	NORTHWESTERN AUTO	ACCIDENT DAMAGE REPAIR - 805	EQUIPMENT RENTAL	1,589.80
163241	ODP BUSINESS SOLUTION	MEMO BOOKS	STORM DRAINAGE	11.79
	ODP BUSINESS SOLUTION	DESK PAD, STAPLER	STORM DRAINAGE	38.90
	ODP BUSINESS SOLUTION	DESK TRAY, COAT RACK	STORM DRAINAGE	54.68
	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	STORM DRAINAGE	519.38
	ODP BUSINESS SOLUTION		UTILITY BILLING	782.09
163242	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	48.00
163243	PUD	ACCT #205136245	SEWER LIFT STATION	14.84
	PUD	ACCT #202461034	UTIL ADMIN	21.00
	PUD	ACCT #202012589	PARK & RECREATION FAC	22.05
	PUD	ACCT #221100092	GMA - STREET	22.05
	PUD	ACCT #202031134	PUMPING PLANT	23.05
	PUD	ACCT #222871949	PARK & RECREATION FAC	23.63
	PUD	ACCT #201672136	SEWER LIFT STATION	24.79
	PUD	ACCT #202476438	SEWER LIFT STATION	28.57
	PUD	ACCT #201610185	TRANSPORTATION	33.37
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	35.32
	PUD	ACCT #202178158	SEWER LIFT STATION	36.63
	PUD	ACCT #201668043	PARK & RECREATION FAC	37.00
	PUD	ACCT #203005160	STREET LIGHTING	44.74
	PUD	ACCT #202140489	TRANSPORTATION	45.73
	PUD	ACCT #220792733	STREET LIGHTING	46.42
	PUD	ACCT #220761803	OPERA HOUSE	50.81
	PUD	ACCT #202694337	TRANSPORTATION	51.37
	PUD	ACCT #200571842	TRANSPORTATION	52.40
	PUD	ACCT #202557450	STREET LIGHTING	55.51
	PUD	ACCT #221636772	NON-DEPARTMENTAL	56.81
	PUD	ACCT #200827277	TRANSPORTATION	58.03

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/31/2023 TO 5/31/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163243	PUD	ACCT #202143111	TRANSPORTATION	65.40
	PUD	ACCT #200084036	TRANSPORTATION	73.55
	PUD	ACCT #201670890	TRANSPORTATION	78.69
	PUD	ACCT #203231006	TRANSPORTATION	80.79
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	84.19
	PUD	ACCT #202294336	STREET LIGHTING	99.01
	PUD	ACCT #202463543	SEWER LIFT STATION	99.15
	PUD	ACCT #202572327	STREET LIGHTING	99.53
	PUD	ACCT #202689105	WASTE WATER TREATMENT	100.93
	PUD	ACCT #202490637	SEWER LIFT STATION	101.21
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	112.81
	PUD	ACCT #202030078	TRANSPORTATION	120.74
	PUD	ACCT #203223458	PARK & RECREATION FAC	131.18
	PUD	ACCT #220731285	STREET LIGHTING	141.96
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	153.37
	PUD	ACCT #201065281	PARK & RECREATION FAC	171.23
	PUD	ACCT #220761175	OPERA HOUSE	201.16
	PUD	ACCT #200070449	TRANSPORTATION	205.44
	PUD	ACCT #200223857	PARK & RECREATION FAC	205.77
	PUD	ACCT #200625382	SEWER LIFT STATION	208.05
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	436.50
	PUD	ACCT #202499489	COMMUNITY EVENTS	502.78
	PUD	ACCT #202689287	WASTE WATER TREATMENT	745.39
	PUD	ACCT #200586485	SEWER LIFT STATION	977.90
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	7,383.04
163244	QUINTOS, MARIA & ANT	UTILITY BILLING REFUND	WATER/SEWER OPERATION	162.19
163245	R R BRINK LOCKING	JAIL KEYS	GENERAL FUND	-162.62
	R R BRINK LOCKING		DETENTION & CORRECTION	1,892.62
163246	REGIONAL DISPOSAL	TRUCKING FOR DISPOSAL	STORM DRAINAGE	1,077.44
163247	ROBERTS, JOHN	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
	ROBERTS, JOHN		PARKS-RECREATION	50.00
163248	SNO CO PUBLIC WORKS	WASTE/STREET SWEEPING DISPOSAL	SOLID WASTE OPERATIONS	-7.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	212,384.00
163249	SNYDER, CANON	RETAINER FEE FOR MC/DJ SERVICE	OPERA HOUSE	500.00
163250	SOLID WASTE SYSTEMS	ARM LIFT HYDRAULIC CYLINDER J007	EQUIPMENT RENTAL	2,709.84
163251	SONG, ANNA	UB REFUND	WATER/SEWER OPERATION	111.00
163252	SPANE, KIRA	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
163253	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	2,412.00
163254	THE TIGER KIDS	INSTRUCTOR PAYMENT	RECREATION SERVICES	591.60
163255	USDA-APHIS-WILDLIFE	PROGRAM SUPPORT	STORM DRAINAGE	618.02
163256	VANHOLLEBEKE, TENILLE	INSTRUCTOR PAYMENT	RECREATION SERVICES	144.00
163257	VERBAL JUDO INSTITUTE	VERBAL JUDO WEBINAR	STORM DRAINAGE	150.00
163258	WALKING CAT DESIGN	ADVERTISING - CRAB CRACKER	OPERA HOUSE	164.00
163259	WAXIE SANITARY SUPPLY	CREDIT MEMO - RJ8Y4 INV 81091516	CUSTODIAL SERVICES	-224.42
	WAXIE SANITARY SUPPLY	WYPALL POP-UP BOX	EQUIPMENT RENTAL	173.11
	WAXIE SANITARY SUPPLY	WHITE SWEATSHIRTS	PARK & RECREATION FAC	225.10
163260	WESTERN GRAPHICS	GRAPHICS VEHICLE #187	POLICE PATROL	887.02
163261	WESTERN SYSTEMS	LED ORANGE/WHITE BULBS	TRANSPORTATION	208.37
163262	WORSHAM, LAUREEN	REFUND - BALLET	PARKS-RECREATION	12.00
163263	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.06
163264	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	97.17

DATE: 6/1/2023
TIME: 10:51:53AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 4

FOR INVOICES FROM 5/31/2023 TO 5/31/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163265	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	122.48
163266	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	81.59
163267	ZUMWALT, REGINA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	527.39

WARRANT TOTAL: 1,089,561.50

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,089,561.50



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: June 07, 2023 Claims in the Amount of \$2,420,543.90 Paid by EFT Transactions and Check Numbers 163268 through 163429 with Check Numbers 153737, 154771 and 160789 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[060723.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/7/2023 TO 6/7/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163268	US BANK	MARLID7114	INTEREST & OTHER DEBT	75,322.50
163269	US BANK	MARLTGOREF13	INTEREST & OTHER	3,019.50
	US BANK		INTEREST & OTHER	6,130.50
	US BANK		INTEREST & OTHER	9,150.00
	US BANK		INTEREST & OTHER	91,825.00
163270	US BANK	MARLTGOREF16	INTEREST & OTHER	26,300.00
163271	US BANK	MARLTGO18 - STREETS	INTEREST & OTHER	210,009.38
163272	US BANK	MARLTGO18B	INTEREST & OTHER	754,500.00
163273	US BANK	MARLTGO20A - CIVIC CAMPUS	INTEREST & OTHER	168,250.00
163274	JPMORGAN CHASE BANK	LTGO20B - COURTHOUSE REFUNDING	INTEREST & OTHER	39,200.00
163275	LICENSING, DEPT OF	DRIVING ABSTRACT - LIEN	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - MORRIS	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - WHITLOCK	PERSONNEL ADMINISTRATION	15.00
163276	BOYD, RAE	CONTRACT NURSE SERVICES	DETENTION & CORRECTION	43,900.00
163277	BENEFIT COORDINATORS	JUNE 2023 PREMIUMS PAID	MEDICAL CLAIMS	169,640.80
163278	911 SUPPLY INC.	UNIFORM - BUELL	POLICE PATROL	16.42
	911 SUPPLY INC.		POLICE PATROL	21.75
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	26.27
	911 SUPPLY INC.	UNIFORM - SUPPLIES	POLICE PATROL	81.26
	911 SUPPLY INC.	UNIFORM - LAWLESS	POLICE ADMINISTRATION	114.85
	911 SUPPLY INC.	UNIFORM - MISHLER	POLICE PATROL	153.12
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	210.01
	911 SUPPLY INC.	UNIFORM - MOSALSKY	POLICE PATROL	235.17
	911 SUPPLY INC.	UNIFORM - ALLEN	DETENTION & CORRECTION	265.03
	911 SUPPLY INC.	UNIFORM - MORTON	DETENTION & CORRECTION	266.02
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	269.12
	911 SUPPLY INC.	UNIFORM - BEAUPRE	POLICE PATROL	306.28
	911 SUPPLY INC.	UNIFORM - WIERSMA	YOUTH SERVICES	344.72
	911 SUPPLY INC.	UNIFORM - WISEMAN	POLICE PATROL	434.32
	911 SUPPLY INC.	UNIFORM - BEAUPRE	POLICE PATROL	529.54
	911 SUPPLY INC.	UNIFORM - BUELL	POLICE PATROL	611.01
	911 SUPPLY INC.	UNIFORM - MOSALSKY	POLICE PATROL	642.92
	911 SUPPLY INC.	UNIFORM - BUELL	POLICE PATROL	843.76
	911 SUPPLY INC.	UNIFORM - WIERSMA	YOUTH SERVICES	1,620.41
	911 SUPPLY INC.	UNIFORM - MAPLES	POLICE PATROL	1,959.36
163279	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
163280	A A D INVESTMENTS LT	UB REFUND	WATER/SEWER OPERATION	111.42
163281	ABM CONSTRUCTION LLC	UB REFUND	WATER/SEWER OPERATION	20.43
163282	AIRGAS INC	GAS MONITORS	WATER DIST MAINS	2,350.95
163283	ALEXANDER PRINTING	PRINTING SERVICE	COMMUNITY SERVICES UNIT	92.84
	ALEXANDER PRINTING		POLICE ADMINISTRATION	96.98
163284	ALL BATTERY SALES &	SHOP SUPPLIES	EQUIPMENT RENTAL	786.88
163285	ALLIANT INSURANCE	NOTARY BOND RENEWAL - MOSALSKY	RISK MANAGEMENT	50.00
163286	AM TEST INC	LAB ANALYSIS	WASTE WATER TREATMENT	950.00
163287	AMERICAN RAMP CO	PUMP TRACK DESIGN	GMA-PARKS	30,000.00
163288	APSCO, INC.	REBUILD KIT	SEWER LIFT STATION	1,960.50
163289	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	248.39
163290	ART BY NINA	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
163291	ASTOUND BUSINESS	I-NET LEASE, INTERNET SERVICE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,085.73
163292	BAGNALL, JASON	UB REFUND	WATER/SEWER OPERATION	161.36
163293	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	861.25
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	1,180.00
163294	BICKFORD FORD	MOLDING	ER&R	179.40

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	BICKFORD FORD	BRAKE PAD/KIT, ROTOR ASSEMBLY	ER&R	610.81
163295	BIO CLEAN, INC	CLEAN/SANITIZE PATROL VEHICLE P165	POLICE PATROL	464.95
163296	BLACKBURN, COURTNEY	PROTEM SERVICE	MUNICIPAL COURTS	370.00
163297	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	5,672.48
163298	BOTESCH, NASH & HALL	POLICE EVIDENCE BUILDING #5	CAPITAL EXPENDITURES	34,696.75
163299	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	GENL GVRNMNT SERVICES	65.20
163300	BURTIS, MICHAEL	UPS SHIPPING	DETENTION & CORRECTION	38.78
163301	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
163302	CARSON-BLAKESLEY, VET	INSTRUCTOR SERVICE	RECREATION SERVICES	597.00
163303	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,667.51
163304	CASCADE NATURAL GAS	GAS CHARGES 4/14 TO 5/15/23	WATER FILTRATION PLANT	1,174.56
163305	CENTRAL WELDING SUPP	WELDING HELMET	EQUIPMENT RENTAL	150.59
163306	CIVICPLUS	WEBSITE REDESIGN	EXECUTIVE ADMIN	11,309.27
163307	CLEAN HARBORS ENV	EMERGENCY RESPONSE	STORM DRAINAGE	9,784.67
163308	CLEARWATER PACKAGE	SUPPLIES	GENERAL FUND	-49.12
	CLEARWATER PACKAGE		DETENTION & CORRECTION	571.63
163309	COASTAL FARM & HOME	CHAINSAW/POLE SAW BAR OIL	STORM DRAINAGE	54.90
	COASTAL FARM & HOME	UNIFORM - BUELL, JOHN	UTIL ADMIN	183.77
163310	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.71
163311	COMMERCIAL FIRE	ANNUAL FIRE EXT. SERVICE & TAG	MAINT OF GENL PLANT	394.84
	COMMERCIAL FIRE	ANNUAL WET SPRINKLER INSPECTION	MAINT OF GENL PLANT	625.05
163312	COMPACT INFORMATION	88TH ST NE MAPPING SERVICE	GMA - STREET	140.00
163313	COPIERS NORTHWEST	DEPARTMENTAL CANON PRINTER/COPIER	PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.76
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		ENGR-GENL	162.35
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		DETENTION & CORRECTION	245.13
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		POLICE PATROL	286.34
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		MUNICIPAL COURTS	329.09
	COPIERS NORTHWEST		OFFICE OPERATIONS	374.01
	COPIERS NORTHWEST		POLICE INVESTIGATION	545.77
	COPIERS NORTHWEST		PARK & RECREATION FAC	574.09
	COPIERS NORTHWEST		UTIL ADMIN	675.11
163314	CORE & MAIN LP	METERS	WATER SERVICE INSTALL	42,376.00
163315	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	9,316.00
163316	CRYSTAL SPRINGS	WATER SERVICE	POLICE ADMINISTRATION	-1.35
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	50.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	60.32
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		POLICE PATROL	100.00
163317	CUES	REPAIR ON HAND FEED CAMERA	SEWER MAIN COLLECTION	512.66
	CUES		STORM DRAINAGE	512.66
163318	CUMMINS NORTHWEST	REPAIR COOLANT TEMP ALARM	SEWER LIFT STATION	595.41
163319	DELL	MONITORS, DOCKING STATIONS	WATER CROSS CNTL	597.31
	DELL		ENGR-GENL	871.95

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163319	DELL	LAPTOP CHARGERS/MEMORY	IS REPLACEMENT ACCOUNTS	1,064.02
	DELL	MONITORS	ENGR-GENL	2,389.25
	DELL	LAPTOP	LEGAL - PROSECUTION	2,465.00
	DELL		EQUIPMENT RENTAL	3,655.00
	DELL		EXECUTIVE ADMIN	4,095.00
	DELL		IS REPLACEMENT ACCOUNTS	5,084.12
	DELL		MUNICIPAL COURTS	7,050.00
163320	DICKS TOWING	TOWING 23-24952	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-25151	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-25250	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-26197	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-26330	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-26589	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-62972	POLICE PATROL	77.54
	DICKS TOWING	TOWING - J031	EQUIPMENT RENTAL	420.62
163321	DIJULIO DISPLAYS INC	SNOWFLAKE LIGHTS FOR HOLIDAY	COMMUNITY EVENTS	8,654.03
163322	DISCOUNT TOWING	TOWING JAGUAR	POLICE PATROL	626.86
163323	DK SYSTEMS, INC.	A/C REPAIR AT COURT	COMMUNITY CENTER	336.41
163324	DUNFORD, TARA	2022 FINANCIAL STATEMENT GASB 68 AND 87	FINANCE-GENL	962.50
	DUNFORD, TARA	2022 FINANCIAL STATEMENT PREP	FINANCE-GENL	7,743.75
163325	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	4.35
	E&E LUMBER	WATER OPS SUPPLIES	WATER DIST MAINS	44.50
	E&E LUMBER	TROWEL, BYPASS LOPPER, HEDGE SHEAR	METER READING	89.05
	E&E LUMBER	PAINT SUPPLIES	FACILITY REPLACEMENT	127.66
163326	ESRI	GIS SOFTWARE/MAINTENANCE RENEWAL	GIS SERVICES IS	62,029.80
163327	EVERETT HYDRAULICS	DIAGNOSED/REPAIR BOOM TRUCK	EQUIPMENT RENTAL	1,263.85
163328	EVERETT, CITY OF	ANIMAL FOR CRIMINAL CASE CARE	COMMUNITY SERVICES UNIT	60.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	102.95
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	182.95
	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	673.20
	EVERETT, CITY OF		WASTE WATER TREATMENT	831.60
	EVERETT, CITY OF		WASTE WATER TREATMENT	1,346.50
	EVERETT, CITY OF	DELIVERED ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	3,250.00
163329	FASTENAL COMPANY	PARKS/LIGHTS	GMA-PARKS	48.14
163330	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	360.00
163331	GOVCONNECTION INC	SCAN SNAP SCANNER	FACILITY MAINTENANCE	514.18
	GOVCONNECTION INC	BARRACUDA RENEWAL	COMPUTER SERVICES	7,057.62
163332	GRAINGER	MISC. SUPPLIES	ER&R	763.64
	GRAINGER		ER&R	1,929.36
163333	GRANT, ROBERT	PROTEM SERVICE	MUNICIPAL COURTS	370.00
	GRANT, ROBERT		MUNICIPAL COURTS	370.00
163334	GRAY AND OSBORNE	PROFESSIONAL SERVICE	STORM DRAINAGE	1,213.60
163335	GREENSHIELDS INDS	CRACK SEAL AIR HOSE/PROTECTANT	ROADWAY MAINTENANCE	131.88
163336	GUNDERSON, JARL	LEOFF 1 - CO-PAY REIMBURSEMENT	POLICE ADMINISTRATION	111.80
	GUNDERSON, JARL		POLICE ADMINISTRATION	329.80
163337	HAMILTON, DUSTIN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	128.34
163338	HARRIS, ARON	WATER QUALITY TRAINING	UTIL ADMIN	193.55
163339	HEALTH, DEPT OF	PROJECT PLAN REVIEW	SOURCE OF SUPPLY	1,489.00
163340	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	295.20
163341	HEWLETT PACKARD	DEPARTMENTAL TONER/MAINTENANCE	UTIL ADMIN	0.33
163342	HODGSON, MEGAN	TYLER CONNECT CONFERENCE	PERSONNEL ADMINISTRATION	227.20
163343	HOME DEPOT USA	RAGS, SANITIZER, KNEE PADS	ER&R	331.08
	HOME DEPOT USA	SAFETY EYE WEAR	ER&R	413.71
163344	HOOVER COMMERCIAL	LABOR/MATERIALS ICE MACHINE	PARK & RECREATION FAC	899.31
	HOOVER COMMERCIAL		SOLID WASTE OPERATIONS	899.42

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	HOOVER COMMERCIAL		CITY STREET - GENERAL	899.31
	HOOVER COMMERCIAL		WATER FILTRATION PLANT	899.31
	HOOVER COMMERCIAL		SEWER MAIN COLLECTION	899.31
	HOOVER COMMERCIAL		WASTE WATER TREATMENT	899.31
	HOOVER COMMERCIAL		BUILDING MAINTENANCE	899.31
	HOOVER COMMERCIAL		EQUIPMENT RENTAL	899.31
163345	HORNUNG, CHRIS	MPA STATE CONFERENCE	PROBATION	150.45
163346	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
163347	INTERSTATE BATTERY	BATTERY	ER&R	137.63
163348	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	26.17
	J2 CLOUD SERVICES		LEGAL-GENL	26.17
	J2 CLOUD SERVICES		WATER DIST MAINS	52.33
	J2 CLOUD SERVICES		UTILITY BILLING	52.33
	J2 CLOUD SERVICES		CITY CLERK	52.33
	J2 CLOUD SERVICES		COMMUNITY	52.33
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	52.33
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	52.33
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	52.33
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	52.33
	J2 CLOUD SERVICES		RECREATION SERVICES	52.33
	J2 CLOUD SERVICES		POLICE INVESTIGATION	52.33
	J2 CLOUD SERVICES		MUNICIPAL COURTS	52.33
	J2 CLOUD SERVICES		DETENTION & CORRECTION	52.33
	J2 CLOUD SERVICES		PROBATION	52.33
	J2 CLOUD SERVICES		FINANCE-GENL	52.33
	J2 CLOUD SERVICES		UTIL ADMIN	52.33
	J2 CLOUD SERVICES		ENGR-GENL	52.33
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	52.33
	J2 CLOUD SERVICES		COMPUTER SERVICES	52.33
	J2 CLOUD SERVICES		OFFICE OPERATIONS	104.66
	J2 CLOUD SERVICES		MUNICIPAL COURTS	156.99
163349	JAMES, MARK	HOTEL, AIRFARE	CITY COUNCIL	2,703.20
163350	JULZ ANIMAL HOUZ	SUPPLIES	K9 PROGRAM	12.19
	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	18.75
163351	KENDALL CHEVROLET	DISCHARGE SUCTION HOSE ASSEMBLY	EQUIPMENT RENTAL	238.87
	KENDALL CHEVROLET	FUEL PUMP MODULE ASSEMBLY	EQUIPMENT RENTAL	603.65
163352	KETCHUM, ROBERT & CA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	13.97
163353	KING, SHERRY JO	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	KING, SHERRY JO		MUNICIPAL COURTS	370.00
163354	LESTER, TERI	SUPPLIES FOR HR COHORT MEETING	PERSONNEL ADMINISTRATION	30.65
	LESTER, TERI	TYLER CONNECT CONFERENCE	PERSONNEL ADMINISTRATION	188.80
163355	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	196.28
163356	MACWILLIAMS, KYLE &	UB REFUND	WATER/SEWER OPERATION	98.73
163357	MANHOLES NORTHWEST	MANHOLE COVERS	SEWER MAIN COLLECTION	1,595.00
	MANHOLES NORTHWEST	LIVE CHANNELED SEWER MANHOLE	SEWER MAIN COLLECTION	1,858.10
163358	MARTINEZ, MARIAH	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
163359	MARYSVILLE AWARDS	PAD-FOLIOS	POLICE INVESTIGATION	659.70
163360	MARYSVILLE, CITY OF	4123 71ST ST NE	SUNNYSIDE FILTRATION	137.52
	MARYSVILLE, CITY OF	4202 59TH DR NE	PARK & RECREATION FAC	201.48
	MARYSVILLE, CITY OF	4202 59TH DR NE	PARK & RECREATION FAC	205.55
	MARYSVILLE, CITY OF	4020 71ST AVE NE	SUNNYSIDE FILTRATION	307.14
163361	MITCHELL 1	SUBSCRIPTION RENEWAL	EQUIPMENT RENTAL	2,082.49
163362	MOEN, RON	UTILITY BILLING REFUND	WATER/SEWER OPERATION	199.35
163363	MOHAMED, NASHUA	INSTRUCTOR PAYMENT	RECREATION SERVICES	66.00

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163364	MORASCO, GWEN	HOSTAGE NEGOTIATOR ASSOCIATION	POLICE INVESTIGATION	207.50
163365	MOUNTAIN MIST	WATER COOLER/BOTTLE	SOLID WASTE OPERATIONS	7.81
	MOUNTAIN MIST		SEWER MAIN COLLECTION	7.81
	MOUNTAIN MIST		WASTE WATER TREATMENT	7.82
	MOUNTAIN MIST		WASTE WATER TREATMENT	18.78
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	18.78
	MOUNTAIN MIST		SEWER MAIN COLLECTION	18.78
	MOUNTAIN MIST		SEWER MAIN COLLECTION	24.68
	MOUNTAIN MIST		WASTE WATER TREATMENT	24.69
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	24.69
163366	MTM RECOGNITION CORP	YEAR PINS	POLICE ADMINISTRATION	492.35
163367	NAPA AUTO PARTS	AIR FILTERS	ER&R	70.02
	NAPA AUTO PARTS	AIR/OIL FILTERS, SOLENOID	ER&R	529.61
163368	NAVIA BENEFIT	PARTICIPANT FEE - MAY	PERSONNEL ADMINISTRATION	189.20
163369	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	859.00
163370	NORTHWESTERN AUTO	P187 - REMOVED EXTERIOR GRAPHICS	POLICE PATROL	350.08
	NORTHWESTERN AUTO	P187 - REPAIR ACCIDENT DAMAGE	EQUIPMENT RENTAL	3,090.44
163371	ODP BUSINESS Solutio	SUPPLIES	POLICE PATROL	130.34
	ODP BUSINESS Solutio		POLICE PATROL	141.46
	ODP BUSINESS Solutio		POLICE PATROL	344.24
	ODP BUSINESS Solutio	TONER	OFFICE OPERATIONS	463.81
163372	OREILLY AUTO PARTS	HEATER CONTROL KNOB	EQUIPMENT RENTAL	15.45
	OREILLY AUTO PARTS	TRANSMISSION SHIFT INDICATOR CLIP	EQUIPMENT RENTAL	17.85
163373	OVERHEAD DOOR COMPAN	SHOP DOOR OPENER	WASTE WATER TREATMENT	4,890.18
	OVERHEAD DOOR COMPAN	PIPE/SPRING ASSEMBLY	WASTE WATER TREATMENT	10,850.29
163374	PALAMERICAN SECURITY	SECURITY SERVICE - MAY 2023	PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
163375	PARR LUMBER CO	WOODEN STAKES FOR PA SIGNS	COMMUNITY	113.78
163376	PARTNER CONST PROD	ASPHALT CRACK SEALER/MELTER - M032	EQUIPMENT RENTAL	105,783.42
163377	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	PRO-SHOP	-115.63
	PGC INTERBAY LLC		PRO-SHOP	174.04
	PGC INTERBAY LLC		PRO-SHOP	202.63
	PGC INTERBAY LLC		MAINTENANCE	422.15
	PGC INTERBAY LLC		PRO-SHOP	898.30
	PGC INTERBAY LLC		GOLF ADMINISTRATION	916.88
	PGC INTERBAY LLC		PRO-SHOP	957.26
	PGC INTERBAY LLC		PRO-SHOP	1,181.28
	PGC INTERBAY LLC		MAINTENANCE	1,312.80
	PGC INTERBAY LLC		PRO-SHOP	1,600.00
	PGC INTERBAY LLC		MAINTENANCE	1,831.36
	PGC INTERBAY LLC		MAINTENANCE	2,109.48
	PGC INTERBAY LLC		MAINTENANCE	2,784.27
	PGC INTERBAY LLC		GOLF COURSE	2,827.41
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	PRO-SHOP	11,434.58
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	MAINTENANCE	12,000.90
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	MAINTENANCE	15,664.38
163378	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	36.00
163379	PREMIER GOLF CENTERS	MANAGEMENT SERVICE FOR GOLF	GOLF ADMINISTRATION	10,377.64
163380	PROFORCE LAW ENFORC	EAR PRO	POLICE TRAINING-FIREARMS	2,191.50
	PROFORCE LAW ENFORC	AMMO	POLICE TRAINING-FIREARMS	2,473.92
163381	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,120.50
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	6,612.92
163382	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	450.00
163383	PUD	ACCT #220298624	STREET LIGHTING	8.02
	PUD	ACCT #205283641	STREET LIGHTING	8.44

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	PUD	ACCT #205026479	STREET LIGHTING	12.09
	PUD		STREET LIGHTING	18.91
	PUD	ACCT #204584361	STREET LIGHTING	19.05
	PUD	ACCT #202177861	PUMPING PLANT	21.75
	PUD	ACCT #200998532	PARK & RECREATION FAC	22.84
	PUD	ACCT #202220760	GOLF ADMINISTRATION	22.84
	PUD	ACCT #202791166	PUMPING PLANT	23.57
	PUD	ACCT #201931193	PARK & RECREATION FAC	23.63
	PUD	ACCT #204933311	PUMPING PLANT	25.20
	PUD	ACCT #204584361	STREET LIGHTING	25.26
	PUD	ACCT #201380995	PUMPING PLANT	27.39
	PUD	ACCT #221303498	STREET LIGHTING	34.37
	PUD	ACCT #202368536	TRANSPORTATION	47.03
	PUD	ACCT #220153100	TRANSPORTATION	49.74
	PUD	ACCT #200800704	STREET LIGHTING	54.63
	PUD	ACCT #202183679	TRANSPORTATION	54.67
	PUD	ACCT #202102190	TRANSPORTATION	55.62
	PUD	ACCT #200869303	TRANSPORTATION	60.55
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	63.59
	PUD	ACCT #202368197	PUMPING PLANT	112.72
	PUD	MOTHER NATURE'S WINDOW	PARK & RECREATION FAC	130.15
	PUD	ACCT #202576112	STREET LIGHTING	133.00
	PUD	ACCT #200084150	TRANSPORTATION	161.06
	PUD	ACCT #222592917	PARK & RECREATION FAC	185.64
	PUD	ACCT #203344585	STREET LIGHTING	212.39
	PUD	ACCT #200164598	SOURCE OF SUPPLY	341.56
	PUD	ACCT #201639630	GOLF ADMINISTRATION	692.34
	PUD	ACCT #202604203	STREET LIGHTING	1,832.64
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,464.81
	PUD	ACCT #202576112	STREET LIGHTING	2,527.11
	PUD	ACCT #201147253	PUMPING PLANT	2,605.12
	PUD	ACCT #202604203	STREET LIGHTING	2,748.98
	PUD	ACCT #201577921	PUMPING PLANT	5,934.39
163384	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	200.00
	RADIA INC PS		DETENTION & CORRECTION	313.20
163385	REECE TRUCKING	CONCRETE W/REBAR DUMP	CAPITAL EXPENDITURES	201.88
	REECE TRUCKING		CAPITAL EXPENDITURES	273.12
	REECE TRUCKING		CAPITAL EXPENDITURES	311.28
	REECE TRUCKING		CAPITAL EXPENDITURES	511.92
	REECE TRUCKING		CAPITAL EXPENDITURES	540.96
	REECE TRUCKING		CAPITAL EXPENDITURES	1,165.30
	REECE TRUCKING		CAPITAL EXPENDITURES	1,741.30
163386	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	1,485.74
163387	RICHARDSON, PAUL & L	UTILITY BILLING REFUND	WATER/SEWER OPERATION	240.00
163388	RUBICON GLOBAL, LLC	RUBICON SMART CITY SUBSCRIPTION	GARBAGE	-291.40
	RUBICON GLOBAL, LLC		GARBAGE	-291.40
	RUBICON GLOBAL, LLC		SOLID WASTE OPERATIONS	3,391.40
	RUBICON GLOBAL, LLC		SOLID WASTE OPERATIONS	3,391.40
163389	SAN DIEGO POLICE EQU	AMMO	POLICE TRAINING-FIREARMS	40,599.00
163390	SERVICE ELECTRIC COM	REPAIR SIGNAL POLE	TRANSPORTATION	6,928.93
163391	SHI INTERNATIONAL	ADOBE PRO	COMPUTER SERVICES	85.86
	SHI INTERNATIONAL	ADOBE PHOTOSHOP	RECREATION SERVICES	134.73
	SHI INTERNATIONAL	ADOBE PRO LICENSES	MUNICIPAL COURTS	286.28
163392	SIGMAN, MICHAEL	LEOFF 1 - CO-PAY REIMBURSEMENT	POLICE ADMINISTRATION	659.60

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/7/2023 TO 6/7/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163393	SISKUN POWER EQUIPME	SPARK PLUGS	SMALL ENGINE SHOP	8.78
	SISKUN POWER EQUIPME	AIR FILTER, SPARK PLUGS	SMALL ENGINE SHOP	14.79
	SISKUN POWER EQUIPME	LOCK LEVER, ROTO SHOP CABLE	SMALL ENGINE SHOP	19.65
	SISKUN POWER EQUIPME	SPARK PLUGS, PUSH NUT, SHIELD	SMALL ENGINE SHOP	21.02
	SISKUN POWER EQUIPME	DRIVE SHAFT	SMALL ENGINE SHOP	30.75
	SISKUN POWER EQUIPME		SMALL ENGINE SHOP	30.75
	SISKUN POWER EQUIPME	AIR CLEANER ELEMENT, SPARK PLUG	SMALL ENGINE SHOP	37.51
	SISKUN POWER EQUIPME	DRIVE TUBE ASSEMBLY	SMALL ENGINE SHOP	55.49
	SISKUN POWER EQUIPME	FAN HOUSING W/STARTER, BLOWER TUBE	SMALL ENGINE SHOP	88.65
	SISKUN POWER EQUIPME	ROTARY BLADE, HEX BOLT, WASHERS	SMALL ENGINE SHOP	94.78
	SISKUN POWER EQUIPME	MOWING HEAD	SMALL ENGINE SHOP	121.95
	SISKUN POWER EQUIPME	SHROUD AND TRIGGER UNIT	SMALL ENGINE SHOP	316.49
163394	SKAGIT HOSPITAL	INMATE MEDICAL CARE	DETENTION & CORRECTION	639.00
163395	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	COMPUTER SERVICES	-261.00
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	COMPUTER SERVICES	-232.15
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	COMMUNITY	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		COMMUNITY SERVICES UNIT	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	COMMUNITY	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		COMMUNITY SERVICES UNIT	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	MUNICIPAL COURTS	15.70
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		CITY CLERK	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		FACILITY MAINTENANCE	15.70
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	MUNICIPAL COURTS	15.70
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		CITY CLERK	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		FACILITY MAINTENANCE	15.70
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		WATER QUAL TREATMENT	23.55
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		WATER QUAL TREATMENT	23.55
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	SOLID WASTE CUSTOMER	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		GIS SERVICES IS	31.40
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	SOLID WASTE CUSTOMER	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		GIS SERVICES IS	31.46

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	LEGAL - PROSECUTION	39.25
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	LEGAL - PROSECUTION	39.25
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	OFFICE OPERATIONS	47.10
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	OFFICE OPERATIONS	47.10
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	COMMUNITY SERVICES UNIT	54.95
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	COMMUNITY SERVICES UNIT	54.95
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	STORM DRAINAGE	62.80
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	STORM DRAINAGE	62.80
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	GENERAL	70.65
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	GENERAL	70.65
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	POLICE INVESTIGATION	78.50
	SMARSH INC		DETENTION & CORRECTION	86.35
	SMARSH INC		WASTE WATER TREATMENT	86.35
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	POLICE INVESTIGATION	86.35
	SMARSH INC		DETENTION & CORRECTION	86.35
	SMARSH INC		WASTE WATER TREATMENT	86.35
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	EXECUTIVE ADMIN	102.05
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	EXECUTIVE ADMIN	102.05
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	UTIL ADMIN	117.75
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	UTIL ADMIN	117.75
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	POLICE ADMINISTRATION	141.30
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	POLICE ADMINISTRATION	141.30
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	ENGR-GENL	172.70
	SMARSH INC	TEXT MESSAGE ARCHIVING APRIL 23	ENGR-GENL	172.70
	SMARSH INC		POLICE PATROL	463.15
	SMARSH INC	TEXT MESSAGE ARCHIVING - MARCH 2023	POLICE PATROL	471.00
163396	SMITH, LUETTA	UTILITY BILLING REFUND	GARBAGE	11.50
163397	SNO CO FINANCE	REINSTALL USED ENGINE - P177 & P145	EQUIPMENT RENTAL	13,856.57
163398	SNO CO PROSECUTING	EXTRADITION SERVICE	POLICE PATROL	1,553.00
163399	SNO CO TREASURER	INMATE HOUSING MEDICAL	DETENTION & CORRECTION	9,051.47
	SNO CO TREASURER	INMATE HOUSING AT SCJ	DETENTION & CORRECTION	104,460.39
163400	SNO HEALTH DISTRICT	STORMWATER PERMIT	STORM DRAINAGE	3,875.00
163401	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	365.24
163402	SOUND SAFETY	UNIFORM - LUNDGREN	UTIL ADMIN	386.88
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	395.92
	SOUND SAFETY		DETENTION & CORRECTION	719.80
163403	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	92.99
163404	SSG MINERAL RESOURCE	10-YRD OF DUMPED NATIVE SOIL	STORM DRAINAGE	120.00
163405	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	199.18
163406	STRAWBERRY LANES	INSTRUCTOR PAYMENT	RECREATION SERVICES	329.00
163407	SUN BADGE CO	BADGES	GENERAL FUND	-23.36
	SUN BADGE CO		DETENTION & CORRECTION	271.86
163408	SUPERIOR RESTROOMS	SERVICE ON #6053	ROADSIDE VEGETATION	71.11
163409	TACOMA SCREW PRODUCT	NUTS, BOLTS, WASHERS, SCREWS, CLIPS	EQUIPMENT RENTAL	583.10
163410	THORNE-PAGE-SHAW, J	INSTRUCTOR SERVICE	RECREATION SERVICES	135.00
163411	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	303.27
	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	932.79
	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	1,941.85
163412	VAN DAM'S ABBEY	FLOORING LAMINATION	FACILITY REPLACEMENT	2,878.64
163413	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	29.89

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/7/2023 TO 6/7/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163413	VERIZON	WIRELESS SERVICE	SEWER MAIN COLLECTION	40.01
	VERIZON		EQUIPMENT RENTAL	82.73
	VERIZON		PERSONNEL ADMINISTRATION	125.67
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.14
	VERIZON	WIRELESS SERVICE	CITY CLERK	172.56
	VERIZON		WATER QUAL TREATMENT	207.57
	VERIZON		OFFICE OPERATIONS	212.63
	VERIZON		FINANCE-GENL	274.90
	VERIZON		FACILITY MAINTENANCE	318.65
	VERIZON		MUNICIPAL COURTS	331.47
	VERIZON		LEGAL-GENL	333.00
	VERIZON		PARK & RECREATION FAC	373.06
	VERIZON		RECREATION SERVICES	373.06
	VERIZON		COMMUNITY SERVICES UNIT	388.33
	VERIZON		WATER SUPPLY MAINS	400.18
	VERIZON		SOLID WASTE CUSTOMER	453.12
	VERIZON		DETENTION & CORRECTION	458.91
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	520.21
	VERIZON	WIRELESS SERVICE	EXECUTIVE ADMIN	547.69
	VERIZON		POLICE INVESTIGATION	564.90
	VERIZON		COMPUTER SERVICES	573.35
	VERIZON		SEWER MAIN COLLECTION	578.20
	VERIZON	AMR LINES	METER READING	621.53
	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	648.13
	VERIZON		STORM DRAINAGE	664.23
	VERIZON		COMMUNITY	667.90
	VERIZON		GENERAL	883.43
	VERIZON		ENGR-GENL	1,757.61
	VERIZON		UTIL ADMIN	2,291.26
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,561.07
	VERIZON	WIRELESS SERVICE	POLICE PATROL	3,114.42
163414	WARD, DANIEL	TRAINING EXPENSE REIMBURSEMENT	POLICE INVESTIGATION	90.42
163415	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	77.88
163416	WEISER, LISA D	INSTRUCTOR SERVICE	RECREATION SERVICES	285.60
163417	WHITE CAP CONSTRUCT	GRIP GLOVES, XYLENE	PARK & RECREATION FAC	311.04
	WHITE CAP CONSTRUCT	CURE AND SEAL	PARK & RECREATION FAC	729.55
163418	WSSUA	SOFTBALL UMPs FOR LEAGUES	RECREATION SERVICES	640.00
163419	WYNNE, THOMAS J	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	WYNNE, THOMAS J	PROTEM SERVICES	MUNICIPAL COURTS	370.00
163420	YOOL, BROOKE ERIN	INSTRUCTOR SERVICE	RECREATION SERVICES	90.00
163421	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	65.40
163422	ZIPLY FIBER	ACCT #3606534028	CITY HALL	125.53
163423	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	67.12
163424	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	66.97
163425	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	66.97
163426	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	123.14
163427	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	45.78
	ZIPLY FIBER		POLICE PATROL	45.78
	ZIPLY FIBER		COMMUNICATION CENTER	45.78
	ZIPLY FIBER		UTILITY BILLING	45.78
	ZIPLY FIBER		GENERAL	45.78
	ZIPLY FIBER		GOLF ADMINISTRATION	45.78
	ZIPLY FIBER		COMMUNITY	91.57
	ZIPLY FIBER		DETENTION & CORRECTION	91.57
	ZIPLY FIBER		OFFICE OPERATIONS	91.48

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	ZIPLY FIBER		GOLF ADMINISTRATION	91.57
	ZIPLY FIBER		CITY HALL	137.35
	ZIPLY FIBER		RECREATION SERVICES	183.13
	ZIPLY FIBER		WASTE WATER TREATMENT	228.92
	ZIPLY FIBER		UTIL ADMIN	228.92
163428	ZIPLY FIBER	LOCAL AND LD LINES	YOUTH SERVICES	8.68
	ZIPLY FIBER		CRIME PREVENTION	8.68
	ZIPLY FIBER		PROPERTY TASK FORCE	8.68
	ZIPLY FIBER		PURCHASING/CENTRAL	8.68
	ZIPLY FIBER		WATER QUAL TREATMENT	17.35
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.35
	ZIPLY FIBER		FACILITY MAINTENANCE	17.35
	ZIPLY FIBER		CITY CLERK	26.03
	ZIPLY FIBER		STORM DRAINAGE	26.03
	ZIPLY FIBER		GIS SERVICES IS	26.03
	ZIPLY FIBER		LEGAL - PROSECUTION	34.70
	ZIPLY FIBER		PARK & RECREATION FAC	34.70
	ZIPLY FIBER		LEGAL-GENL	34.70
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	43.38
	ZIPLY FIBER		GENERAL	43.38
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	52.05
	ZIPLY FIBER		EQUIPMENT RENTAL	60.73
	ZIPLY FIBER		POLICE INVESTIGATION	78.08
	ZIPLY FIBER		RECREATION SERVICES	78.08
	ZIPLY FIBER		UTILITY BILLING	78.08
	ZIPLY FIBER		COMPUTER SERVICES	78.08
	ZIPLY FIBER		FINANCE-GENL	86.76
	ZIPLY FIBER		WASTE WATER TREATMENT	95.43
	ZIPLY FIBER		OFFICE OPERATIONS	104.11
	ZIPLY FIBER		UTIL ADMIN	104.11
	ZIPLY FIBER		MUNICIPAL COURTS	112.78
	ZIPLY FIBER		EXECUTIVE ADMIN	112.78
	ZIPLY FIBER		POLICE ADMINISTRATION	112.78
	ZIPLY FIBER		COMMUNITY	156.16
	ZIPLY FIBER		ENGR-GENL	199.54
	ZIPLY FIBER		DETENTION & CORRECTION	208.22
	ZIPLY FIBER		POLICE PATROL	451.14
163429	ZIPLY FIBER		YOUTH SERVICES	8.74
	ZIPLY FIBER		CRIME PREVENTION	8.74
	ZIPLY FIBER		PROPERTY TASK FORCE	8.74
	ZIPLY FIBER		WATER QUAL TREATMENT	8.74
	ZIPLY FIBER		PURCHASING/CENTRAL	8.74
	ZIPLY FIBER		CITY CLERK	17.48
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.48
	ZIPLY FIBER		FACILITY MAINTENANCE	17.48
	ZIPLY FIBER		STORM DRAINAGE	26.21
	ZIPLY FIBER		GIS SERVICES IS	26.21
	ZIPLY FIBER		LEGAL - PROSECUTION	34.95
	ZIPLY FIBER		PARK & RECREATION FAC	34.95
	ZIPLY FIBER		LEGAL-GENL	34.95
	ZIPLY FIBER		GENERAL	43.69
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	52.43
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	52.43
	ZIPLY FIBER		EQUIPMENT RENTAL	61.17

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/7/2023 TO 6/7/2023**

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163429	ZIPLY FIBER	LOCAL AND LD LINES	COMPUTER SERVICES	78.62
	ZIPLY FIBER		RECREATION SERVICES	78.64
	ZIPLY FIBER		UTILITY BILLING	78.64
	ZIPLY FIBER		FINANCE-GENL	87.38
	ZIPLY FIBER		POLICE INVESTIGATION	87.38
	ZIPLY FIBER		WASTE WATER TREATMENT	87.38
	ZIPLY FIBER		OFFICE OPERATIONS	104.86
	ZIPLY FIBER		UTIL ADMIN	104.86
	ZIPLY FIBER		MUNICIPAL COURTS	113.60
	ZIPLY FIBER		EXECUTIVE ADMIN	113.60
	ZIPLY FIBER		POLICE ADMINISTRATION	113.60
	ZIPLY FIBER		COMMUNITY	157.29
	ZIPLY FIBER		ENGR-GENL	200.98
	ZIPLY FIBER		DETENTION & CORRECTION	218.45
	ZIPLY FIBER		POLICE PATROL	436.90

WARRANT TOTAL: 2,420,902.89

GCP WW HOLDCO LLC	VOID	CHECK LOST/DAMAGED	160789	\$98.90
JASON BAGNALL/AMBER MUNCH	VOID	CHECK LOST/DAMAGED	154771	\$161.36
KYLE & JEN MACWILLIAMS	VOID	CHECK LOST/DAMAGED	153737	\$98.73

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$2,420,543.90



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: June 09, 2023 Payroll in the Amount of \$1,828,248.14 Paid by EFT Transactions and Check Numbers 34626 through 34646

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: June 21, 2023 Claims in the Amount of \$1,883,514.37 Paid by EFT Transactions and Check Numbers 163600 through 163743 with Check Numbers 145606 and 163574 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[062123.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2023 TO 6/21/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163600	LICENSING, DEPT. OF	DRIVING ABSTRACT - CROSS	PERSONNEL ADMINISTRATION	15.00
163601	3R TECHNOLOGY LLC	EQUIPMENT RECYCLE FEE	COMPUTER SERVICES	100.00
	3R TECHNOLOGY LLC	REFRIGERATION UNITS COLLECTED	PROTECTIVE INSPECTIONS	7,095.25
163602	911 SUPPLY INC.	CREDIT #RMA-2-1822	POLICE PATROL	-80.39
	911 SUPPLY INC.	CREDIT FOR RMA-2-1903	YOUTH SERVICES	-63.86
	911 SUPPLY INC.	UNIFORM - BUELL	COMMUNITY SERVICES UNIT	50.33
	911 SUPPLY INC.	UNIFORM - MCSHANE	POLICE INVESTIGATION	50.33
	911 SUPPLY INC.	UNIFORM - ROBERTS	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - THAMMARAT	DETENTION & CORRECTION	72.22
	911 SUPPLY INC.	UNIFORM - DEPT. ISSUE	POLICE PATROL	76.51
	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	88.90
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	98.71
	911 SUPPLY INC.	UNIFORM - BUELL	POLICE PATROL	120.33
	911 SUPPLY INC.	UNIFORM - VASCONI	COMMUNITY SERVICES UNIT	137.28
	911 SUPPLY INC.	UNIFORM - BUELL	POLICE PATROL	172.29
	911 SUPPLY INC.		POLICE PATROL	426.73
	911 SUPPLY INC.	UNIFORM - WARBIS	POLICE PATROL	663.81
	911 SUPPLY INC.	UNIFORM - LOHRKE	POLICE PATROL	691.89
	911 SUPPLY INC.	BALLISTIC VEST - BRITTON	DETENTION & CORRECTION	1,739.46
163603	ALEXANDER PRINTING	BUSINESS CARDS	POLICE ADMINISTRATION	61.45
	ALEXANDER PRINTING		OFFICE OPERATIONS	67.92
	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	148.11
	ALEXANDER PRINTING	BUSINESS CARDS	POLICE INVESTIGATION	200.00
	ALEXANDER PRINTING	WATER LEAK/WARNING DOOR SIGNS	METER READING	424.22
163604	ALL BATTERY SALES & ALL BATTERY SALES &	BATTERY/CORE	EQUIPMENT RENTAL	1.88
			EQUIPMENT RENTAL	157.63
163605	ALL TRAFFIC SOLUTION	CHARGERS	POLICE INVESTIGATION	295.38
163606	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	90.80
163607	AM TEST INC	LAB ANALYSIS	WASTE WATER TREATMENT	390.00
	AM TEST INC		WASTE WATER TREATMENT	390.00
	AM TEST INC		WASTE WATER TREATMENT	390.00
163608	AMAZON CAPITAL	WIRELESS MOUSE	COMMUNITY	38.28
163609	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	19.69
	AMERICAN CLEANERS		DETENTION & CORRECTION	24.01
	AMERICAN CLEANERS		POLICE ADMINISTRATION	28.82
	AMERICAN CLEANERS		POLICE ADMINISTRATION	46.61
	AMERICAN CLEANERS		POLICE PATROL	49.50
	AMERICAN CLEANERS		POLICE PATROL	181.10
	AMERICAN CLEANERS		DETENTION & CORRECTION	334.06
163610	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	73.16
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	513.53
163611	ARG INDUSTRIAL	DISPENSER TRANSFER HOSE	EQUIPMENT RENTAL	68.05
163612	BANK OF AMERICA	POSTAGE	COMMUNITY	3.60
	BANK OF AMERICA		COMMUNITY	74.16
163613	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	9,463.50
163614	BILLING DOCUMENT SPE	TRANSACTION FEE MAY 2023	UTILITY BILLING	2,247.06
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,019.77
163615	BLAINE, JESSICA	REFUND - SOCCER	PARKS-RECREATION	87.00
163616	BOE CONSTRUCTION	MESH HOME ACQUISITION APPRAISAL	AFFORDABLE HOUSING	800.00
163617	CARSON-BLAKESLEY, VET	LINE DANCE INSTRUCTOR	OPERA HOUSE	300.00
163618	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,073.86
163619	CATHOLIC COMMUNITY	CCS - CHORE SERVICE MAY 2023	COMMUNITY	570.96
163620	CENTRAL WELDING SUPPLY	SURVEYOR MESH VESTS	ER&R	72.20
	CENTRAL WELDING SUPPLY	YELLOW RAIN PANTS	ER&R	81.49
	CENTRAL WELDING SUPPLY	LATEX GLOVES	ER&R	1,224.53

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163621	CHICAGO TITLE INSURANCE	RIVERWALK TITLE REPORTS	CAPITAL EXPENDITURES	2,747.50
163622	COASTAL FARM & HOME	UNIFORM - CARY	UTIL ADMIN	144.40
163623	COMMERCIAL FIRE	FLEET FIRE EXTINGUISHER SERVICE	ER&R	489.72
	COMMERCIAL FIRE	FIRE EXTINGUISHER, VEHICLE BRACKET	ER&R	1,002.32
163624	COOP SUPPLY	MISC. SUPPLIES	ROADWAY MAINTENANCE	166.01
	COOP SUPPLY	CORNERSTONE PLUS	WATER DIST MAINS	196.91
163625	CORRECTIONS, DEPT. OF	INMATE MEALS	DETENTION & CORRECTION	9,972.00
163626	CORRECTIONS, DEPT. OF	INMATE PAY	ROADSIDE VEGETATION	159.85
	CORRECTIONS, DEPT. OF		PARK & RECREATION FAC	291.96
163627	COSTLESS SENIOR SRVCS	INMATE MEDICATION	DETENTION & CORRECTION	74.45
	COSTLESS SENIOR SRVCS		DETENTION & CORRECTION	933.18
163628	CRYSTAL SPRINGS	WATER SERVICE	COMMUNITY CENTER	94.38
163629	DANFORD, JESSICA	REFUND - PHOTOGRAPHY	PARKS-RECREATION	30.00
163630	DAVID EVANS & ASSOC	SURVEYING SERVICES	CAPITAL EXPENDITURES	8,771.20
163631	DETROIT INDUSTRIAL T	CORE BITS, ADAPTERS	GENERAL FUND	-53.64
	DETROIT INDUSTRIAL T		ROADWAY MAINTENANCE	624.27
163632	E&E LUMBER	FAUCET KEY	PARK & RECREATION FAC	11.54
	E&E LUMBER	ZIP TIES	ROADSIDE VEGETATION	18.89
	E&E LUMBER	MISC. SUPPLIES	PARK & RECREATION FAC	19.35
	E&E LUMBER	SUPPLIES	PARK & RECREATION FAC	35.53
	E&E LUMBER	IRRIGATION SUPPLIES	PARK & RECREATION FAC	53.95
163633	ECOLOGY, DEPT. OF	WATER QUALITY PROGRAM	UTIL ADMIN	22,576.32
	ECOLOGY, DEPT. OF	STORMWATER ACTION MONITORING	STORM DRAINAGE	30,821.00
163634	ECONORTHWEST	HOUSING ACTION PLAN	COMMUNITY	8,630.00
163635	EGER, CHRISTOPHER	SOUNDS OF SUMMER CONCERT	RECREATION SERVICES	1,200.00
163636	ENVIRONMENTAL PRODUCT	EXTENSION POLE	WATER/SEWER OPERATION	-154.44
	ENVIRONMENTAL PRODUCT		STORM DRAINAGE	898.72
	ENVIRONMENTAL PRODUCT		SEWER MAIN COLLECTION	898.72
163637	EOFF, JANET	REFUND - PHOTOGRAPHY	PARKS-RECREATION	30.00
163638	EVERETT OFFICE	FURNITURE FILE PEDESTAL	POLICE INVESTIGATION	1,090.72
163639	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	288,206.77
163640	FASTENAL COMPANY	BANNER INSTALL PARTS	ROADSIDE VEGETATION	137.37
	FASTENAL COMPANY		ROADSIDE VEGETATION	179.71
163641	FASTSIGNS	PROJECT SIGNS	GMA-PARKS	233.26
163642	FCS GROUP	PROFESSIONAL SERVICE	SOLID WASTE OPERATIONS	1,070.00
163643	FERGUSON ENTERPRISES	ARM	WATER SERVICE INSTALL	1,553.96
163644	FERRARO, TABITHA	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	43.87
163645	FIELD INSTRUMENTS	SOLENOID	WASTE WATER TREATMENT	1,335.36
163646	FOREMOST PROMOTIONS	PROMOTIONAL SUPPLIES	CRIME PREVENTION	1,332.20
	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	CRIME PREVENTION	1,802.89
163647	GILLINGS, FRED	DMCJA JUDICIAL CONFERENCE	MUNICIPAL COURTS	162.80
	GILLINGS, FRED	HOTEL REIMBURSEMENT	MUNICIPAL COURTS	192.86
163648	GOSSETT, SHAWNA	TRAVEL REIMBURSEMENT	COMMUNITY	217.84
163649	GOVCONNECTION INC	MODEM, FIREWALL, ANTENNA	SEWER LIFT STATION	1,275.97
	GOVCONNECTION INC	IPADS	COMMUNITY	4,289.62
163650	GRAINGER	FREEZER POPS	SOLID WASTE OPERATIONS	122.40
	GRAINGER	DRINK MIX, ASSORTED FLAVORS	MAINT OF GENL PLANT	544.68
163651	GREENHAUS PORTABLE	PORTABLE RESTROOM	RECREATION SERVICES	140.00
	GREENHAUS PORTABLE	PORTABLE RESTROOM	RECREATION SERVICES	420.00
163652	GREENSHIELDS INDS	WORM GEAR HOSE CLAMPS	ROADSIDE VEGETATION	76.38
	GREENSHIELDS INDS	RAKE MAG	STORM DRAINAGE	164.74
	GREENSHIELDS INDS	WIRE ROPE, O-RING KIT	WASTE WATER TREATMENT	211.23
163653	GUERRERO, KAYLA	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
163654	HARBOR FREIGHT TOOLS	CUTTERS, JOIN PLIERS	METER READING	253.75

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163655	HAVELLANA, JEREMY	DOT PHYSICAL CDL	UTIL ADMIN	125.00
163656	HD FOWLER COMPANY	BRASS IMPORT	WATER DIST MAINS	52.49
	HD FOWLER COMPANY	CEMENT, PVC ADAPTER	PARK & RECREATION FAC	60.71
	HD FOWLER COMPANY	RUBBER BASKET, NUTS AND BOLTS	WATER DIST MAINS	66.12
	HD FOWLER COMPANY	MISC. SUPPLIES	WATER DIST MAINS	262.69
	HD FOWLER COMPANY	QUICK JOINT, SEAL TAPE	WATER SERVICE INSTALL	283.01
	HD FOWLER COMPANY	MISC. SUPPLIES	WATER SERVICE INSTALL	1,407.82
	HD FOWLER COMPANY	BATTERY CONTROLLER, COUPLING	PARK & RECREATION FAC	1,590.00
163657	HERC RENTALS INC	BOOM ARTICULATED RENTAL	CAPITAL EXPENDITURES	1,032.98
	HERC RENTALS INC	EXCAVATOR, BREAKER RENTAL	CAPITAL EXPENDITURES	6,237.99
	HERC RENTALS INC	EXCAVATOR, BUCKET RENTAL	CAPITAL EXPENDITURES	6,720.44
163658	HOME DEPOT USA	SHERLOCK EXTENSION POLE	ER&R	53.95
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	249.63
	HOME DEPOT USA		CUSTODIAL SERVICES	597.01
163659	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	125.00
163660	ICONIX WATERWORKS	CORPSTOP FOR WATER SERVICE	WATER SERVICE INSTALL	767.54
163661	IMAGE GARDEN, LLC	POSTCARD MAILERS	RECREATION SERVICES	4,491.08
	IMAGE GARDEN, LLC		RECREATION SERVICES	4,933.90
163662	INFORMATION SERVICES	ANNUAL TECHNOLOGY, GIS SERVICE	COMPUTER SERVICES	2,520.00
	INFORMATION SERVICES		GIS SERVICES IS	4,882.50
163663	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	26.16
	J2 CLOUD SERVICES		LEGAL-GENL	26.16
	J2 CLOUD SERVICES		WATER DIST MAINS	52.31
	J2 CLOUD SERVICES		UTILITY BILLING	52.31
	J2 CLOUD SERVICES		CITY CLERK	52.31
	J2 CLOUD SERVICES		COMMUNITY	52.31
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	52.31
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	52.31
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	52.31
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	52.31
	J2 CLOUD SERVICES		RECREATION SERVICES	52.31
	J2 CLOUD SERVICES		POLICE INVESTIGATION	52.31
	J2 CLOUD SERVICES		MUNICIPAL COURTS	52.31
	J2 CLOUD SERVICES		DETENTION & CORRECTION	52.31
	J2 CLOUD SERVICES		PROBATION	52.31
	J2 CLOUD SERVICES		FINANCE-GENL	52.31
	J2 CLOUD SERVICES		UTIL ADMIN	52.31
	J2 CLOUD SERVICES		ENGR-GENL	52.31
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	52.31
	J2 CLOUD SERVICES		COMPUTER SERVICES	52.33
	J2 CLOUD SERVICES		OFFICE OPERATIONS	104.62
	J2 CLOUD SERVICES		MUNICIPAL COURTS	156.93
163664	KITSAP TRACTOR	SIP ASSEMBLY KIT	SMALL ENGINE SHOP	339.63
163665	KKXA 1520	ADVERTISING	OPERA HOUSE	200.00
163666	KONECRANES, INC.	OCT 2022 INSPECTION	SEWER LIFT STATION	2,018.43
163667	KRIEWALD, KATE	REFUND - SEWING 100	PARKS-RECREATION	50.00
	KRIEWALD, KATE		PARKS-RECREATION	50.00
163668	LASTING IMPRESSIONS	CADET SHIRTS	YOUTH SERVICES	303.07
163669	LOOMIS	ARMORED TRUCK SERVICE	MUNICIPAL COURTS	85.32
	LOOMIS		POLICE ADMINISTRATION	85.33
	LOOMIS		COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS		GOLF ADMINISTRATION	227.54
163670	LOWES HIW INC	WHEELBARROW	PARK & RECREATION FAC	928.55

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163671	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE	GMA-PARKS	10,290.72
163672	MARYFEST	REFUND PERMIT CHARGE	GENERAL FUND	250.00
163673	MARYSVILLE AWARDS	PADFOLIOS	POLICE ADMINISTRATION	630.23
163674	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	353,841.44
163675	MATERIALS TESTING &	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	1,987.50
163676	MC CLURE & SONS INC	PAY ESTIMATE #14	SURFACE WATER CAPITAL	462,251.00
163677	MCDONALD, ANGELA	WELLNESS PRIZES	MEDICAL CLAIMS	119.97
163678	MCKETTA, TOSH	ESRI USER CONFERENCE	GIS SERVICES IS	392.20
163679	MENDOZA, TERESA TINA	INSTRUCTOR SERVICE	RECREATION SERVICES	228.00
163680	MILLIGAN, BRYAN	EXPENSE REIMBURSEMENT	CAPITAL EXPENDITURES	326.00
163681	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	0.48
	MOUNTAIN MIST		WASTE WATER TREATMENT	0.49
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	0.49
163682	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	235.20
163683	NAPA AUTO PARTS	STEERING WHEEL COVER	METER READING	6.56
163684	NELSON, JENNY	REFUND - SOUL NUTRITION	PARKS-RECREATION	48.00
163685	NEW RESTORATION	STORMWATER MAINTENANCE	STORM DRAINAGE	22,900.00
163686	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	979.53
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,347.25
163687	NW ASSESSMENT SERVICE	WELLNESS SERVICE/LODGING	POLICE ADMINISTRATION	1,278.13
163688	OATES, DEREK	PISTOL MOUNTED INSTRUCTOR CLASS	POLICE TRAINING-FIREARMS	259.00
163689	ODP BUSINESS SOLUTIONS	FOLDERS	PERSONNEL ADMINISTRATION	67.78
	ODP BUSINESS SOLUTIONS	SUPPLIES	POLICE PATROL	75.37
163690	OTAK	PROFESSIONAL SERVICE	GMA - STREET	2,990.00
163691	PACIFIC POWER BATTER	CORE CHARGE FOR SLA BATTERIES	WASTE WATER TREATMENT	46.97
163692	PAPE MACHINERY	CUSHION KIT	SMALL ENGINE SHOP	143.05
	PAPE MACHINERY	BLADE, WHEEL KIT	SMALL ENGINE SHOP	195.68
	PAPE MACHINERY	CUSHION	SMALL ENGINE SHOP	362.50
163693	PARTNER CONST PROD	MELTER RENTAL	ROADWAY MAINTENANCE	6,864.85
	PARTNER CONST PROD	CRACK SEAL	ROADWAY MAINTENANCE	10,037.93
163694	PERTEET ENGINEERING	ENVIRONMENTAL STUDIES	CAPITAL EXPENDITURES	42,240.91
163695	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	PRO-SHOP	90.00
	PGC INTERBAY LLC		PRO-SHOP	115.63
	PGC INTERBAY LLC		PRO-SHOP	163.02
	PGC INTERBAY LLC		MAINTENANCE	292.60
	PGC INTERBAY LLC		PRO-SHOP	491.25
	PGC INTERBAY LLC		GOLF ADMINISTRATION	612.09
	PGC INTERBAY LLC		PRO-SHOP	898.00
	PGC INTERBAY LLC		MAINTENANCE	1,004.22
	PGC INTERBAY LLC		PRO-SHOP	1,030.00
	PGC INTERBAY LLC		PRO-SHOP	1,043.01
	PGC INTERBAY LLC		MAINTENANCE	1,096.41
	PGC INTERBAY LLC		MAINTENANCE	1,138.31
	PGC INTERBAY LLC		MAINTENANCE	2,837.84
	PGC INTERBAY LLC		GOLF COURSE	4,822.57
	PGC INTERBAY LLC		MAINTENANCE	6,841.40
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	PRO-SHOP	12,585.67
	PGC INTERBAY LLC		MAINTENANCE	16,225.82
163696	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	24,253.39
163697	PLATT ELECTRIC	HUB, CONDUIT, RODS, WIRE	CAPITAL EXPENDITURES	36.53
	PLATT ELECTRIC	BREAKERS	ROADWAY MAINTENANCE	46.79
	PLATT ELECTRIC	HUB, CONDUIT, RODS, WIRE	CAPITAL EXPENDITURES	151.29
	PLATT ELECTRIC	CONDUIT FITTINGS	CAPITAL EXPENDITURES	208.30
	PLATT ELECTRIC	OUTLETS, CORDS, CAPS	ROADWAY MAINTENANCE	284.28

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163697	PLATT ELECTRIC	HUB, CONDIT, RODS, WIRE	CAPITAL EXPENDITURES	291.93
	PLATT ELECTRIC	HUB, CONDUIT, RODS, WIRE	CAPITAL EXPENDITURES	355.83
	PLATT ELECTRIC	INTRUSION ALARM SWITCH	WATER RESERVOIRS	454.26
163698	POTTS, JASON	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	79.01
163699	PUBLIC SAFETY TESTING	ADDITIONAL POLICE TESTING	POLICE PATROL	286.00
163700	PUD	ACCT #201142098	PARK & RECREATION FAC	8.70
	PUD	ACCT #201346665	SEWER LIFT STATION	23.63
	PUD	ACCT #202461026	MAINT OF GENL PLANT	23.63
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	25.20
	PUD	ACCT #205481823	GOLF ADMINISTRATION	25.20
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	25.99
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	25.99
	PUD	ACCT #205195373	PARK & RECREATION FAC	26.77
	PUD	ACCT #200973956	SEWER LIFT STATION	28.20
	PUD	ACCT #220681340	STORM DRAINAGE	29.27
	PUD	ACCT #200501617	TRANSPORTATION	34.91
	PUD	ACCT #204829691	STREET LIGHTING	44.53
	PUD	ACCT #202794657	TRANSPORTATION	47.61
	PUD	ACCT #202011813	PUMPING PLANT	50.25
	PUD	ACCT #202294245	SEWER LIFT STATION	52.27
	PUD	ACCT #203199732	TRANSPORTATION	55.48
	PUD	ACCT #200660439	STREET LIGHTING	56.41
	PUD	ACCT #203500020	STREET LIGHTING	59.49
	PUD	ACCT #222664310	TRANSPORTATION	60.28
	PUD	ACCT #200448801	TRANSPORTATION	60.65
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	61.35
	PUD	ACCT #223514563	TRANSPORTATION	63.60
	PUD	ACCT #223764663	SEWER LIFT STATION	63.84
	PUD	ACCT #202288585	TRANSPORTATION	64.58
	PUD	ACCT #201628880	WASTE WATER TREATMENT	65.73
	PUD	ACCT #203996343	STREET LIGHTING	67.50
	PUD	ACCT # 222772634	TRANSPORTATION	68.63
	PUD	ACCT #202303301	SEWER LIFT STATION	70.86
	PUD	ACCT #222664740	TRANSPORTATION	71.65
	PUD	ACCT #221610405	STREET LIGHTING	77.16
	PUD	ACCT #223013277	AFFORDABLE HOUSING	81.11
	PUD	ACCT #202524690	PUMPING PLANT	82.98
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	92.78
	PUD	ACCT #221115934	MAINT OF GENL PLANT	96.59
	PUD	ACCT #222663973	TRANSPORTATION	97.24
	PUD	ACCT #203291216	GENERAL	111.19
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	112.21
	PUD	ACCT #201909637	SEWER LIFT STATION	120.18
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	146.70
	PUD	ACCT #223735101	STREET LIGHTING	148.98
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	150.08
	PUD	ACCT #220020531	STREET LIGHTING	153.19
	PUD	ACCT #222025900	PUMPING PLANT	191.66
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	206.86
	PUD	ACCT #220824148	WASTE WATER TREATMENT	411.31
	PUD	ACCT #201675634	WASTE WATER TREATMENT	424.80
	PUD	ACCT #202177333	MAINT OF GENL PLANT	689.60
	PUD	ACCT #201587284	WASTE WATER TREATMENT	756.73
	PUD	ACCT #201617479	CITY HALL	832.55
	PUD	ACCT #201639689	MAINT OF GENL PLANT	862.57

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	PUD	ACCT #200021871	COURT FACILITIES	914.59
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,026.65
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,945.17
	PUD	ACCT #201420635	WASTE WATER TREATMENT	8,597.28
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,246.09
	PUD	ACCT #201721180	WASTE WATER TREATMENT	18,637.27
163701	PUGET SOUND SECURITY	DUPLICATE KEYS	PARK & RECREATION FAC	86.43
163702	RACO MANUFACTURING	RENEWAL CLOUD BASED ALARM	SEWER LIFT STATION	492.30
163703	RAILROAD MANAGEMENT	LICENSE FEE	UTIL ADMIN	344.67
163704	RETIREMENT SYSTEMS	MEMBER'S OPTION BILL	PERSONNEL ADMINISTRATION	6,007.24
163705	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	1,295.86
163706	RICKEY, MAGEN	REFUND - MINI CAMP	PARKS-RECREATION	49.00
163707	ROSENBLATT, ELI	2023 SOUNDS OF SUMMER CONCERT	RECREATION SERVICES	700.00
163708	SCORE	EMERGENCY INMATE TRANSPORT	DETENTION & CORRECTION	412.50
163709	SECURITY SOLUTIONS	TRIP/LABOR CHARGES	CIVIC CENTER	1,208.87
	SECURITY SOLUTIONS	ANNUAL SAFETY/EXTINGUISHER CONTRACT	CIVIC CENTER	8,705.00
163710	SHI INTERNATIONAL	ADOBE PRO	COMPUTER SERVICES	85.86
	SHI INTERNATIONAL	LICENSING	COMPUTER SERVICES	30,384.25
163711	SISKUN POWER EQUIPMENT	LEVER LOCK	SMALL ENGINE SHOP	8.19
	SISKUN POWER EQUIPMENT	ROTARY BLADE, AIR CLEANER	SMALL ENGINE SHOP	47.90
	SISKUN POWER EQUIPMENT	ELASTOSTRAT ASSEMBLY	SMALL ENGINE SHOP	83.21
	SISKUN POWER EQUIPMENT	MISC. SUPPLIES	SMALL ENGINE SHOP	115.62
	SISKUN POWER EQUIPMENT	WALK BEHIND MOWER	PARK & RECREATION FAC	1,426.50
163712	SKAGIT HOSPITAL	INMATE EMERGENCY CARE	DETENTION & CORRECTION	639.00
163713	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE PATROL	325.02
163714	SNO CO PUBLIC WORKS	SOLID WASTE/STREET SWEEPING DISPOSAL	ROADSIDE VEGETATION	16.00
	SNO CO PUBLIC WORKS		WASTE WATER TREATMENT	249.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	252,519.00
163715	SONITROL	FIRE MONITORING JUNE 2023	COMMUNITY CENTER	91.42
163716	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	611.56
	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	669.00
163717	SPRAGUE PEST SOLUTIONS	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	92.99
163718	SPRINGBROOK NURSERY	DISPOSAL OF BRANCHES	STORM DRAINAGE	108.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	180.00
163719	STANWOOD CAMANO NEWS	ADVERTISING	OPERA HOUSE	980.00
163720	STAPLES	TONER CARTRIDGE	PURCHASING/CENTRAL	197.03
163721	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	344.50
163722	STRICKLAND, JAMES	REIMBURSEMENT CLEANING SUPPLIES	DETENTION & CORRECTION	39.26
163723	SWINDOLL, DEREK	REFUND WEDDING DEPOSIT	GENERAL FUND	500.00
163724	THRIVELUTION INC	WASPC FUNDS	POLICE ADMINISTRATION	5,000.00
	THRIVELUTION INC		POLICE ADMINISTRATION	7,992.00
163725	THYSSENKRUPP ELEVATOR	MCC LABOR REPAIRS	CIVIC CENTER	320.00
163726	TOWERS, LORRIE	JUDICIAL CONFERENCE	MUNICIPAL COURTS	111.00
	TOWERS, LORRIE	TRAVEL REIMBURSEMENT	MUNICIPAL COURTS	766.49
163727	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	113.47
163728	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	121.72
163729	UNITED TANK SOLUTION	DISPOSAL OF AN OIL TANK	CAPITAL EXPENDITURES	2,195.25
163730	USA BLUEBOOK	TEST TUBES	WASTE WATER TREATMENT	354.46
	USA BLUEBOOK	TEST TUBES, BUFFER PILLOWS, STRAINER	WASTE WATER TREATMENT	598.97
	USA BLUEBOOK	HARNESS, RINGS	WATER RESERVOIRS	1,952.53
	USA BLUEBOOK	CHLORINE ANALYZER	WATER FILTRATION PLANT	9,494.83
163731	WA AUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	STORM DRAINAGE	84.86
	WA AUDIOLOGY SRVCS		SOLID WASTE OPERATIONS	84.86
	WA AUDIOLOGY SRVCS		UTIL ADMIN	84.86

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2023 TO 6/21/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163731	WA AUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	WATER SERVICES	84.86
	WA AUDIOLOGY SRVCS		DEVELOPMENT SERVICES	84.86
	WA AUDIOLOGY SRVCS		PARK & RECREATION FAC	169.72
	WA AUDIOLOGY SRVCS		GENERAL	254.55
	WA AUDIOLOGY SRVCS		WATER SERVICES	254.58
	WA AUDIOLOGY SRVCS		COMMUNITY	509.10
163732	WATERSHED, INC	UNIFORM SUPPLIES	POLICE PATROL	1,762.64
163733	WAXIE SANITARY SUPPLY	TRASH BAGS/TOWELS	PARK & RECREATION FAC	2,110.06
163734	WEST PBJ LLC	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
163735	WESTERN EQUIPMENT	BLADE SERVICE	SMALL ENGINE SHOP	1,108.80
163736	WET RABBIT EXPRESS	CAR WASHES MAY 2023	POLICE PATROL	446.40
163737	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	917.12
163738	WILBUR-ELLIS	STOCK PESTICIDE	ROADSIDE VEGETATION	1,721.09
163739	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	158.09
163740	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	28.72
	ZIPLY FIBER		MUNICIPAL COURTS	114.92
163741	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	38.26
	ZIPLY FIBER		RECREATION SERVICES	38.26
163742	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	116.76
	ZIPLY FIBER		SUNNYSIDE FILTRATION	131.68
163743	ZIPLY FIBER	ACCT #3606594037	CITY HALL	102.35

WARRANT TOTAL: 1,886,012.85

LETTIE HYLARIDES	CHECK LOST/DAMAGED	VOID	145606	\$237.50
SPIRIT HALLOWEEN SUPERSTORES	INITIATOR ERROR	VOID	163574	\$2,260.98

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,883,514.37



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Bid Award

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - 80th St NE Non-Motorized Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to award and execute the contract for the 80th Street NE Non-Motorized Project with Reece Construction Company in the amount of \$899,816.00 and approve a management reserve of \$89,981.60 for a total allocation of \$989,797.60.

SUMMARY:

The 80th St NE Non-Motorized project will include installation of curb, gutter, concrete sidewalk, curb ramps to meet ADA standards, 2300 Tons of HMA, a 2-inch asphalt overlay, walls, drainage improvements, utility work, channelization, and other miscellaneous work.

These aforementioned improvements will be constructed on 80th St NE between State Avenue and 51st Ave NE.

Work taking place on 80th St NE from State Ave to 47th Ave NE includes modifying the pavement markings to include two travel lanes, a center turn lane and bicycle lanes, thereby eliminating on-street parking.

Work taking place on 80th St NE from 47th Ave NE to 51st Ave NE includes road widening, constructing complete sidewalks along the south side, and adding bicycle lanes.

The project was advertised for a June 21, 2023 bid opening. The City received 7 bids as shown on the attached bid tabulation. The apparent low bidder was Reece Construction Company at \$899,816.00. The engineer's estimate was \$988,961.27. References have been checked and found to be satisfactory. Staff therefore recommends award to the apparent low bidder, Reece Construction Company, in the amount of \$899,816.00. Staff also recommends that Council authorize a \$89,981.60 Management Reserve, which would allow the City to react quickly in managing unanticipated changes that may arise during construction.

Contract Bid:

\$899,816.00

Management Reserve:

\$89,981.60

Total Construction Allocation:

\$989,797.60

WSDOT Ped and Bike Grant:

Total Cost to the City:

\$491,545.60

ATTACHMENTS:

[Certified Bid Tabulation_80th St NE Non-Motorized.pdf](#)

[Contract_80th St NE Non-Motorized.pdf](#)

APPARENT LOW BID

Table with columns: ITEM NO., ITEM, QUANTITY, UNIT, and bid amounts for various contractors: Engineer's Estimate, HM Pacific Northwest, Marshbank, SRV, Reece, Taylor's Excavators, Granite, Kamins.

APPARENT LOW BID



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (Highlighted entries denote math corrections made.)



PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Reece Construction Company, a Corporation, organized under the laws of the State of Washington, located and doing business at 1607 114TH ST NE Tulalip WA 98271-9404, (the “Contractor”).

WITNESSETH:

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

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

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

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

80th St NE Non-Motorized, R1801

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2023 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial Completion shall be achieved within Sixty (60) working days of the effective date of the Notice to Proceed. Physical Completion shall be achieved within Twenty (20) working days from issuance of Substantial Completion. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Eight Hundred and Ninety Nine Thousand Eight Hundred and Sixteen Dollars and Zero Cents (\$899,816.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 21, 2023. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

VI. CONTRACT ADMINISTRATION.

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

<u>Contractor:</u> _____ _____ _____ _____	<u>City:</u> City of Marysville Public Works – Attn: _____ 80 Columbia Ave Marysville, WA 98270
--------------------------------------------------------	-------------------------------------------------------------------------------------------------------------

VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

REECE CONSTRUCTION COMPANY

By: _____

(Name)

Its: _____

(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Public Works Director Jeff Laycock, Public Works

ITEM TYPE: Public Hearing

AGENDA SECTION: **Public Hearings**

SUBJECT: Six-Year Transportation Improvement Program (TIP) Update

SUGGESTED ACTION:

Recommended Motion: I move to approve **Resolution _____** adopting a Six-Year Transportation Improvement Program (2024-2029) for the City of Marysville.

SUMMARY: A staff presentation will be provided, followed by a public hearing to receive public comment on the proposed Six-Year Transportation Improvement Program (TIP) for the years 2024 – 2029

The TIP, once implemented, will advance the City’s ongoing efforts to improve the efficiency and safety of the roadway system for both vehicular and multi-modal uses.

In addition to City revenues, the TIP also relies on grants and support from other agencies. Consistent with past practice, Public Works staff will continue to a pursue grant funding for many projects within the program.

-
- ATTACHMENTS:**
- [2024 - 2029 TIP](#)
 - [2024 - 2029 TIP Narrative](#)
 - [2024 - 2029 TIP Map](#)
 - [Notice of Public Hearing Form](#)
 - [Resolution - 6 Year TIP 2024-2029](#)

CITY OF MARYSVILLE

2024 - 2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
(Thousands of Dollars)

Adopted Resolution No. To be Determined

Table with columns for Project No., Location, Project Name and Description, 2024-2029 Oblig & Phase, and 6 Year Summary. Rows include Non-Motorized Projects (e.g., Bee Waterfront Trail, Bayview Trail) and Traffic Safety / Intersection Improvements (e.g., 2023 City Safety Program, 53rd Ave NE / Sunnyside Blvd).

CITY OF MARYSVILLE

2024 - 2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
(Thousands of Dollars)

Adopted Resolution No. To be Determined

FY/NO.	LOCATION	PROJECT NAME AND DESCRIPTION	FEST/OTHER PHASE	IMPROVEMENT CATEGORY	2024				2025				2026				2027-2029				6 YEAR SUMMARY							
					2024 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2025 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2026 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2027-2029 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS	OTHER FUNDS	6 YR. PROJECT COST					
46	CITY	156TH ST NE ROUTE IMPROVEMENTS (SMOKEY POINT BLVD AND TWIN LAKES BLVD) IMPROVE I-5 OVERCROSSING ACCESS	16	5	CGPSTW															520		520		520		520		
NEW ALIGNMENT PROJECTS																												
4,325 250 4,075 6,575 1,000 5,575 14,125 0 14,125 39,175 0 39,175 1,250 62,950 64,200																												
47	CITY	156TH ST NE: SMOKEY POINT BLVD TO 51ST AVE NE NEW 5 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES. INCLUDES WIDENING FROM SMOKEY PT BLVD TO HAYH0 CREEK.	17	1	CGPSTW	2,250	250	GMA-ST		2,000	1,000	GMA-ST		7,000		GMA-ST		12,500						1,250	22,500	23,750		
						PE, RW	1,000	STP	ALL		1,000	UNFUNDED	ALL		1,000	UNFUNDED	ALL								2,500	UNFUNDED		
							1,000	DEVELOPER			1,000	DEVELOPER			6,000	DEVELOPER									10,000	DEVELOPER		
48	CITY	160TH ST NE: SMOKEY POINT BLVD TO 51ST AVE NE NEW 3 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	00	1	CGPSTW	2,000		GMA-ST		3,500		GMA-ST		3,500		GMA-ST		7,000						0	16,000	16,000		
						ALL	1,000	UNFUNDED	ALL		1,000	UNFUNDED	ALL		1,000	UNFUNDED	ALL								1,000	UNFUNDED		
							1,000	DEVELOPER			2,500	DEVELOPER			2,500	DEVELOPER										6,000	DEVELOPER	
49	CITY	23RD AVE NE / 169TH ST NE NEW 3 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	00	1.4	CGPSTW					1,000		GMA-ST		1,500		GMA-ST							0	2,500	2,500			
										ALL	1,000	DEVELOPER		ALL	1,500	DEVELOPER												
50	CITY	39TH ST NE: INTERSECTION OF SR 9 AND SR 92 TO 87TH AVE NE NEW 4/5 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	16	1	CGPSTW									550		GMA-ST		4,000					0	4,550	4,550			
														PER/RW	550	DEVELOPER	ALL								4,000	DEVELOPER		
51	CITY	40TH ST NE: 83RD AVE NE TO 87TH AVE NE NEW 4/5 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	16	1	CGPSTW									1,500		GMA-ST		1,650					0	3,150	3,150			
														PER/RW	1,500	DEVELOPER	ALL								1,650	DEVELOPER		
52	CITY	167H AVE NE EXTENSION: 156TH ST NE TO 172ND ST NE NEW 2.3 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	14	1.4	CGPSTW													11,800					0	11,800	11,800			
																		ALL							11,800	DEVELOPER		
53	CITY	87TH AVE NE: 84TH ST NE TO 98TH ST NE NEW 2/3 LANE ROADWAY INCLUDING PEDESTRIAN FACILITIES.	00	1	CGPSTW													2,000					0	2,000	2,000			
																		ALL							2,000	DEVELOPER		
54	CITY	ARTERIAL IMPROVEMENTS FOR TRANSP0 COMP PLAN CREDIT TRAFFIC MT. FEES FOR ARTERIAL CONNECTIONS	16,17	1	CPT	75		GMA-ST		75		GMA-ST		75		GMA-ST		225					0	450	450			
						CN	75	UNFUNDED	CN	75	UNFUNDED	CN	75	UNFUNDED	CN	75	UNFUNDED	CN	225	UNFUNDED	CN	225	UNFUNDED					
BRIDGES																												
3,000 1,000 2,000 3,000 0 3,000 4,500 0 4,500 38,500 0 38,500 1,000 48,000 49,000																												
55	CITY	GROVE STREET OVERCROSSING CONSTRUCT AN OVERCROSSING AT THE BNSF RAILROAD INTERSECTION WITH GROVE STREET FROM STATE AVENUE TO CEDAR AVENUE.	17	8	CGPSTW	2,000	500	GMA-ST		2,500		GMA-ST		4,000		GMA-ST		19,000					500	27,000	27,500			
						PE	1,500	WSDOT	PER/RW	2,500	WSDOT	ALL	4,000	WSDOT	ALL		19,000	UNFUNDED										
56	CITY	156TH ST NE OVERCROSSING CONSTRUCT AN OVERCROSSING AT THE BNSF RAILROAD INTERSECTION WITH 156TH ST NE	17	8	CGPSTW	1,000	500	GMA-ST		500		GMA-ST		500		GMA-ST		19,500					500	21,000	21,500			
						PE	500	WSDOT	PE	500	UNFUNDED	RW	500	UNFUNDED	CN	19,500	UNFUNDED											
PAVEMENT PRESERVATION																												
2,177 85 2,092 883 333 550 0 0 0 0 0 0 0 419 2,442 3,060																												
57	CITY	ANNUAL PAVEMENT PRESERVATION PROGRAM MISCELLANEOUS LOCATIONS DETERMINED BY PAVEMENT CONDITION	7		CGPSTW	2,092		GMA-ST		0		GMA-ST		0		GMA-ST		0					0	2,092	2,092			
						ALL	2,092	TBD	ALL			ALL				ALL												
58	CITY	87TH AVE NE OVERLAY PAVEMENT OVERLAY ON 87TH AVE NE FROM GROVE ST TO 98TH ST NE	7		CGPSTW	85	85	GMA-ST		883	333	GMA-ST											418	550	968			
						PE			ALL		550	STP																
JOINT AGENCY PROJECTS																												
106,818 297 106,621 30,368 500 29,868 15,935 1,339 14,597 54,000 5,000 49,000 7,136 200,084 207,220																												
59	CITY	88TH ST NE: STATE AVE TO 67TH AVE NE WIDEN TO A 3 LANE ROADWAY SECTION PLUS RIGHT/THRU LANE AT STATE AVENUE. IMPROVEMENTS BY INTERLOCAL AGREEMENT	14	4	CGPSTW	1,282	250	GMA-ST		1,800	500	GMA-ST		11,936	1,339	GMA-ST		30,000	5,000				7,089	38,929	47,018			
	COUNTY					PE/RW		500 COUNTY STP	PER/RW		500 COUNTY STP	ALL			10,000 UNFUNDED	ALL												
							532	STP		800	STP				2,597	STP												
60	WSDOT	I-5 HOV LANE EXTENSION AND 1829 INTERCHANGE IMPROVEMENTS CONSTRUCT NB HOV LANE EXTENSION FROM MARINE VIEW DR TO SR 529 AND INTERCHANGE IMPROVEMENTS AT I-5 AND SR 529	11,14	1.4	P	65,595	47	GMA-ST		13,217		GMA-ST											47	78,765	78,812			
						ALL	65,548	WSDOT	ALL	13,217	WSDOT																	
61	WSDOT	I-5 AND 47H/ 88TH INTERCHANGE IMPROVEMENTS TRILALP COMPLETE INTERCHANGE IMPROVEMENTS (TULALIP TRIBE SPONSORED PROJECT)	11,14	4	CGPSTW	39,041		GMA-ST		14,349		GMA-ST											0	53,390	53,390			
						ALL	39,041	WSDOT	ALL	14,349	WSDOT																	
62	CITY	168TH ST NE INTERCHANGE COMPLETE INTERCHANGE IMPROVEMENTS TO THE EXISTING OVERCROSSING	11,14	3.9	PT					1,000		GMA-ST		2,000		GMA-ST		13,000					0	16,000	16,000			
						PE			ALL	1,000	WSDOT	ALL	2,000	WSDOT	ALL		13,000	UNFUNDED										
63	CITY	152ND ST NE: 51ST AVE NE TO 67TH AVE NE WIDEN TO A 3 LANE ROADWAY SECTION WITH IMPROVEMENTS AT ARTERIAL INTERSECTIONS	16	4	CGPSTW	1,000		GMA-ST										11,000					0	12,000	12,000			
	COUNTY					ALL	1,000	DEVELOPER	ALL			ALL					11,000	UNFUNDED										
DEBT SERVICE																												
1,464 1,464 0 1,467 1,467 0 1,461 1,461 0 3,273 3,273 0 7,665 0 7,665																												
64	CITY	LIMITED BOND FOR STREET CONSTRUCTION PROJECTS	N/A	N/A		558	558	GMA-ST		562	562	GMA-ST		557	557	GMA-ST		556	556				2,233	0	2,233			
65	CITY	FIRST STREET BYPASS DEBT SERVICE	N/A	N/A		905	905	GMA-ST		905	905	GMA-ST		904	904	GMA-ST		2,717	2,717				5,432	0	5,432			
SUMMARY																												
		STATE, FEDERAL, OTHER AND UNFUNDED FUNDS.																										
	DEVELOPER	DEVELOPER					5,350	DEVELOPER			7,850	DEVELOPER			18,550	DEVELOPER			73,113	DEVELOPER					104,883	DEVELOPER		
	WSDOT	WASH. ST. DEPT OF TRANSPORTATION					106,589	WSDOT			31,066	WSDOT			6,000	WSDOT			13,000	WSDOT					156,655	WSDOT		

CITY OF MARYSVILLE 2024 - 2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM Adopted Resolution No. To be Determined
 (Thousands of Dollars)

FY/PRJ. LOCATION	PROJECT NAME AND DESCRIPTION	TRANSPORTATION PLANS	IMPROVEMENT UTILITY PHASES	2024			2025			2026			2027-2029			6 YEAR SUMMARY										
				2024 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2025 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2026 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2027-2029 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS	OTHER FUNDS	6 YR. PROJECT COST				
UNFUNDED	CITY UNDETERMINED					3,275		UNFUNDED				6,083		UNFUNDED			30,121	UNFUNDED			140,745	UNFUNDED			180,224	UNFUNDED
COUNTY	SNODHOMSH COUNTY					500		COUNTY				500		COUNTY			0	COUNTY			0	COUNTY			1,000	COUNTY
TBD	TRANSPORTATION BENEFIT DISTRICT					2,617		TBD				0		TBD			0	TBD			0	TBD			2,617	TBD
CT	COMMUNITY TRANSIT					0		CT				0		CT			0	CT			0	CT			0	CT
TIB	TRANSPORTATION IMPROVEMENT BOARD					2,320		TIB				0		TIB			0	TIB			0	TIB			2,320	TIB
STP	SURFACE TRANSPORTATION PROGRAM					1,532		STP				1,350		STP			2,597	STP			0	STP			5,479	STP
CMAQ	CONGESTION MITIGATION AIR QUALITY					895		CMAQ				0		CMAQ			0	CMAQ			0	CMAQ			895	CMAQ
HSP	HIGHWAY SAFETY IMPROVEMENT PROGRAM					705		HSP				0		HSP			0	HSP			0	HSP			705	HSP
PED-BIKE	PEDESTRIAN AND BICYCLE PROGRAM					0		PED-BIKE				0		PED-BIKE			0	PED-BIKE			0	PED-BIKE			0	PED-BIKE
SRTS	SAFE ROUTES TO SCHOOL					1,303		SRTS				899		SRTS			0	SRTS			454	SRTS			2,656	SRTS
TIGER	TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVER					0		BUILD				0		BUILD			0	BUILD			0	BUILD			0	BUILD
FMSB	FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD					0		FMSB				0		FMSB			0	FMSB			0	FMSB			0	FMSB
CDBG	COMMUNITY DEVELOPMENT BLOCK GRANT					0		CDBG				0		CDBG			0	CDBG			0	CDBG			0	CDBG
DOC	DEPARTMENT OF COMMERCE					30		DOC				1,000		DOC			0	DOC			0	DOC			1,030	DOC
OTHER	BOND OR LOAN					0		OTHER				0		OTHER			0	OTHER			0	OTHER			0	OTHER
						125,116		SUB TOT				48,748		SUB TOT			57,268	SUB TOT			227,312	SUB TOT			458,444	SUB TOT
	CITY FUNDS:																									
ART-ST	ARTERIAL STREET FUND					0		ART-ST				0		ART-ST			0	ART-ST			0	ART-ST			0	ART-ST
GMA-ST	GROWTH MANAGEMENT STREET FUND DEMAND					3,800		GMA-ST				3,300		GMA-ST			3,300	GMA-ST			9,900	GMA-ST			20,300	GMA-ST
	PROJECTED GROWTH MANAGEMENT STREETS REVENUES					2,500		GMA-ST				2,000		GMA-ST			2,000	GMA-ST			6,000	GMA-ST			12,500	GMA-ST
TM	TRAFFIC MITIGATION					1,300		TM				1,300		TM			1,300	TM			3,900	TM			7,500	TM
	ANNUAL DEFICIT OR SURPLUS					0					0					0					0				0	
	ESTIMATED CARRYOVER SURPLUS OR DEFICIT FROM PREVIOUS YEAR					0					0					0					0				0	
	YEAR TO YEAR ESTIMATED ANNUAL SURPLUS OR DEFICIT					0					0					0					0				0	
						3,800		SUB TOT				3,300		SUB TOT			3,300	SUB TOT			9,900	SUB TOT			20,300	SUB TOT
						128,916		TOTAL				52,048		TOTAL			60,568	TOTAL			237,212	TOTAL			478,744	GRAND TOT



2024-2029 SIX YEAR TRANSPORTATION PROGRAM PROGRAM NARRATIVE

NON-MOTORIZED PROJECTS

ITEM NO. 1 EBEEY WATERFRONT TRAIL

Construct a multi-use trail associated with the Ebey Waterfront Park and Trail Master Plan. The final phase includes trail sections on 47th Ave NE from 1st Street to 61st St NE, 61st St NE from 1st Street to 53rd Ave NE, and on the new dike along the west side of the Qwuloolt Estuary.

ITEM NO. 2 MARYSVILLE TRAIL CONNECTOR

Extend the Bayview multi-use trail between 64th St NE (SR 528) and Soper Hill Rd, extending into the City of Lake Stevens.

ITEM NO. 3 SHOULTES ELEMENTARY SAFE ROUTES TO SCHOOL

Construct pedestrian facilities including curb, gutter, sidewalk and bicycle lanes along 51st Ave NE between 132nd St NE and 136th St NE as part of the Safe Routes to School Program.

ITEM NO. 4 CASCADE ELEMENTARY SAFE ROUTES TO SCHOOL

Construct pedestrian facilities including curb, gutter, sidewalk and bicycle lanes along 100th St NE from 52nd Dr NE to 55th Ave NE, 100th St NE from 51st Ave NE to Shoultes Rd, 51st Ave NE south of 100th St NE to 97th St NE, and 51st Ave NE from 101st Pl NE to 102nd Pl NE as part of the Safe Routes to School Program.

ITEM NO. 5 MARYSVILLE MIDDLE SCHOOL SAFE ROUTES TO SCHOOL

Construct a shared-use path on 49th Dr NE south of Grove Street to the school entrance.

ITEM NO. 6 83RD AVE NE PED AND BIKE IMPROVEMENTS

Construct pedestrian facilities including curb, gutter, sidewalk and bicycle lanes along 83rd Ave NE from 84th St NE to 82nd St NE as part of the Pedestrian and Bicycle Program.

ITEM NO. 7 51ST AVE NE: GROVE ST TO 84TH ST

Construct sidewalks on both sides of roadway and make provisions for bicycle lanes.

ITEM NO. 8 ARMAR ROAD: 47TH ST TO GROVE ST

Construct sidewalks on both sides of road.



ITEM NO. 9 ANNUAL SIDEWALK PROGRAM

Construct curb, gutter, sidewalk or shoulder improvements as identified in the Transportation Benefit District and/or Transportation Comprehensive Plan.



TRAFFIC SAFETY/INTERSECTION IMPROVEMENTS

ITEM NO. 10 2022 CITY SAFETY PROGRAM

Construct rectangular rapid flashing beacons (RRFBs) at various locations per the Highway Safety Improvement Program grant.

ITEM NO. 11 53RD AVE NE / SUNNYSIDE BLVD INTERSECTION

Construct a traffic signal at the intersection. Construct a multi-use trail on 53rd Ave NE from Sunnyside Blvd to 64th St NE (SR 528). Construction is partially funded by a Congestion Mitigation and Air Quality and Transportation Improvement Board grant.

ITEM NO. 12 52ND ST NE/67TH ST NE INTERSECTION

Construct a traffic signal at the intersection. Design is funded by a Congestion Mitigation and Air Quality grant.

ITEM NO. 13 51ST AVE NE / 152ND ST NE INTERSECTION

Construct a traffic signal at the intersection including improvements on 51st Ave NE and 152nd St NE.

ITEM NO. 14 SR 528 AND DELTA AVE PEDESTRIAN CROSSING

Construct a pedestrian crossing at the intersection.

ITEM NO. 15 71ST AVE NE / SOPER HILL RD / SUNNYSIDE BLVD

Improve offset intersection of 71st Ave NE, Soper Hill Rd and Sunnyside Blvd.

ITEM NO. 16 51ST AVE NE / 132ND ST NE INTERSECTION

Construct a traffic signal at the intersection including improvements on 51st Ave NE and 132nd St NE.

ITEM NO. 17 STATE AVE/76TH ST NE INTERSECTION

Replace complete signal at the intersection of State Ave. NE and 76th St. NE.

ITEM NO. 18 100TH ST NE/67TH AVE NE INTERSECTION

Construct a traffic signal at the intersection including improvements on 100th St NE and 67th Ave NE.

ITEM NO. 19 172ND ST NE / 19TH AVE NE ROUNDABOUT

Construct a multi-lane roundabout at the intersection of 172nd St NE and 19th Ave NE.

ITEM NO. 20 SR 528 / 76TH ST NE INTERSECTION

Construct a traffic signal at the intersection.



ITEM NO. 21 STATE AVENUE / SR 528 INTERSECTION

Change southeast and southwest radii as a condition of development of adjacent property to dedicate necessary right-of-way to make this improvement.

ITEM NO. 22 STATE AVENUE / 116TH ST NE INTERSECTION

Construct turn lane(s), modify traffic signal, add a second westbound thru lane and extend the eastbound right-turn lane.

ITEM NO. 23 SR 528 / 67TH ST NE INTERSECTION

Modify northwest corner of intersection for improved truck movement.

ITEM NO. 24 STATE AVENUE / 84TH ST NE INTERSECTION

Construct rail crossing and install a traffic signal. Close adjacent rail crossings. Project will be developer initiated and driven.

ITEM NO. 25 STATE AVENUE / 100TH ST / SHOULTES RD INTERSECTIONS

Construct intersection improvements to the two intersections as one project for better traffic flow.

ITEM NO. 26 172ND ST NE / 11TH AVE NE ROUNDABOUT

Construct a single lane roundabout at the intersection of 172nd St NE and 11th Ave NE.

ITEM NO. 27 QUIET ZONE

Establish a quiet zone, to remove the locomotive train horn, at all mainline railroad crossings within the City.

ITEM NO. 28 CITYWIDE INTERSECTION SAFETY IMPROVEMENTS PROGRAM

Design and construct various operational improvements at intersections to improve safety.

ITEM NO. 29 INTELLIGENT TRANSPORTATION SYSTEM

Implement Intelligent Transportation Systems Program to improve signal coordination and management, roadway monitoring and response, ITS device management, and data collection. System to include communications equipment, traffic signal equipment, video surveillance and monitoring, video detection, and satellite traffic management center.



WIDENING / LANE ADDITION PROJECTS

ITEM NO. 30 STATE AVENUE: 104TH STREET NE TO 116TH STREET NE
Widen from 3-lane to a 5-lane roadway with curb, gutter and sidewalk. The project is partially funded by the Transportation Improvement Board.

ITEM NO. 31 172ND ST NE: 27TH AVE NE TO 19TH AVE NE
Widen from 3-lane to a 4/5-lane roadway with pedestrian and bicycle facilities.

ITEM NO. 32 172ND ST NE: 19TH AVE NE TO 11TH AVE NE
Widen from 2-lanes to a 2/3-lane roadway with pedestrian and bicycle facilities.

ITEM NO. 33 51ST AVENUE NE: 152ND ST NE TO 160TH ST NE
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

ITEM NO. 34 83RD AVE NE: SR 528 TO 84TH ST NE
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

ITEM NO. 35 83RD AVE NE: SOPER HILL RD TO SR 528
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes. Includes improvements to the intersection at SR 528 and 84th St NE.

ITEM NO. 36 40TH ST NE: SUNNYSIDE BLVD TO 83RD AVE NE
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes. Includes new alignment north of King Lake. Construct missing segments.

ITEM NO. 37 172ND ST NE RAILROAD CROSSING IMPROVEMENTS
Widen to 2/3 lane roadway with pedestrian/bicycle facilities and railroad crossing improvements.

ITEM NO. 38 87TH AVE NE: 35TH ST NE TO 40TH ST NE
Widen from 2-lane to 4/5-lane roadway with multi-use path of 87th Ave NE. Intersection improvements at 35th St NE and 40th St NE as roundabouts.

ITEM NO. 39 87TH AVE NE: SOPER HILL RD TO 35TH ST NE
Widen from 2-lane to 3-lane roadway with multi-use path on each side of 87th Ave NE.

ITEM NO. 40 87TH AVE NE: 40TH ST NE TO SUNNYSIDE SCHOOL RD
Widen from 2-lane to 3-lane roadway with multi-use path on each side of 87th Ave NE.

ITEM NO. 41 SUNNYSIDE BOULEVARD: 47TH AVE NE TO 52ND ST NE
Widen from 2-lane to 5-lane roadway with curb, gutter and sidewalk, including bicycle lanes.



ITEM NO. 42 **51ST AVENUE NE: 160TH ST NE TO ARLINGTON CITY LIMITS**
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

ITEM NO. 43 **84TH ST NE: 83RD AVE NE TO SR 9**
Widen from 2-lane to 3-lane roadway with multi-use trail.

ITEM NO. 44 **88TH ST NE: 36TH AVE NE TO I-5**
Add westbound right-turn drop lane on 88th St NE from 36th Ave NE to I-5. Project, if needed, will be coordinated with future 88th St NE Interchange funded under the Connecting Washington program and sponsored by the Tulalip Tribes/WSDOT.

ITEM NO. 45 **152ND ST NE: SMOKEY POINT BLVD TO 47TH VIC.**
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

ITEM NO. 46 **156TH ST NE ROUTE IMPROVEMENTS: SMOKEY POINT BLVD AND TWIN LAKES BLVD)**
Improve I-5 overcrossing access by increasing turning radii, eliminating stop signs for primary travel pattern, signal modifications that reduce turning delays and sign as a bicycle route.



NEW ALIGNMENT PROJECTS

ITEM NO. 47 156TH STREET NE: SMOKEY POINT BLVD TO 51ST AVE NE
New 5-lane roadway including pedestrian and bicycle facilities. Includes widening from 3-lanes to 5-lanes between east of Smokey Pt Blvd and west of Hayho Creek; and conversion of north sidewalk to multi-use trail. The widening project is funded in part by a Surface Transportation Program grant.

ITEM NO. 48 160TH STREET NE: SMOKEY POINT BLVD TO 51ST AVE NE
New 3-lane roadway including pedestrian and bicycle facilities.

ITEM NO. 49 23RD AVE NE / 169TH ST NE
New 3-lane roadway including pedestrian and bicycle facilities. Includes connection to the roundabout at 172nd St NE and 23rd Ave NE and improvement at the roundabout to accommodate the fourth leg.

ITEM NO. 50 35TH ST NE: INTERSECTION OF SR 9 AND SR 92 TO 87TH AVE NE
New 4/5-lane roadway including pedestrian and bicycle facilities. Channelization and signal improvements at SR 9 and SR 92 required for fourth leg break in access. Connection of 35th St NE from SR9/SR92, 87th St NE from 35th St NE to 40th St NE, and 40th St NE from 87th Ave NE to 83rd Ave NE required before break in access can occur per Interlocal Agreement with WSDOT.

ITEM NO. 51 40TH ST NE: 83RD AVE NE TO 87TH AVE NE
New 4/5-lane roadway including multi-use trail on the south side and sidewalk on the north side. Traffic signal at intersection of 40th St NE and 83rd Ave NE.

ITEM NO. 52 19TH AVE EXTENSION FROM 156TH ST NE TO 172ND ST NE
New 3-lane roadway extension including pedestrian and bicycle facilities.

ITEM NO. 53 87TH AVE NE: 84TH ST NE TO 98TH ST NE
New 2/3-lane roadway extension including pedestrian facilities.

ITEM NO. 54 ARTERIAL IMPROVEMENTS FOR TRANSPORTATION COMPREHENSIVE PLAN
Credit select, applicable traffic mitigation fees for portions of arterial improvements that do not directly access private development land uses.



BRIDGES

ITEM NO. 55 GROVE STREET OVERCROSSING

New overcrossing at the BNSF mainline at Grove Street between Cedar Avenue and State Avenue. The project is partially funded with Move Ahead WA funds and Federal Community Project Funds.

ITEM NO. 56 156TH ST NE OVERCROSSING

New overcrossing at the BNSF railroad mainline at 156th St NE west of Interstate 5. The project is partially funded with Move Ahead WA funds.

PAVEMENT PRESERVATION

ITEM NO. 57 ANNUAL PAVEMENT PRESERVATION PROGRAM

Select locations for pavement preservation determined by pavement condition. The Transportation Benefit District expires in 2024.

ITEM NO. 58 67TH AVE NE OVERLAY

Pavement overlay on 67th Ave NE from Grove Street to 88th St NE. Construction is funded in part by a Surface Transportation Program grant.



JOINT AGENCY PROJECTS

ITEM NO. 59 88th STREET NE: STATE AVENUE TO 67TH AVE NE
Joint Snohomish County/Marysville project to widen the existing 2-lane road to a 3-lane roadway with curb, gutter and multi-use path on both sides of the street. Snohomish County’s contribution from the 2010 annexation. The project will be completed in phases. Phase 1 is from east of State Avenue to 55th Ave NE. Phase 2 is from 55th Ave NE to 67th Ave NE. The project is funded in part by a Surface Transportation Program grant.

ITEM NO. 60 I-5 HOV LANE EXTENSION AND SR 529 INTERCHANGE IMPROVEMENTS
Extend the HOV lane on NB I-5 from Marine View Dr to SR 529. Construct new northbound off-ramp from Interstate 5 to SR 529 and new southbound on-ramps from SR 529 to Interstate 5 completing a full interchange at this location. The project is funded under Connecting Washington/Move Ahead WA and WSDOT is the lead agency.

ITEM NO. 61 I-5 AND 4TH, 88TH I-5 INTERCHANGE IMPROVEMENTS
Interchange improvements. The project is funded under Connecting Washington program and is sponsored and led by the Tulalip Tribes.

ITEM NO. 62 156TH ST NE INTERCHANGE
Convert the overcrossing at 156th St NE and Interstate 5 to a full single point urban interchange, or other, as determined through design. The project is funded under Connecting Washington and WSDOT is the lead agency.

ITEM NO. 63 152ND ST NE: 51ST AVE NE VIC TO 67TH AVENUE NE
Proposed multi-jurisdictional project to widen the existing 2-lane road to a 5-lane roadway with curb, gutter and sidewalks. Improvements within Marysville will likely be developer constructed.



DEBT SERVICE

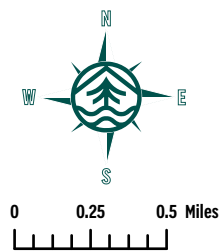
ITEMS NO. 64 LIMITED BOND FOR STREET CONSTRUCTION PROJECTS
2007 Limited Bond for street construction projects including State Ave. 116th to 136th, State Ave. 136th to 152nd, SR 528 / 47th Ave. Intersection and 3rd St. NE / 47th Ave Intersection.

ITEMS NO. 65 FIRST STREET BYPASS DEBT SERVICE
Yearly debt payments necessary to pay for the First Street Bypass Project.

City of Marysville Six Year Transportation Improvement Program 2024 - 2029

- Non-Motorized Projects
- Traffic Safety/Intersection Improvements
- Widening/Lane Addition Projects
- New Alignment Projects
- Bridge Projects
- Pavement Preservation
- Joint Agency Projects
- Traffic Safety/Intersection Improvements
- Widening/Lane Addition Projects
- Joint Agency Projects

Projects Not Shown:
9, 10, 27, 28, 29, 54, 57, 64, 65

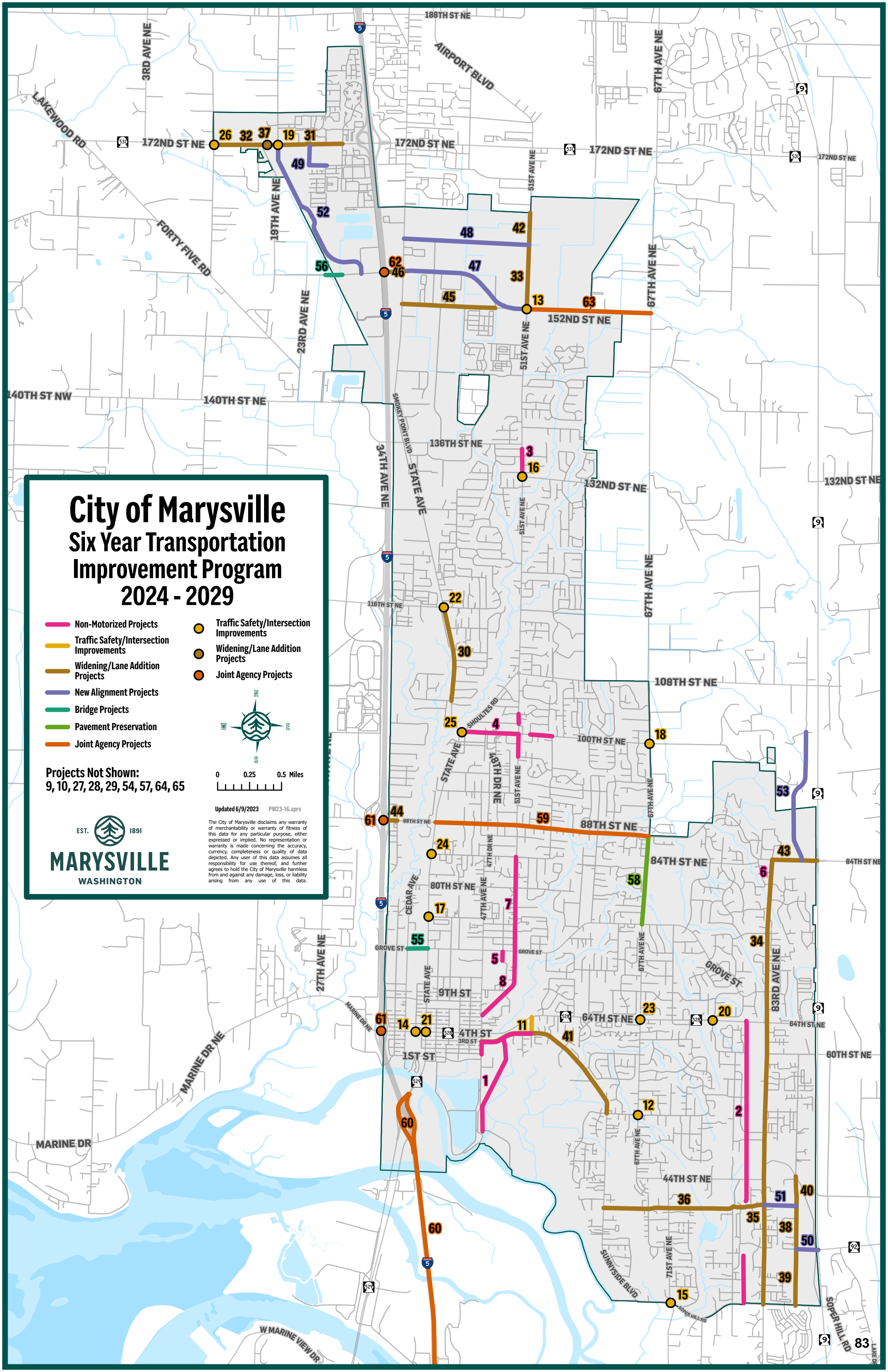


Updated 6/9/2023 PW23-16.aprx

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MARYSVILLE
WASHINGTON





MARYSVILLE
CITY CLERK

NOTICE OF PUBLIC HEARING BEFORE THE MARYSVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the Marysville City Council will hold a Public Hearing at 7:00 p.m., on Monday, June 26, 2023, at Marysville City Hall, 501 Delta Ave. The purpose of this public hearing is to consider the following:

A Resolution of the City of Marysville adopting a Six Year Transportation Improvement Program (2024-2029) in accordance with RCW 35-77-010.

Any person may provide written or verbal public comment in support of or opposition to this proposal by pre-registering at this link: www.marysvillewa.gov/remotepubliccomment by 12:00 p.m. on June 26, 2023. Additional information may be obtained at the Marysville City Clerk's Office, 501 Delta Avenue, Marysville, Washington 98270, (360) 363-8000.

To listen to the meeting:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

THE CITY OF MARYSVILLE

Genevieve Geddis, Deputy City Clerk

Dated: June 6, 2023

Published: The Everett Herald: June 12, 2023 and June 19, 2023

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) OR 1-800-833-6388 (TDD RELAY) TWO DAYS PRIOR TO THE MEETING DATE IF ANY SPECIAL ACCOMMODATIONS ARE NEEDED.

(360) 363-8000

Marysville City Hall
1049 State Avenue
Marysville, WA 98270

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF MARYSVILLE, WASHINGTON
ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2024-
2029)

WHEREAS, the City Council of the City of Marysville, Washington, pursuant to RCW
35.77.010, held a public hearing on June 26, 2023 for the purpose of revising and extending its
Comprehensive Six-Year Transportation Improvement Program; and

WHEREAS, the City Council has reviewed the current status of City streets and has
considered the testimony and exhibits presented at the public hearing, and finds that the programs
presented by the Public Works Department are in the long-range best interests of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MARYSVILLE, that the Comprehensive Six-Year Transportation Improvement Program (2024-2029)
presented to the City Council, copies of which are on file and open to public inspection at the office
of the City Clerk, is hereby approved and adopted in its entirety.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE
that the City is hereby directed to file copies of said Programs with the Secretary of Transportation.

ADOPTED by the City Council at an open public meeting this _____ day of _____,
2023.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Attest:

By _____
_____, Deputy City Clerk

Approved as to form:

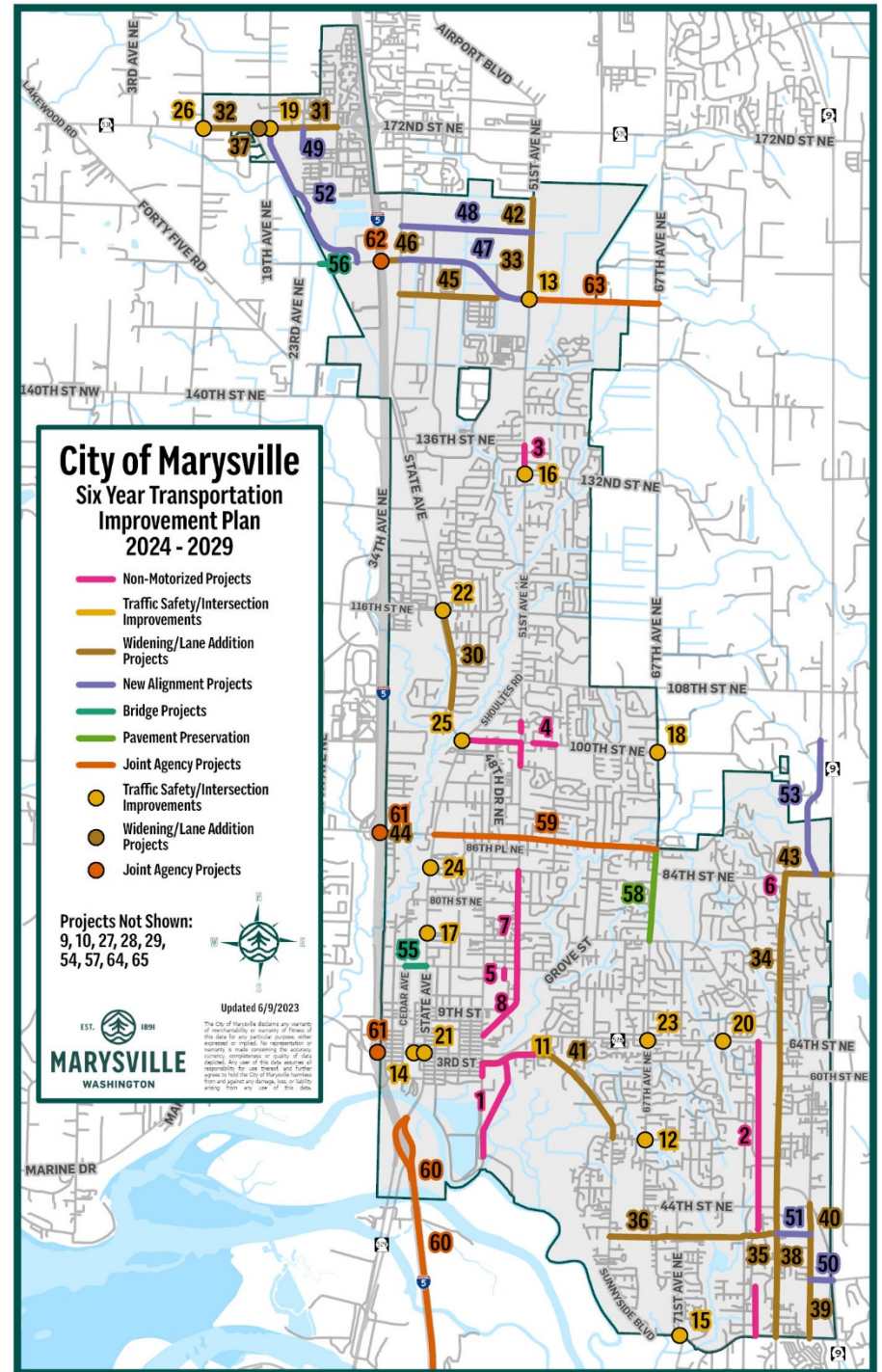
By _____
Jon Walker, City Attorney

2024 – 2029

Six-year Transportation Improvement Program (TIP)

Presented By:

Max Phan, Asst. PW Director/City Engineer



Six – Year TIP Summary

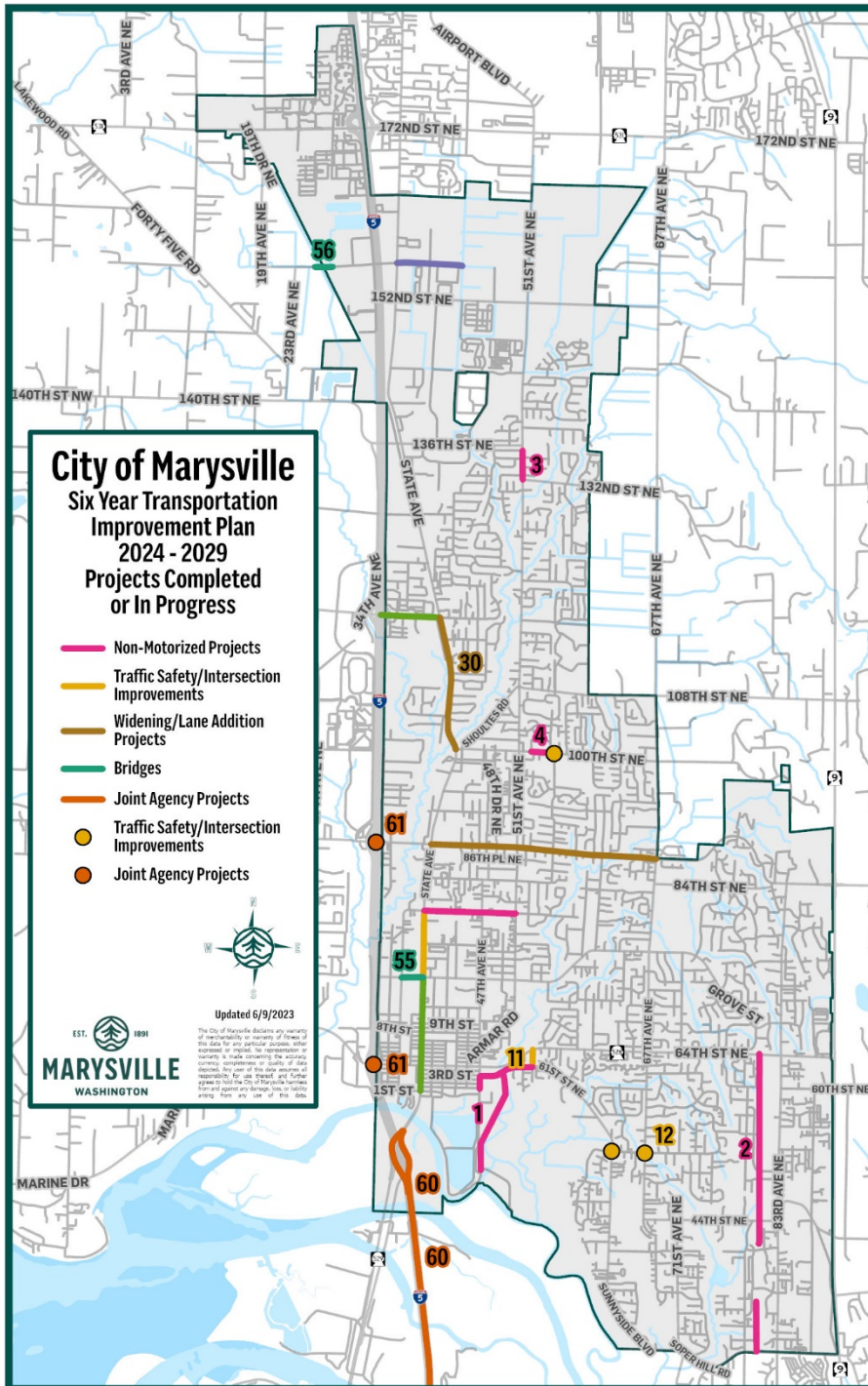
- Adoption of 6-year TIP is a requirement under RCW 35.77.015
- Total Program (6 years) \$479 million
- 2024 Estimated Program \$129 million
 - \$3.8M City Funded
 - \$2.6M Transportation Benefit District
 - \$6.8M Grant funded
 - \$500K Snohomish County – ILA for 88th St NE towards right-of-way
 - \$107M WSDOT Connecting WA/Move Ahead WA Projects
 - \$5.4M Developer
 - \$3.3M City Unfunded

Funding Sources

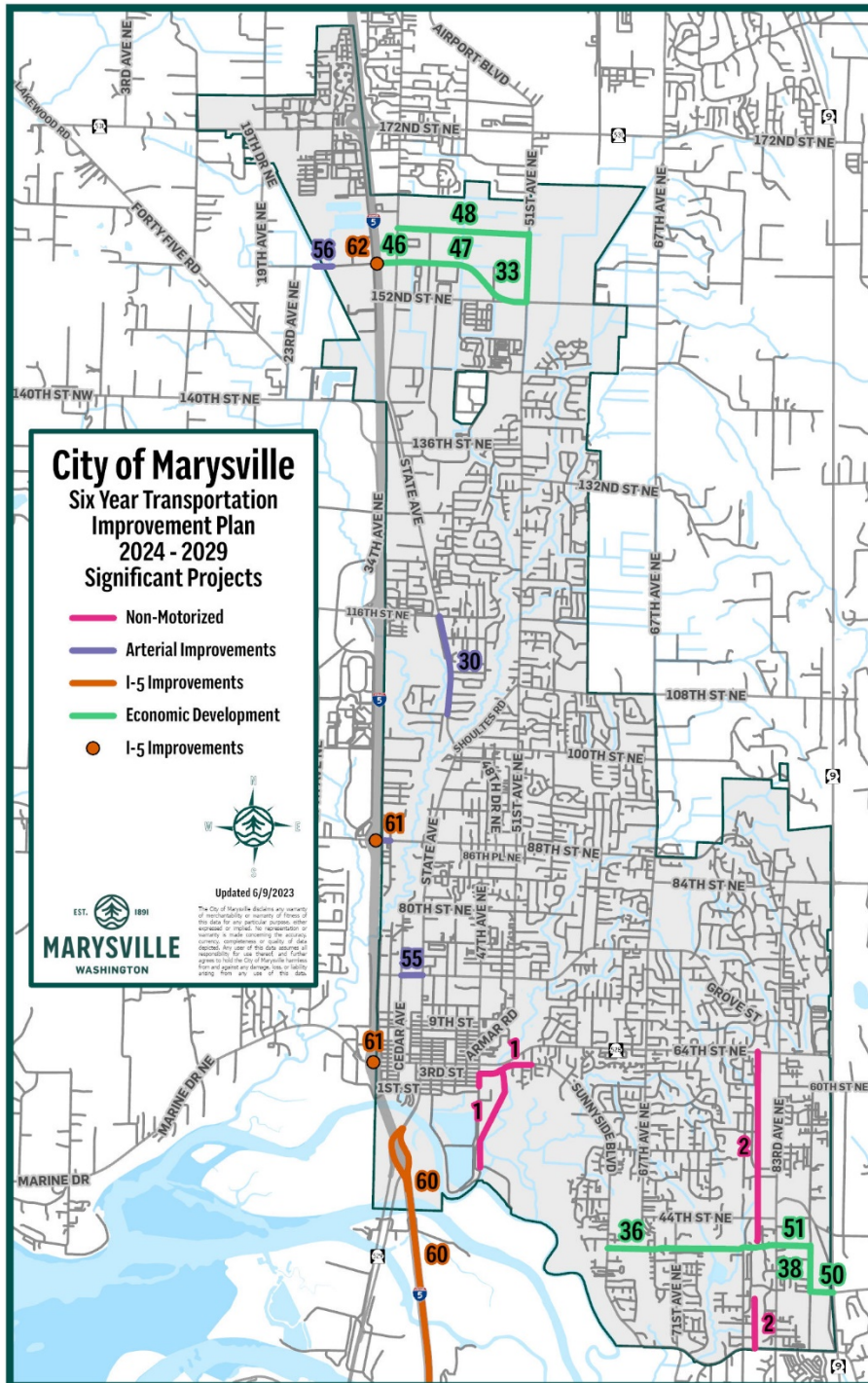
- City Funds
 - Real Estate Excise Tax (REET)
 - Motor Vehicle Fuel Tax (MVFT)
 - Traffic Impact Fees and Mitigation
 - Bonds or Loans
 - Transportation Benefit District (TBD)
- Other Funds
 - Local Improvement Districts (LID)
 - Federal and State Grants such as:
 - **Community Development Block Grant (CDBG)**
 - **Transportation Improvement Board (TIB)**
 - **Safe Routes to School Program (SRTS)**
 - **Pedestrian and Bicycle Program (PED-BIKE)**
 - **Highway Safety Improvement Program (HSIP)**
 - **Surface Transportation Program (STP)**
 - **Congestion Mitigation Air Quality (CMAQ)**
 - **Freight Mobility Strategic Investment Board (FMSIB)**
 - **National Highway System (NHS)**
 - **Community Project Funds**
 - Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
 - Consolidated Rail Infrastructure and Safety Improvements (CRISI)
 - **What other funding opportunities will become available?**
 - Snohomish County – 88th St NE ILA
 - WSDOT – Connecting Washington, Move Ahead WA

Projects Completed or In Progress

- Non-Motorized
 - 80th St NE Non-Motorized – construction in 2023
 - Cascade Elementary SRTS – construction in 2024
 - Shoultes Elementary SRTS – construction in 2024
 - Ebey Waterfront Trail – advance design/property acquisition in 2024
 - Marysville Trail Connector – advance design/property acquisition in 2024
- Traffic Safety & Intersection Improvements
 - State Ave (3rd to 80th) HSIP – construction complete in 2022
 - Sunnyside Blvd and 52nd – under construction
 - Sunnyside Blvd and 53rd (includes multi-use path on 53rd) – construction in 2023/24
 - 2020 City Safety Program – construction in 2023
 - 2022 City Safety Program – construction in 2024
 - 52nd St NE and 67th Ave NE – design in 2023
 - Quiet Zone
- Widening/Lane Addition Projects
 - State Avenue (100th St NE to 116th St NE)
 - Phase 1 – 100th to 104th – construction completed 2022
 - Phase 2 – 104th to 116th - construction in 2023/24
 - 88th St NE Corridor (State Ave to 67th Ave NE) – right-of-way acquisition for phase 1
- New Alignment Projects
 - 156th St NE (widening east of Smokey Pt Blvd to Hayho Cr) – advance design and right-of-way acquisition in 2023/24
- Bridge Projects
 - Grove Street Overcrossing – advance design in 2023
 - 156th St NE Overcrossing – begin design in 2023
- Pavement Preservation
 - Pavement Preservation – construction in 2023
 - 116th, State Ave NHS Projects – construction in 2023
- Joint Agency Projects
 - I-5 NB HOV Extension and Interchange (SR529) – under construction
 - I-5/4th Interchange – advance design and right-of-way
 - I-5/88th Interchange – advance design and right-of-way



Significant Projects



I-5 Improvements

- I-5 NB HOV Extension and Interchange Improvements (SR 529)
- I-5/156th St NE Interchange
- I-5/88th St NE Interchange
- I-5/4th Street Interchange

Arterial Improvements

- State Avenue from 104th to 116th
- 88th St NE Corridor
- Grove Street Overcrossing
- 156th St NE Overcrossing

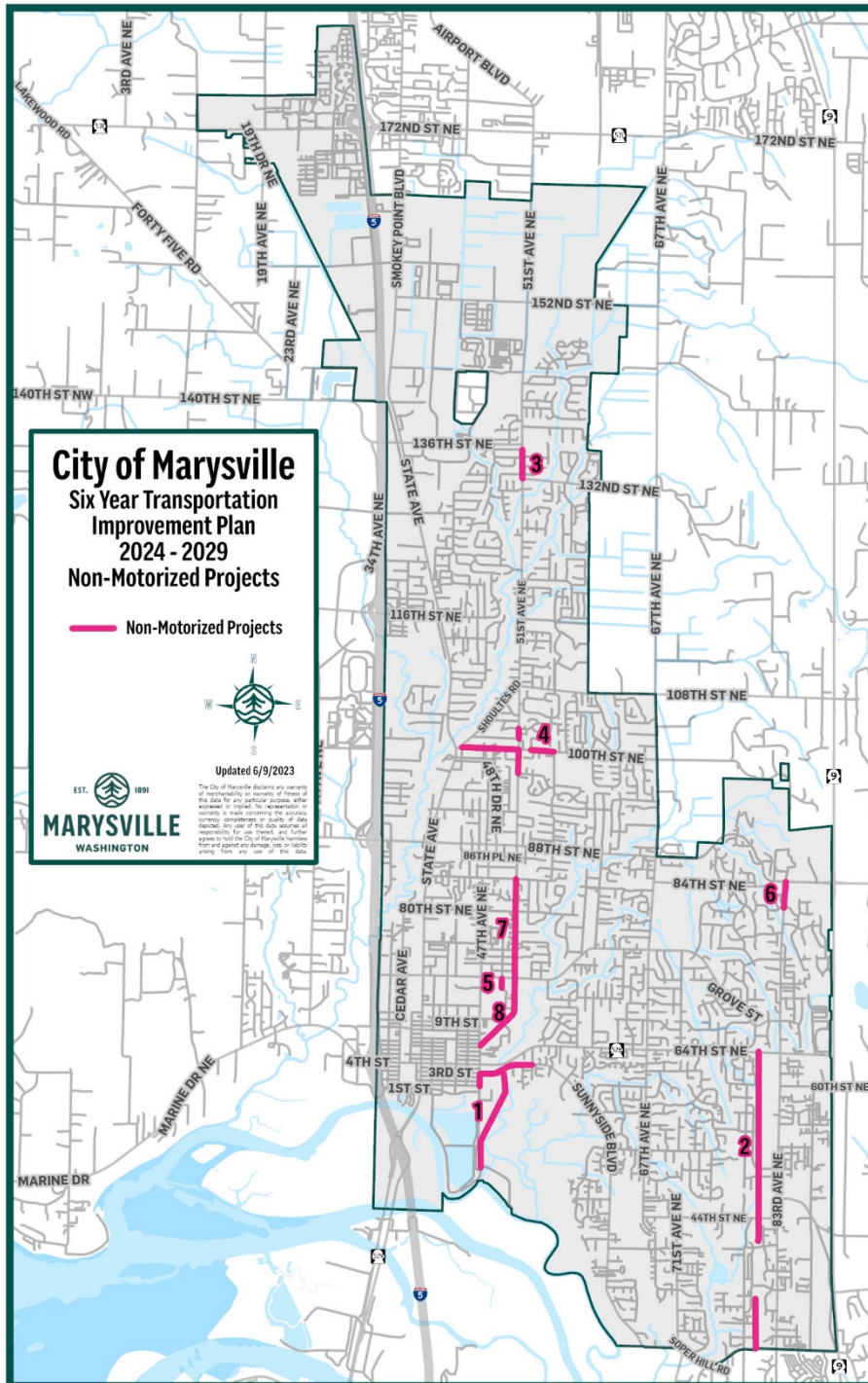
Economic Development

- Cascade Industrial Center
- Whiskey Ridge

Non-Motorized

- Ebey Waterfront Trail
- Marysville – Lake Stevens Trail Connector (aka. Bayview Trail)

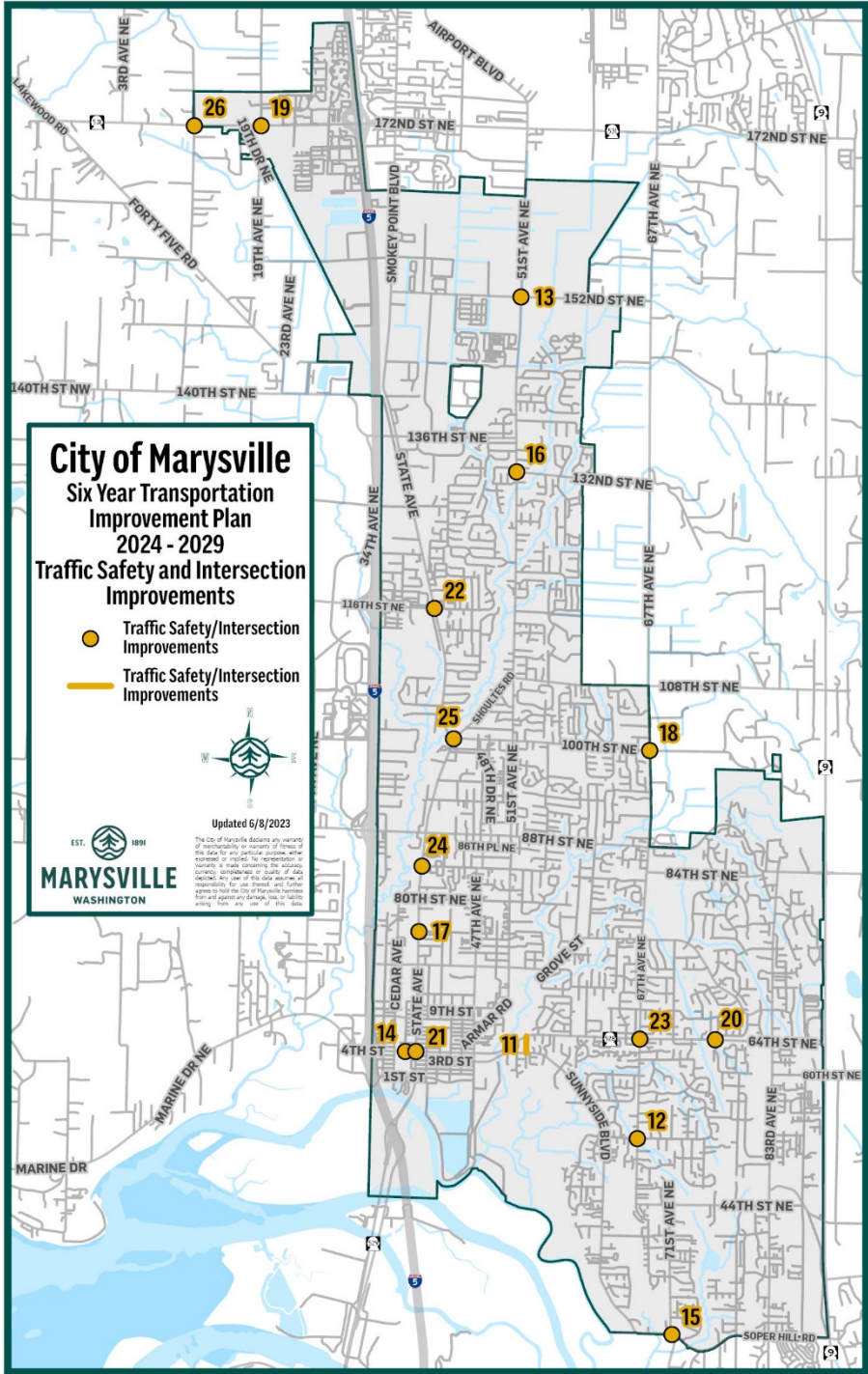
Non-Motorized Projects



- 6 Year Total - \$24.2M
- 2024 Estimated Program - \$2.8M
 - \$1.3M Grant
- 2024 Projects
 - Marysville-Lk Stevens Trail Connector
 - Ongoing Design and Property
 - Ebey Waterfront Trail – Phase IV
 - Design and Property
 - Shoultes SRTS, Cascade SRTS
 - Construction 2024
 - Marysville Middle School SRTS

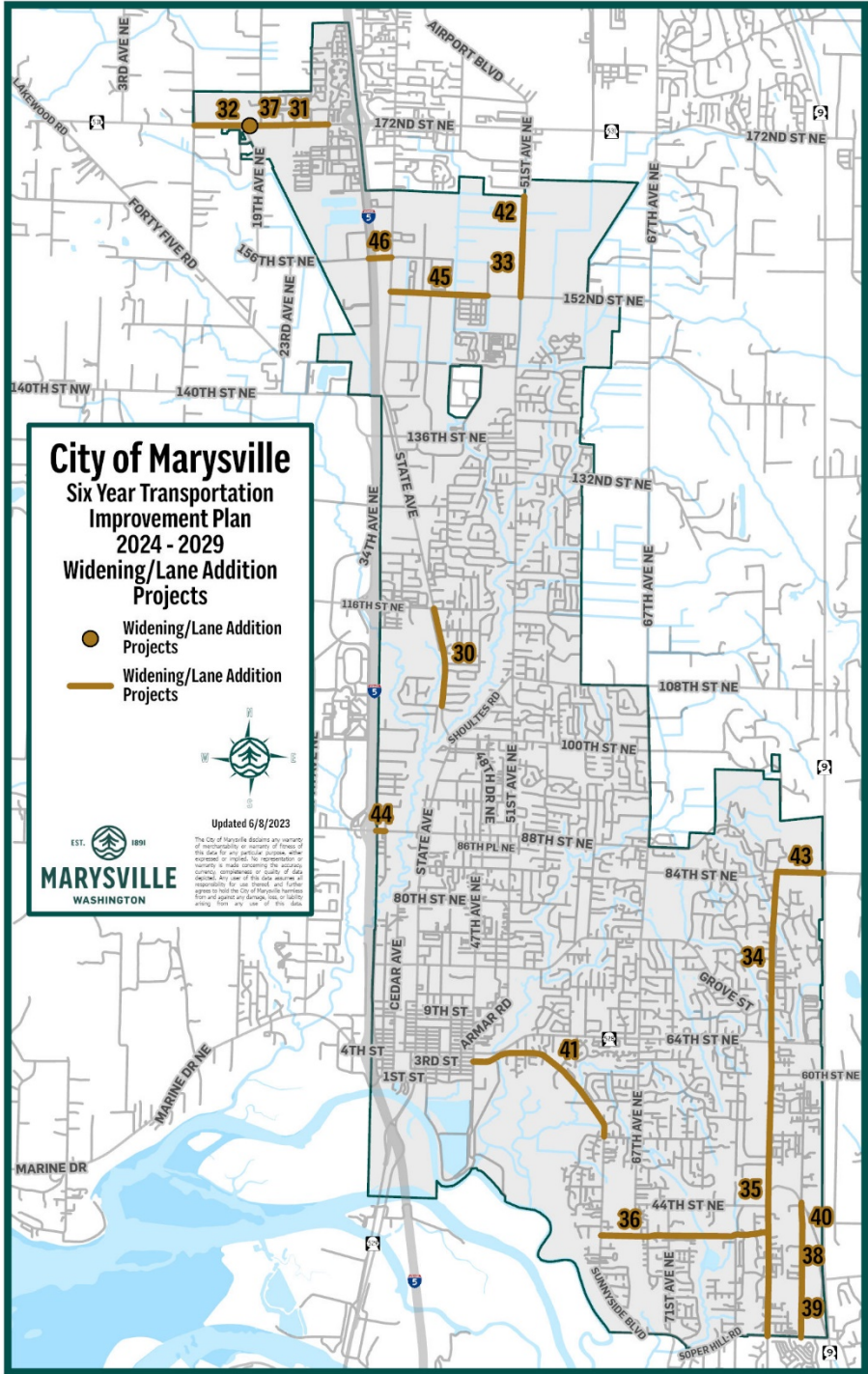
Traffic Safety & Intersection Improvements

- 6 Year Total- \$43M
- 2024 Estimated Program - \$2.8M
 - \$250K City
 - \$525K TBD
 - \$1.92M Grant
- 2024 Projects
 - 53rd Ave NE/Sunnyside Blvd
 - CMAQ Grant
 - TIB Grant
 - 52nd St NE/67th Ave NE
 - CMAQ Grant for Design
 - 2022 City Safety Program
 - HSIP Grant



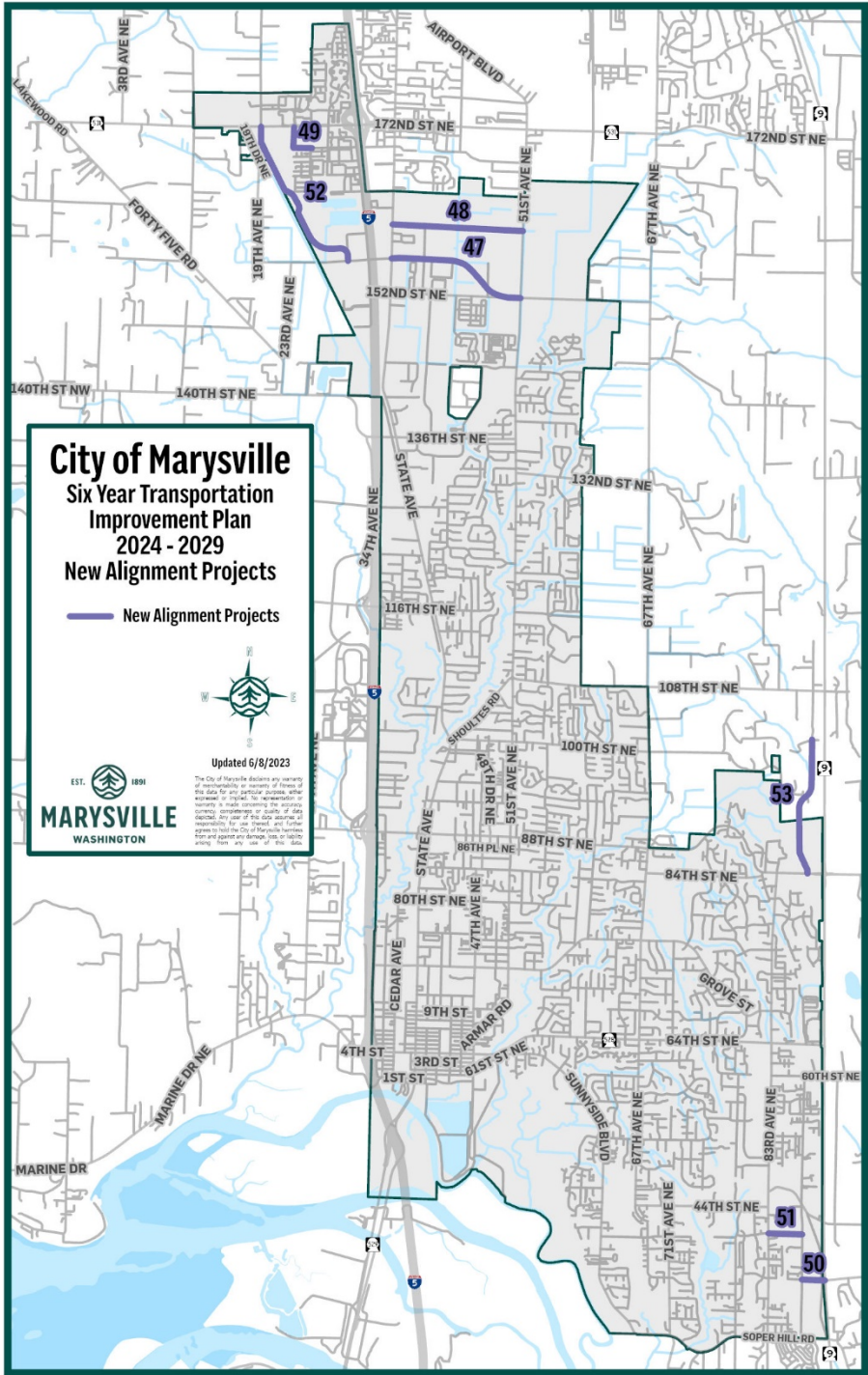
Widening/Lane Addition Projects

- 6 Year Total - \$80.3M
- 2024 Estimated Program - \$5.4M
- 2024 Projects
 - State Avenue Phase 2: 104th St NE to 116th St NE
 - \$4.2M TIB Grant for Construction



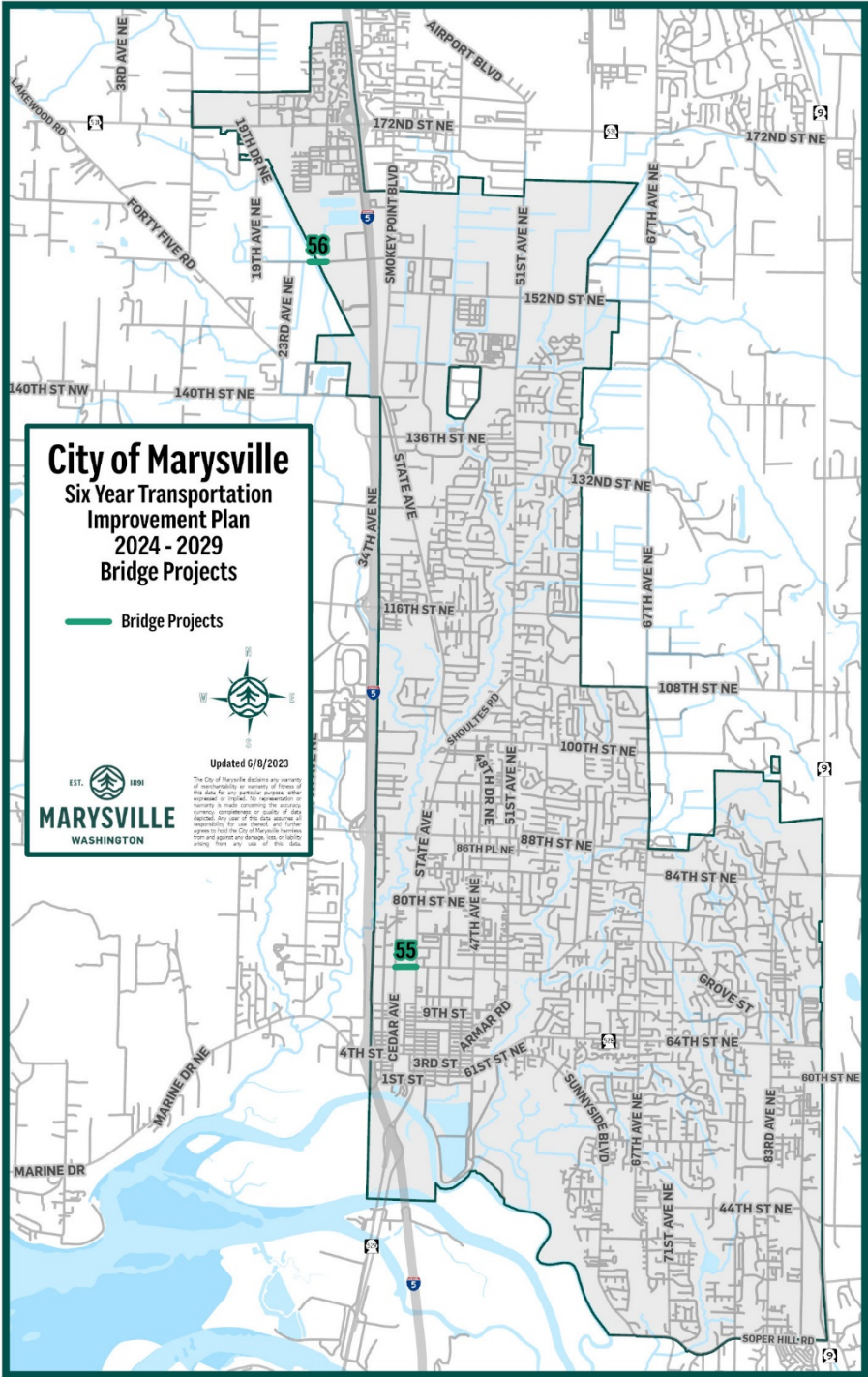
New Alignment Projects

- 6 Year Total - \$64.2M
- 2024 Estimated Program - \$4.3M
- 2024 Projects
 - 156th St NE (Design and RW)
 - Long Property



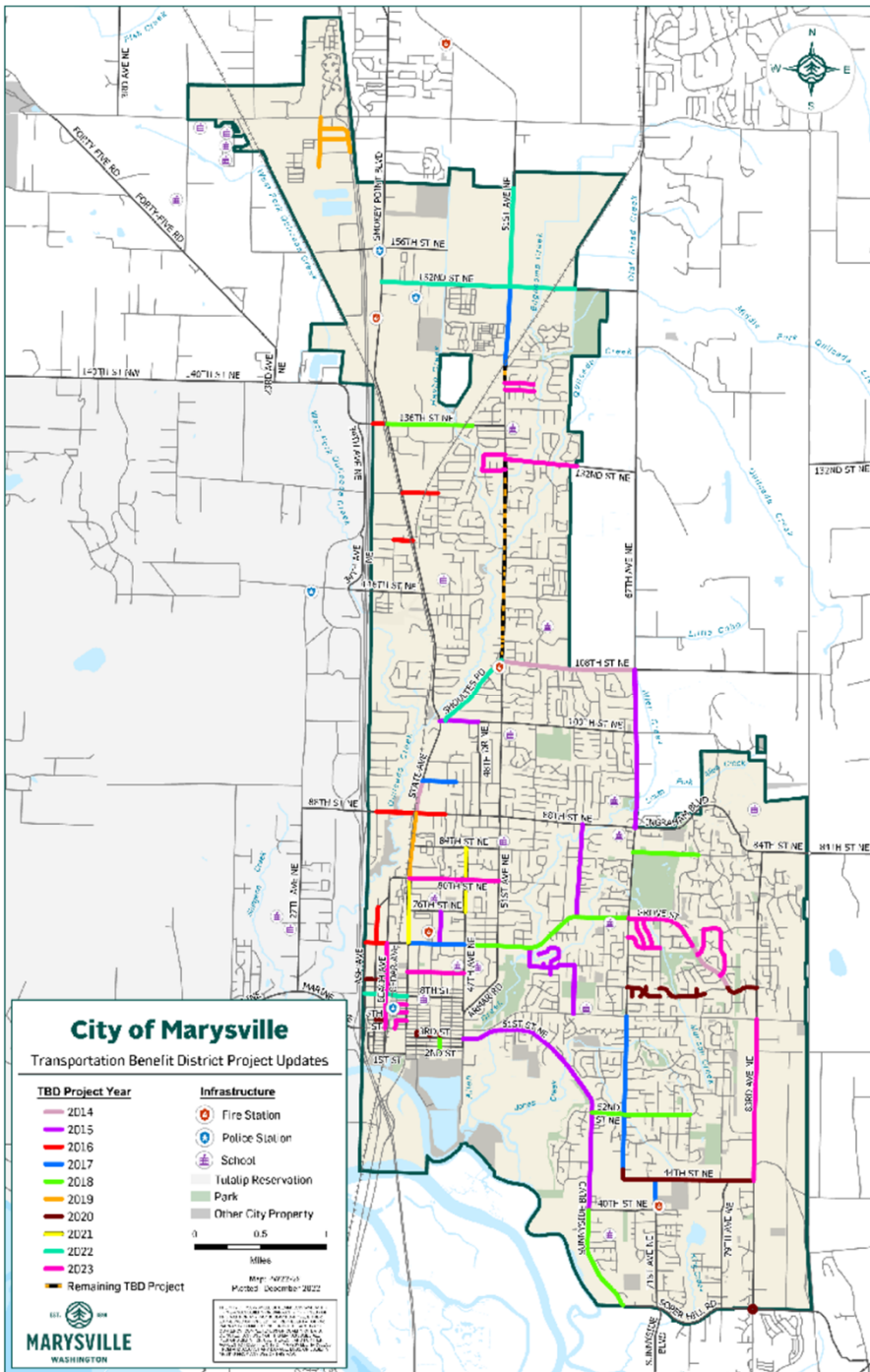
Bridge Projects

- 6 Year Total - \$49M
- Grove Street Overcrossing
\$5M Move Ahead WA
\$3M Community Project Funds
- 156th St NE Overcrossing
\$500k Move Ahead WA

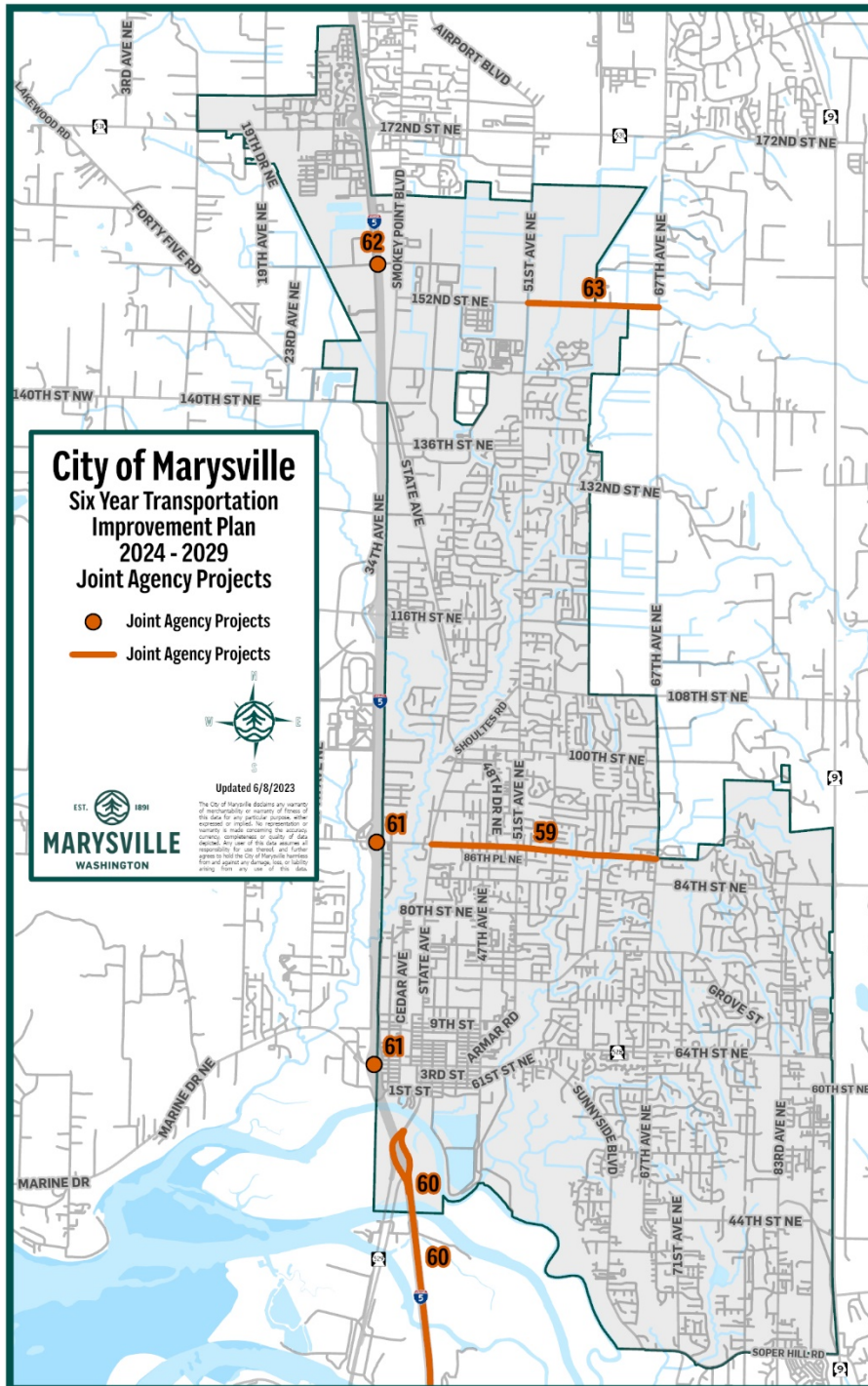


Pavement Preservation

- 2024 Projects
 - Annual Pavement Preservation
 - 67th Ave Overlay from Grove to 88th (design)
 - \$550K STP Grant in 2025
- TBD expires in 2024



Joint Agency Projects



- 6 Year Total - \$207M
- 2024 Estimated Program - \$107M
 - \$297K City
 - \$500K County
 - \$105M WSDOT
- 2024 Projects
 - 88th St NE: State Ave to 67th Ave NE
 - I-5 NB HOV Extension and Interchange Improvements (SR529)
 - I-5/88th St NE Interchange
 - I-5/4th Interchange



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Resolution

AGENDA SECTION: **Public Hearings**

SUBJECT: A **Resolution** of the City Council of the City of Marysville, Washington, Declaring Certain Real Property Purchased with Utility Funds to be Surplus and Authorizing Its Demolition

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No. _____.

SUMMARY: The former Welco Mill site contains an office building that no longer has any municipal purpose. Its demolition will prepare the site for further redevelopment. Council approval that the building is surplus is necessary to authorize demolition.

ATTACHMENTS:
[Resolution Real Property Surplus Welco.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DECLARING CERTAIN REAL PROPERTY PURCHASED
WITH UTILITY FUNDS TO BE SURPLUS AND AUTHORIZING ITS
DEMOLITION.**

WHEREAS, the City purchased 1218 1st Street with utility funds for stormwater and redevelopment purposes; and

WHEREAS, the property was known as the Welco Mill site and was formerly a lumber mill; and

WHEREAS, 1218 1st Street contains an office building that is no longer fit for any municipal purpose; and

WHEREAS, demolishing this structure will enhance the property by making it possible to locate a stormwater facility on the site and to otherwise redevelop in conjunction with the City's waterfront redevelopment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the structure identified in the recitals is surplus to the City's needs.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the mayor should demolish the structure identified in the recitals so the property can be utilized for municipal purposes.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Teri Lester, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Administrative Service Contract between Premera Blue Cross and City of Marysville

SUGGESTED ACTION:
Recommended Motion: I move to authorize the Mayor to execute the agreement with Premera Blue Cross.

SUMMARY: Premera Blue Cross continued as the City’s self-insured claims administrator effective January 1, 2023.

WHEREAS, the City of Marysville has established an employee benefit plan which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the City, and,

WHEREAS, the City of Marysville has chosen to self-insure the benefit program(s) provided under the Plan; and

WHEREAS, the City of Marysville desires to engage the services of Premera Blue Cross as the Claims Administrator to provide administrative services for the Plan.

ATTACHMENTS:
[2023-01 City of Marysville Premera ASC Agreement FINAL.pdf](#)

ADMINISTRATIVE SERVICE CONTRACT

BETWEEN

PREMERA BLUE CROSS

AND

CITY OF MARYSVILLE

**EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2023
(THE "CONTRACT PERIOD")**

This Contract is effective by and between the group named above (hereinafter referred to as the "Plan Sponsor"), and Premera Blue Cross (hereinafter referred to as the "Claims Administrator" or "we," "us," or "our").

WHEREAS, the Plan Sponsor has established an employee benefit plan (hereinafter referred to as the "Plan") which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the Plan Sponsor, such individuals being hereinafter referred to as "Members"; and,

WHEREAS, the Plan Sponsor has chosen to self-insure the benefit program(s) provided under the Plan; and

WHEREAS, the Plan Sponsor desires to engage the services of the Claims Administrator to provide administrative services for the Plan;

NOW THEREFORE, in consideration of the mutual covenants and conditions as contained herein the parties hereto agree to the provisions in this Contract, including any Attachments and endorsements thereto. The parties below have signed as duly authorized officers and have hereby executed this Contract. If this Contract is not signed and returned to the Claims Administrator within sixty (60) days of its delivery to the Plan Sponsor or its agent, the Claims Administrator will assume the Plan Sponsor's concurrence and the Plan Sponsor will be bound by its terms.

IN WITNESS WHEREOF the parties hereto sign their names as duly authorized officers and have executed this Contract.

City of Marysville

BY:

DATE:

Title

ADDRESS:

Premera Blue Cross

BY:

DATE: January 1, 2023



Jeffrey Roe
President and Chief Executive Officer

P.O. Box 327
Seattle, WA 98111-0327

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1. DEFINITIONS

Adverse Benefit Determination Any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including payment that is based on a determination of the eligibility of a Member to participate in the Plan. This includes any denials, reductions, or failures to provide or make payment resulting from the application of utilization review or limitations on experimental and investigational services, medical or dental necessity, or appropriateness of care. It also includes a decision to rescind a Member's coverage unless the rescission is due to nonpayment of subscription charges.

Affordable Care Act The Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

Allowed Amount The Plan provides benefits based on the Allowed Amount for covered services. The Plan Sponsor's liability for covered services is calculated on the basis of the Allowed Amount.

The Claims Administrator reserves the right to determine the amount allowed for any given service or supply unless specified otherwise in this Contract. The Allowed Amount is described below. There are different rules for dialysis, emergency care services, and air ambulance services. These rules are shown below the general rules.

a. General Rules

1. Providers In Washington and Alaska Who Have Agreements With the Claims Administrator

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Claims Administrator and the provider.

2. Providers Outside The Service Area Who Have Agreements With Other Blue Cross Blue Shield Licensees

For covered services and supplies received outside the Service Area, Allowed Amounts are determined as stated in "Attachment A – Out-of-Area Services."

3. Providers Who Don't Have Agreements With The Claims Administrator Or Another Blue Cross Blue Shield Licensee

The Allowed Amount for providers in the Service Area that don't have a contract with the Claims Administrator is the least of the three (3) amounts shown below. The Allowed Amount for providers outside the Service Area that don't have a contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Licensee is also the least of the three (3) amounts shown below.

An amount that is no less than the lowest amount the Plan pays for the same or similar service from a comparable provider that has a contracting agreement with the Claims Administrator

- 125 percent of the amount allowed by Medicare, if available
- The provider's billed charges. Note: Ambulances are always paid based on billed charges.
- If applicable law requires a different Allowed Amount than the least of the three (3) amounts above, this Plan will comply with that law.

b. Dialysis Due To End Stage Renal Disease

1. Providers Who Have Agreements With the Claims Administrator Or Other Blue Cross Blue Shield Licensees

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Claims Administrator and the provider.

2. Providers Who Don't Have Agreements With the Claims Administrator Or Another Blue Cross Blue Shield Licensee

The amount the Plan allows for dialysis during Medicare's waiting period will be no less than 125 percent of the amount allowed by Medicare and no more than 90 percent of billed charges.

The amount the Plan allows for dialysis after Medicare's waiting period is 125 percent of the Medicare-approved amount, even when a Member who is eligible for Medicare does not enroll in Medicare.

c. Emergency Care

As applicable law requires, for specified covered services received from Non-Contracted Providers or Out-of-Network Providers at facilities that have a Contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Licensee, the cost-sharing for these services shall be the same as if the services were provided by an In-Network Provider.

Note: Non-contracted ground ambulances are always paid based on billed charges.

Consistent with applicable laws, Members are not responsible for charges received from Non-Contracted Providers above the Allowed Amount in addition to any deductible, copays or coinsurance that may apply.

d. Air Ambulance

Consistent with the requirements of the Federal No Surprises Act, the cost-sharing for out of network air ambulance services shall be the same as if the services were provided by an In-Network Provider. The cost sharing amount shall be counted towards the in-network deductible, if any, and any in-network out of pocket maximum amount. Cost-sharing shall be based upon the lesser of the qualifying payment amount (as defined under the Federal No Surprises Act) or the billed amount.

Claims Administrator Premera Blue Cross.

Contract Period The period shown on the face page of this Contract. The Contract Period begins at 12:01 a.m. on the starting date shown on the face page and ends at midnight on the ending date shown on the face page.

Effective Date The date this Contract takes effect (the first day of the Contract Period). The Effective Date is shown on the face page of this Contract.

Medically Necessary Those covered services and supplies that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- In accordance with generally accepted standards of medical practice;
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
- Not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

Member A Subscriber or dependent who is eligible for coverage as stated in the Plan and who is enrolled as required in the Plan.

In-Network Provider A provider that is in one of the provider networks chosen by the Plan Sponsor for the Plan.

Non-Contracted Provider A provider that does not have a network provider contract with the Claims Administrator or, for out-of-area providers, with the local Blue Cross and/or Blue Shield Licensee.

Out-Of-Network Provider A provider that is not in one of the provider networks chosen by the Plan Sponsor for the Plan.

Non-Grandfathered Health Plan A Plan benefit package that does not meet the requirements to be a grandfathered health plan set forth in the federal Affordable Care Act regulations. If the Plan consists of more than one (1) benefit package, the federal regulations on non-grandfathered plan status apply separately to each benefit package.

PEPM "Per employee per month."

Plan The employee benefit plan established and maintained by the Plan Sponsor that is being administered under this Contract. The Plan may consist of one (1) or more benefit packages.

Plan Sponsor City of Marysville.

Program Manager Certain vendors of Claims Administrator that provide certain of the administrative services. Claims Administrator arranges for the provision of services by Program Managers, as described in Attachments and Appendixes hereto, as well as other services which may include, based on your selections, provider quality performance information, supplemental networks, and outcomes-driven drug utilization review and medical drug rebate programs.

Service Area The area in which the Claims administrator directly operates a provider network. This area is made up of the states of Washington (except Clark County) and Alaska

Subscriber A person who is eligible for coverage under the Plan by virtue of an employee-employer relationship or other relationship between the person and the Plan Sponsor, and who is enrolled as required in the Plan.

2. DUTIES AND RESPONSIBILITIES OF THE PLAN SPONSOR

2.1. Documentation

The Plan Sponsor shall provide the Claims Administrator with a copy of any documents describing the benefit program(s) that the Claims Administrator needs to rely upon in performing its responsibilities under this Contract.

2.2. Plan Sponsor's Fiduciary Authority

The Plan Sponsor shall have final discretionary authority to determine the benefit provisions and to construe and interpret the terms of the Plan.

The Plan Sponsor shall have final discretionary authority to determine eligibility for benefits and the amount to be paid by the Plan.

2.3. Defense of the Plan

Except as stated in subsection 4.3, the Plan Sponsor shall be responsible for defending any legal action brought against the Plan, including a claim for benefits by or on behalf of any individual or entity, including but not limited to any Member or former Member, any fiduciary or other party. This responsibility includes the selection and payment of counsel. The Plan Sponsor shall not settle any legal action or claim without the prior consent of the Claims Administrator if the action or claim could result in the Claims Administrator being liable, including for example, any liability for contribution to or indemnification of the Plan Sponsor or other third party either directly or indirectly.

2.4. Administrative Duties

Unless specifically delegated to the Claims Administrator by this Contract, the Plan Sponsor shall be responsible for the proper administration of the Plan including the following:

- a. The Plan Sponsor shall provide the Claims Administrator a complete and accurate list of all individuals eligible for benefits under the benefit program(s) and to update those lists monthly. The Claims Administrator shall be entitled to rely on the most recent list until it receives documentation of any change thereto.

Retroactive enrollments shall be effective on the most recent of three (3) dates:

- The date the Member's coverage would have been validly in force
- The first day of the fifth full calendar month preceding the month in which the Claims Administrator receives the request for retroactive enrollment.
- If the plan is a high deductible health plan, the first day of the current calendar year

Retroactive terminations of coverage shall be effective on the most recent of two (2) dates:

- The date the Member's coverage would have been terminated, had notification been timely

- The first day of the fifth full calendar month preceding the month in which the Claims Administrator receives the request for retroactive termination.
- b. The Plan Sponsor shall distribute to all Members all appropriate and necessary materials and documents, including but not limited to benefit program booklets, summary plan descriptions, material modifications, enrollment applications and notices required by law or that are necessary for the operation of the Plan.
- c. The Plan Sponsor shall provide the Claims Administrator with any additional information necessary to perform its functions under this Contract as may be requested by the Claims Administrator from time to time.
- d. If the Plan Sponsor writes or revises its benefit booklet, the Claims Administrator must review and approve in advance the draft of the benefit booklet that is printed and distributed to Members.
The Plan Sponsor must also include BlueCard disclosure language approved by the Blue Cross Blue Shield Association in its booklet.
- e. In order to place calls to Members, the Claims Administrator may receive Member phone numbers provided by the Plan Sponsor or by a third party (such as a producer) on the Plan Sponsor's behalf. For the Claims Administrator and its affiliates to contact Members in accordance with telecommunication-related laws and regulations, the Plan Sponsor confirms the following with respect to Member phone numbers that the Plan Sponsor has provided or will provide to the Claims Administrator:
 - The Member provided his or her phone number on his or her Plan application, or otherwise provided or updated his or her phone number with the Plan Sponsor with the expectation that it will be provided to the Claims Administrator in connection with the Member's coverage under the Plan.
 - The Plan Sponsor only obtains phone numbers directly from the Member and not through a lookup service or other third party.
 - The Plan Sponsor retains contact information and will furnish that information to the Claims Administrator upon request in a timely manner.
- f. The Plan Sponsor has full ownership of the information, data, and other intellectual property developed or shared by the Plan Sponsor during the course of the contract.

2.5. Taxes, Assessments, And Fees

The Plan Sponsor shall be responsible for all taxes, assessments and fees levied by any local, state or federal authority in connection with the Claims Administrator's duties pursuant to this Contract.

2.6. Compliance With Law

- The Plan Sponsor shall be responsible for the Plan's continuing compliance with all applicable federal, state and local laws and regulations, as currently amended. These include but are not limited to:
 - The Internal Revenue Code of 1986, as amended
 - The Affordable Care Act.
 - The No Surprises Act, enacted as part of the Consolidated Appropriations Act, 2021
 - The Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA)
 - The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)
 - Law and regulations governing the treatment and benefits of Members covered by Medicare. These include, but are not limited to, the Medicare Secondary Payer law and regulations, the Medicare Prescription Improvement and Modernization Act of 2004 (MMA), and the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA).

As required by MMSEA, the Plan Sponsor agrees to provide us the following information:

- Employer Tax Identification Number (TIN/EIN);
- Social Security Numbers (SSNs) of all Members (employees and dependents); and
- Medicare Health Insurance Claim Numbers (HICNs) for all Medicare-entitled Members.

To comply with the Medicare Secondary Payer law and regulations, the Plan Sponsor also agrees to notify us promptly if the Plan Sponsor experiences a change in total employee count that would change the order of liability according to federal guidelines.

MMA requires groups that provide prescription drug coverage to Medicare eligible individuals to provide Medicare Part D Creditable Coverage Notices, and report creditable coverage status to the Center for Medicare and Medicaid Services (CMS).

The Plan Sponsor, and not the Claims Administrator, is the "plan administrator" and the "plan sponsor" for purposes of all federal laws that apply to the Plan Sponsor and impose duties or obligations on such entities. The Plan Sponsor shall be responsible for determining whether it is subject to COBRA and, if so, for notifying Members of their COBRA rights both initially and upon the occurrence of a qualifying event, for calculating and collecting premiums for COBRA continuation of coverage and for promptly notifying the Claims Administrator when an individual is no longer eligible for COBRA continuation of coverage. If the Plan Sponsor is subject to ERISA, the Plan Sponsor is responsible to prepare and maintain its ERISA plan document.

- The Plan Sponsor shall defend, indemnify and hold harmless Claims Administrator and its directors, officers, employees, and agents from and against any and all costs, liabilities, damages, claims, losses or expenses (including reasonable attorneys' fees) arising out of or connected to the Claims Administrator's administration of any benefit design authorized by the Plan Sponsor. The Plan Sponsor acknowledges its sole responsibility to test and design benefits compliant with all laws.
- If the Plan Sponsor is a governmental entity that elects to opt out of compliance with certain federal mandates as allowed by federal law, the Plan Sponsor is responsible to file its opt-out with federal regulators for each contract period and to notify Members of the opt-out in accordance with federal law and regulations then in effect. The Plan Sponsor agrees to hold the Claims Administrator and the Network harmless for any and all consequences arising from the Plan Sponsor's failure to file an opt-out as required by law for a given contract period, errors in the opt-out filing, or failure to notify a Member as required by federal law.

2.7. Appeals

If an adverse decision on a Member appeal results from the Plan's internal appeal process, the Plan shall offer the Member a review by an Independent Review Organization (IRO) as described in subsection 3.2.

2.8. Funding

The Plan Sponsor shall be solely liable for all benefits payable to Members under the Plan that are subject to this Contract. The Plan Sponsor agrees to the following:

- Provision Of Funds** The Plan Sponsor shall maintain adequate funds from which the total cost of all claims and fees described herein for each preceding week will be paid to the Claims Administrator by electronic funds transfer (EFT). Funds must be provided within two (2) business days of notification by the Claims Administrator to a person designated by the Plan Sponsor.
- Late Payments** If timely payment for the claims is not received by the Claims Administrator, the Plan Sponsor shall pay the Claims Administrator a daily late charge. This late charge is calculated from the first day following the period of two (2) business days stated above. This late charge is based on the average monthly prime rate posted by Claims Administrator's designated bank during the Contract Period, plus two (2) percent on the amount of the late payments for the number of days late. Late charges are due at the end of the Contract Period or, if earlier, upon termination of the Contract.
- Notices** Notices required by this subsection and subsection 3.4 shall be by secure e-mail unless another method is agreed upon in writing by the Plan Sponsor and the Claims Administrator.

3. DUTIES AND RESPONSIBILITIES OF THE CLAIMS ADMINISTRATOR

3.1. Administrative Duties

The Claims Administrator agrees to perform the following administrative services for the Plan Sponsor. The Claims Administrator shall:

- a. assist in the preparation and printing of the benefit program booklets, identification cards, and other materials necessary for the operation of the Plan; and distribute identification cards to Members.
The Claims Administrator shall be responsible to include approved BlueCard program disclosure language in the booklets it prepares. If the Plan Sponsor prepares its own booklets, the Claims Administrator shall provide approved language to the Plan Sponsor for inclusion in the booklets;
- b. perform reasonable internal audits as stated in section 6 of this Contract;
- c. answer inquiries from the Plan Sponsor, Members, and service providers regarding the terms of the Plan, although final authority for construing the terms of the Plan's eligibility and benefit provisions is the Plan Sponsor's;
- d. prepare and provide the Plan Sponsor with reports of the operations of the Plan in accordance with "Attachment C – Reporting";
- e. coordinate with any stop-loss insurance carrier;
- f. when the plan makes use of one (1) or more of the Claims Administrator's provider networks, maintain a network of healthcare facilities and professionals as applicable to the plan design. Paid claims to such providers will reflect any applicable provider discounts;
- g. perform care facilitation services as identified in "Attachment F – Carecompass360°."
- h. manage the formulary chosen by the Plan Sponsor.
- i. **Pharmacy Benefit Program** For pharmacy benefit claims, Claims Administrator will pay Plan Sponsor a prescription drug rebate payment equal to a specific amount per paid brand-name prescription drug claim. Prescription drug rebates Claims Administrator receives from its pharmacy benefit administrator in connection with Claims Administrator's overall pharmacy benefit utilization may be more or less than the Plan Sponsor's rebate payment. The Plan Sponsor's rebate payment shall be made to the Plan Sponsor on a calendar quarterly basis unless agreed upon otherwise.
The allowable charge for prescription drugs is higher than the price paid to the pharmacy benefit manager for those prescription drugs.
The parties hereby agree that the difference between the allowable charge for prescription drugs and the price paid to the pharmacy benefit manager, and the prescription drug payments received by Claims Administrator from its pharmacy benefit manager, constitutes our property, and not part of the compensation payable to Plan Sponsor under this Contract, and that Claims Administrator is entitled to retain and shall retain such amounts and may apply them to the cost of its operations and the pharmacy benefit.
Medical Benefit Drug Program The medical benefit drug program is separate from the pharmacy program. It includes claims for drugs delivered as part of medical services. For medical benefit drug claims, the Claims Administrator may contract with subcontractors that have rebate contracts with various manufacturers. Rebate subcontractors retain a portion of rebates collected as a rebate administration fee. The Claims Administrator retains a portion of the rebate. The Plan Sponsor's medical benefit drug rebate payment shall be made to the Plan Sponsor on an annual basis if the rebate is \$500 or more. If less than \$500, the Claims Administrator will retain the medical benefit drug rebate.
- j. The Claims Administrator, at its sole discretion, reserves the right to delegate some or all of its duties and responsibilities under this Contract to a third party.

3.2. Appeals

- a. The Claims Administrator shall review and respond to the initial appeals made by Members of Adverse Benefit Determinations (see section 1) as described in the benefit booklet provided by the Claims Administrator for this Plan.

The Claims Administrator shall also provide a second review of adverse Member appeal decisions made after its initial review. This review will be conducted as described in the benefit booklet provided by the Claims Administrator for this Plan.

- b. If an adverse decision on a Member's appeal results from the Plan's internal appeal process, the Claims Administrator agrees to facilitate a review of the appeal by an Independent Review Organization (IRO) on behalf of the Plan Sponsor. The Claims Administrator will submit all required documentation regarding the appeal to the IRO and work with the IRO as needed to complete its review.

The external appeal process for Non-Grandfathered Plans will be offered and administered in accordance with the requirements of the Affordable Care Act.

The Plan Sponsor is responsible for all costs charged by the IRO to perform its review. If the Plan Sponsor chooses to share that cost with Members to the extent allowed under the Affordable Care Act, the Plan Sponsor is responsible to charge and collect any such fee from a Member.

3.3. Claims Processing

The Claims Administrator shall process all eligible claims incurred after the Effective Date of this Contract which are properly submitted in accordance with the procedures set forth in the Plan Sponsor's benefit booklet.

The Claims Administrator shall make reasonable efforts to determine that a claim is covered under the terms of the Plan as described in the benefit booklet, to apply the coordination of benefits provisions, and prepare and distribute benefit payments to Members and/or service providers. The Claims Administrator shall make reasonable efforts to identify and recover overpayments due to claim processing errors that were within its control, retroactive cancellations, or fraudulent billing practices. "Reasonable" for the purposes of this section shall be determined by the Claims Administrator.

3.4. Funding Support

The Claims Administrator shall follow the steps below to facilitate the Plan Sponsor's funding of its Plan.

- a. Claim payment checks will be issued on the Claims Administrator's check stock. However, as stated in subsection 2.8 above, the responsibility for funding benefits is the Plan Sponsor's and the Claims Administrator is not acting as an insurer.
- b. Each week, the Claims Administrator shall notify the Plan Sponsor of the amount due for the prior week's claims. Notice will be by secure e-mail unless another method is agreed upon in writing by the Claims Administrator and the Plan Sponsor.

3.5. Participation In Class Action Suits

The Plan Sponsor hereby delegates to the Claims Administrator the authority to participate on behalf of the Plan Sponsor, and at the Claims Administrator's sole discretion, in class action lawsuits or settlements regarding any services or supplies covered under the terms of the Plan. Examples of such services or supplies include prescription or specialty drugs or medical devices. Such participation shall be limited to those instances in which the Claims Administrator determines that it will submit a claim in the subject suit on behalf of its insured book of business. The Claims Administrator shall have no obligation to participate on behalf of the Plan Sponsor in any other lawsuit or settlement. The Claims Administrator will have no obligation to file claims on behalf of a Plan Sponsor with which the Claims Administrator does not have a contract at the time the claims for recovery are submitted.

The Plan Sponsor will recover the amount it is due under the terms of the settlement in question based upon the data submitted by the Claims Administrator. Any amounts recovered by the Claims Administrator hereunder shall be net of the Claims Administrator's fee as set forth below as well as fees paid to outside counsel in connection with the lawsuit and/or settlement.

For each class action lawsuit or settlement in which the Claims Administrator participates hereunder on the Plan Sponsor's behalf, the Plan Sponsor shall pay the Claims Administrator a fee representing a proportionate share of

a fixed amount intending to compensate the Claims Administrator for its work in connection with pursuing recovery in these cases. The fixed amount is shown in "Attachment D – Fees Of The Claims Administrator." This fixed amount is subject to change on an annual basis with at least 60 days' advance notice to the Plan Sponsor. The amount of the Claims Administrator's fee payable by each Plan Sponsor shall be based on the proportion of the total amount recovered by the Claims Administrator on behalf of the Plan Sponsor compared to the amount recovered by Claims Administrator for all lines of business. The fee will be deducted from the amount of any recovery received on behalf of the Plan Sponsor and will in no event exceed the amount of such recovery.

Payment hereunder shall be made within 60 days of the Claims Administrator's receipt of the settlement funds.

The Claims Administrator shall have no obligation to forward settlement funds to any group hereunder if the amount due to the group is less than \$5.

The Plan Sponsor may elect to decline to participate in the Claims Administrator's recovery process related to class action lawsuits or settlements regarding any services or supplies covered under the Plan by providing the Claims Administrator written notice. Except as set forth below, in the event the Plan Sponsor opts out, the Claims Administrator shall have no further obligation whatsoever to the Plan Sponsor in connection with the recovery process. The Plan Sponsor may request that the Claims Administrator gather data necessary for the Plan Sponsor to submit its own claim. In any such case, the Plan Sponsor shall pay the amount shown in "Attachment D – Fees Of The Claims Administrator" for the data-gathering services. Additionally, the Plan Sponsor shall make any such request in writing a minimum of 30 days in advance of the claim filing deadline.

4. LIMITS OF THE CLAIMS ADMINISTRATOR'S RESPONSIBILITY

It is recognized and understood by the Plan Sponsor that the Claims Administrator is not an insurer and that the Claims Administrator's sole function is to provide claims administration services and the Claims Administrator shall have no liability for the funding of benefits.

The Claims Administrator is empowered to act on behalf of the Plan Sponsor in connection with the Plan only as expressly stated in this Contract or as mutually agreed to in writing by the Claims Administrator and the Plan Sponsor.

This Contract is between the Claims Administrator and the Plan Sponsor and does not create any legal relationship between the Claims Administrator and any Member or any other individual.

The Claims Administrator will not administer any benefit for services that is at risk of violating state or federal law is illegal under state or federal law.

4.1. Recoveries

If, during the course of an audit performed internally by the Claims Administrator as described in subsection 3.1.b. above or by the Plan Sponsor pursuant to section 6 below, any error is discovered, the Claims Administrator shall use reasonable efforts to recover any loss resulting from such error.

4.2. Independent Contractor

The Claims Administrator is an independent contractor with respect to the services being performed pursuant to this Contract and shall not for any purpose be deemed an employee of the Plan Sponsor.

4.3. Limits of Liability

It is recognized by the parties that errors may occur, and it is agreed that the Claims Administrator will not be held liable for such errors unless they resulted from its gross negligence or willful misconduct. The Plan Sponsor agrees to defend, indemnify and hold harmless the Claims Administrator from all claims, damages, liabilities, losses and expenses arising out of the Claims Administrator's performance of administration services under the terms of this Contract, so long as they did not arise out of the Claims Administrator's gross negligence or willful misconduct. In the event that Claims Administrator becomes aware of an inaccurately priced claim, Claims Administrator shall ensure that Plan Sponsor's funding obligation is limited to the accurate price of such claim.

5. FEES OF THE CLAIMS ADMINISTRATOR

5.1. Payment Time Limits

By the first of each month, The Plan Sponsor shall pay the Claims Administrator in accordance with the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator."

5.2. Late Payments

- a. If, for any reason whatsoever, the Plan Sponsor fails to make a timely payment required under this Contract by the thirtieth day of the month in which payment is due, the Claims Administrator may suspend performance of services to the Plan Sponsor, including processing and payment of claims, until such time as the Plan Sponsor makes the required payment, including interest as set forth in c. below.
- b. In the event of late payment, the Claims Administrator may terminate this Contract pursuant to subsection 8.5 below. Acceptance of late payments by the Claims Administrator shall not constitute a waiver of its right to cancel this Contract due to subsequent delinquent or nonpayment of fees.
- c. The Claims Administrator will charge interest to the Plan Sponsor on all payments received after the thirtieth day of the month in which they are due, including amounts paid to reinstate this Contract after termination pursuant to subsection 8.5 below, at the average prime rate posted by Claims Administrator's designated bank during the Contract Period plus two (2) percent on the amount of the late payments for the number of days late. Interest will be in addition to any other amounts payable under this Contract.

5.3. Customization Fees

The Plan Sponsor shall pay the Claims Administrator a "customization fee" when the Plan Sponsor requests either of the following:

- a. A plan benefit configuration that the Claims Administrator has not determined to be standard for the plan type. Customization fees for nonstandard plan benefits assessed at this Contract's Effective Date are listed in "Attachment D – Fees Of The Claims Administrator."
- b. An off-anniversary benefit change, regardless of whether the desired benefit is standard for the plan type. The customization fee for each off-anniversary change shall be \$5000. Customization fees for off-anniversary changes shall be invoiced separately to the Plan Sponsor.

For purposes of customization fees, "benefits" include eligibility, termination, continuation, and benefit payment provisions, benefit terms, limitations, and exclusions, funding arrangement changes, and any other standard provisions of the Plan. Fees are computed based on current administrative costs to implement and administer the benefit.

Customization fees for custom benefits that take effect on the Effective Date shown on the face page of this Contract are due and payable prior to that Effective Date. Customization fees for off-anniversary benefit changes are due and payable prior to the effective date of the change.

6. AUDIT

Within thirty (30) days of written notice from the Plan Sponsor, the Claims Administrator shall allow an authorized agent of the Plan Sponsor to inspect or audit all records and files maintained by the Claims Administrator which are directly pertinent to the administration of the Plan and which relate to a random, statistically valid number of claims for the current or most recently ended contract period. Such documents shall be made available at the administrative office of the Claims Administrator during normal business hours. The Plan Sponsor may obtain such records electronically by contacting the Claims Administrator directly by telephone or email. The Plan Sponsor shall be liable for any and all fees charged by the auditor. All audits shall be subject to the Claims Administrator's audit policies and procedures then in effect. Audits will be requested no more than once in every 12 consecutive months, unless the parties agree that the additional audit is needed to address a specific issue or is required by law. To the extent that the Plan Sponsor requests data and reports that are beyond the scope of the Claim Administrator's audit policies and procedures, the Plan Sponsor shall reimburse the Claims Administrator for the additional administrative costs incurred in producing such data and reports. Any agent or

auditor who has access to the records and files maintained by the Claims Administrator shall agree not to disclose any proprietary or confidential information used in the business of the Claims Administrator.

7. TERM OF CONTRACT

7.1. Contract Period

The term of this Contract shall be the Contract Period shown on the face page of this Contract. If the Plan Sponsor and the Claim Administrator agree to extend the Contract for another contract period by means of an amendment, the term of this Contract shall be the Contract Period shown on the amendment.

Except as stated otherwise in this section and in subsection 7.2 below, the terms and conditions of this Contract and the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" are established for the Contract Period. Midyear benefit or administrative changes (other than those in 8.2.a.6.) require thirty (30) days advance written notice and the advance approval of the Claims Administrator.

The Claims Administrator reserves the right to amend this Contract at any time if needed to comply with applicable law or regulation.

7.2. Changes to Fees

The Plan Sponsor acknowledges that the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" and the services provided for in this Contract are based upon the terms of the Plan and the enrollment as they exist on the Effective Date of this Contract.

- a. Any substantial changes, whether required by law or otherwise, in the terms and provisions of the Plan or in enrollment may require that the Claims Administrator incur additional expenses. The parties agree that any substantial change, as determined by the Claims Administrator after consultation with the Plan Sponsor, shall result in the alteration of the fee schedule, even if the alteration is during the Contract Period. The phrase "any substantial change" shall include, but not be limited to:
 1. a fluctuation of ten (10) percent or more in the number of Members as set forth on the census information included in "Attachment B – Census Information" which is herein incorporated by reference and made a part of this Contract;
 2. the addition of benefit program(s) or any change in the terms of the Plan's eligibility rules, benefit provisions or record keeping rules that would increase administration costs by more than \$2,000;
 3. any change in claims administrative services, benefits or eligibility required by law;
 4. any change in administrative procedures from those in force at the inception of this Contract that is agreed upon by the parties;
 5. any additional services which the Claims Administrator undertakes to perform at the request of the Plan Sponsor which are not specified in this Contract such as the handling of mailings or preparation of statistical reports and surveys not specified in the Claims Administrator's standard Employer Group Reporting set.
 6. A change in the third-party administrator, if any, used by the Plan Sponsor with respect to the benefits provided under this Contract. The Plan Sponsor will provide the Claims Administrator no less than 120 days' advance written notice of any such change.
- b. The Claims Administrator may also adjust the fees during the Contract Period by giving thirty (30) days advance written notice to the Plan Sponsor or its agent, if the Plan Sponsor agrees with the Claims Administrator that the fees are based in whole or in part upon a mistake that materially impacts such fees.

8. TERMINATION

8.1. Termination With Notice

The Plan Sponsor may terminate this Contract at any time by giving the Claims Administrator thirty (30) days written notice.

8.2. Contract Period Expiration

This Contract will terminate on the last day of the Contract Period or the last day of any extension of the Contract Period granted by the Plan Sponsor.

8.3. Termination Due to Insolvency

Either party may terminate this Contract effective immediately by giving written notice to the other if a party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether foreign or domestic. A party is insolvent if it has ceased to pay its debts in the ordinary course of business; cannot pay its debts as they become due; or the sum of its debts is greater than the value of its property at a fair valuation.

8.4. Termination Due to Inability to Perform

If loss of services is caused by, or either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of natural disaster, action or decrees of governmental bodies or communication failure not the fault of the affected party, such loss or inability to perform shall not be deemed a breach. The party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice, the party whose performance has not been so affected may, as its sole remedy, terminate this Contract by written notice to the other party effective immediately. In the event of such termination, the Plan Sponsor shall remain liable to the Claims Administrator for all payments due, together with interest thereon as provided for in subsection 5.2.c. above.

8.5. Termination For Nonpayment

The Claims Administrator may, at its sole discretion, terminate this Contract effective as of a missed payment due date in the event that the Plan Sponsor fails to make a timely payment required under this Contract.

8.6. Plan Sponsor Liability Upon Termination

In the event this Contract is terminated, the Plan Sponsor shall remain liable to the Claims Administrator for all delinquent sums together with interest thereon as provided for in subsection 5.2.c. above.

At the expense of the Plan Sponsor, the Claims Administrator shall make available a record of deductibles and coinsurance levels for each Member and deliver this information to the Plan Sponsor or its authorized agent.

8.7. Claims Runout

The Plan Sponsor continues to be solely liable for claims received by the Claims Administrator after the Contract terminates. For the fifteen (15)-month period following termination of this Contract, the Claims Administrator shall continue to process eligible claims incurred prior to termination, or adjustments to claims incurred prior to termination, that the Claims Administrator receives no more than twelve (12) months after the date of termination at the claims runout processing fee rate set forth in "Attachment D – Fees Of The Claims Administrator."

The runout processing charge will be due in full with the first request for claims reimbursement made during the runout period.

If the Claims Administrator receives claims for Plan benefits more than twelve (12) months after the date this Contract terminates, Claims Administrator shall deny those claims. If the Plan Sponsor wants to negotiate a different arrangement, the Plan Sponsor must contact the Claims Administrator no later than the start of the fourteenth month after the date this Contract terminates.

This "Claims Runout" provision shall survive termination of this Contract.

9. DISCLOSURE

It is recognized and understood by the Plan Sponsor that the Claims Administrator is subject to all laws and regulations applicable to Claims Administrators and health care service contractors.

It is also recognized and understood by the Plan Sponsor that the Claims Administrator is not acting as an insurer and also is not providing stop-loss insurance.

10. OTHER PROVISIONS

10.1. Choice of Law

The validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the state of Washington, unless federal law applies. Any and all disputes concerning this Contract shall be resolved in King County Superior Court or federal court as appropriate.

10.2. Proprietary Information

The Claims Administrator reserves the right to, the control of, and the use of the words "Premera Blue Cross" and all symbols, trademarks and service marks existing or hereafter established. The Plan Sponsor shall not use such words, symbols, trademarks or service marks in advertising, promotional materials, materials supplied to Members or otherwise without the Claims Administrator's prior written consent which shall not be unreasonably withheld.

The Claims Administrator's provider reimbursement information is proprietary and confidential to the Claims Administrator and will not be disclosed to the Plan Sponsor unless and until a separate Confidentiality Agreement is executed by the parties. For the purposes of this section, "provider reimbursement information" means data containing, directly or indirectly (a) diagnostic, procedures or other code sets; and (b) allowed amount, paid amount or any other financial information for In-Network and Out-Of-Network hospitals, clinics, physicians, other health care professionals, pharmacies and any other type of facility. Such data may or may not specifically identify providers. No other provision of this Contract or any other agreement or understanding between the parties shall supersede this provision.

10.3. Parties To The Contract

The Plan Sponsor hereby expressly acknowledges, on behalf of itself and all of its Members, its understanding that this Administrative Service Contract constitutes a Contract solely between the Plan Sponsor and the Claims Administrator, that the Claims Administrator is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting the Claims Administrator to use the Blue Cross Service Mark in the States of Washington and Alaska, and that the Claims Administrator is not contracting as the agent of the Association.

The Plan Sponsor further acknowledges and agrees that it has not entered into this Administrative Service Contract based upon representations by any person other than the Claims Administrator, and that no person, entity or organization other than the Claims Administrator shall be held accountable or liable to the Plan Sponsor for any of the Claims Administrator's obligations to the Plan Sponsor created under this Administrative Service Contract. This provision shall not create any additional obligations whatsoever on the Claims Administrator's part other than those obligations created under other provisions of this Administrative Service Contract.

10.4. Notice

Except for the notice given pursuant to the "Funding" subsection of Section 2, any notice required or permitted to be given by this Contract shall be in writing and shall be deemed delivered three (3) days after deposit in the United States mail, postage fully prepaid, return receipt requested, and addressed to the other party at the address as shown on the face page of this Contract or such other address provided in writing by the parties.

10.5. Integration

This Contract, including any appendices, amendments or attachments incorporated herein by reference, embodies the entire Contract and understanding of the parties and supersedes all prior oral and written communications between them. Only a writing signed by both parties hereto hereof may modify the terms.

10.6. Assignment

Neither party shall assign this Contract or any of its duties or responsibilities hereunder without the prior written approval of the other.

10.7. Survival

The following provisions shall survive the termination of this Contract:

- a. The funding of claims incurred prior to termination and processed during the runout period described in 8.7 Claims Runout. The funding provisions are described in subsections 2.8 and 3.4, and the payment of runout processing fees is described in subsection 8.7.
- b. The liability, hold harmless and indemnification provisions of subsection 4.3
- c. The Effect on Termination section in the Business Associate Agreement

10.8. Independent Contractors

All health care providers who provide services and supplies to a Member do so as independent contractors. None of the provisions of the plan or this Contract are intended to create, nor shall they be deemed or construed to create, any employment or agency relationship between the Claims Administrator and the provider of service other than that of independent contractors.

11. ATTACHMENTS TO THE ADMINISTRATIVE SERVICE CONTRACT

The following attach to and become part of the body of this Contract and they are herein incorporated by reference.

ATTACHMENT A – OUT-OF-AREA SERVICES

ATTACHMENT B – CENSUS INFORMATION

ATTACHMENT C – REPORTING

ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT F – CARECOMPASS360°

ATTACHMENT G – EXTENDED PAYMENT INTEGRITY SERVICES

ATTACHMENT H – PREMIER VALUE-BASED PROVIDER ARRANGEMENTS

ATTACHMENT A – OUT-OF-AREA SERVICES

As a Licensee of the Blue Cross and Blue Shield Association (BCBSA), the Claims Administrator has arrangements with other Blue Cross and/or Blue Shield Licensees ("Host Blues") for Members care outside the Service Area. These arrangements are called "Inter-Plan Arrangements." The Claims Administrator is required by BCBSA to disclose the information below about these Inter-Plan Arrangements to groups with which the Claims Administrator does business. The Plan Sponsor has consented to this disclosure to permit the Claims Administrator to satisfy its contractual obligations to BCBSA. This provision defines or modifies the rights and obligations of the parties under this Contract only for the processing of claims for care outside the Service Area.

The Inter-Plan Arrangements follow rules and procedures set by BCBSA. The Claims Administrator remains responsible to the Plan Sponsor for fulfilling its obligations under this Contract.

A Member's receiving services through these Inter-Plan Arrangements does not change covered benefits, benefit levels, or any eligibility requirements of the Plan.

The BlueCard[®] Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' In-Network Providers. The Host Blue is responsible for contracting and handling all interactions with its In-Network Providers. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (Non-Contracted Providers). This Attachment explains how the Plan pays both types of providers.

Note: The Claims Administrator processes claims for the Prescription Drugs benefit directly, not through an Inter-Plan Arrangement.

BlueCard Program

Except for copays, the Claims Administrator will base the amount Members must pay for claims from Host Blues' In-Network Providers on the lower of the provider's billed charge for the covered services or the Allowed Amount that the Host Blue made available to the Claims Administrator.

Most often, the Plan Sponsor's liability for those claims is calculated based on the same amount on which the Member's liability is calculated. However, sometimes the Host Blue's Allowed Amount may be greater than the billed charges if the Host Blue has negotiated with an In-Network Provider an exclusive allowance (such as a per-case or per-day amount) for specific services. This excess amount may be needed to secure (a) the provider's participation in the Host Blue's network and/or (b) the overall discount negotiated by the Host Blue. Because the Member never has to pay more than the billed charge, the Plan Sponsor may be liable for the amount above the provider's billed charge even when the Member's deductible, if any, has not been satisfied.

Host Blues determine Allowed Amounts for covered services, which are reflected in the terms of their In-Network Provider contracts. The Allowed Amount can be one of the following:

- An actual price. An actual price is a negotiated amount passed to the Claims Administrator without any other increases or decreases.
- An estimated price. An estimated price is a negotiated price that is reduced or increased to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives.
- An average price. An average price is a percentage of billed charges for the covered services representing the aggregate payments that the Host Blue negotiated with all of its In-Network Providers or its In-Network Providers in the same or similar class. It may also include the same types of claim- and non-claim-related transactions as an estimated price.

The use of estimated or average pricing may result in a difference between the amount the Plan Sponsor pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the Host Blue's Allowed Amount for a claim is final for that claim. No future estimated or average price adjustment will change the pricing of past claims.

Any positive or negative differences in estimated or average pricing on a claim are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts to be charged to the Plan Sponsor will be adjusted in a following year, as necessary, to account for over- or underestimation of past years' prices. The Host Blue will not receive compensation from how the estimated or average price methods, described above, are calculated. Because all amounts paid are final, neither variance account funds held to be paid in the following year, nor the funds expected to be received in the following year, are due to or from the Plan Sponsor. If this Contract terminates, the Plan Sponsor will not receive a refund or charge from the variance account.

Variance account balances are small amounts compared to overall claims amounts and will be drawn down over time. Some Host Blues may retain interest earned, if any, on funds held in variance accounts.

Clark County Providers Services in Clark County, Washington are processed through BlueCard. However, some providers in Clark County do have contracts with the Claims Administrator. These providers will submit claims directly to the Claims Administrator and benefits will be based on the Claims Administrator's Allowed Amount for the covered service or supply.

Value-Based Programs Members might receive covered services from providers that participate in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and coordinating care when the Member is seeing multiple providers. Some of these programs are similar to those the Claims Administrator has in Washington. Types of value-based programs are accountable care organizations, global payment/total cost of care arrangements, patient-centered medical homes and shared savings arrangements.

The Host Blue may pay VBP providers for meeting standards for treatment outcomes, cost and quality, and coordinating care over a period of time called a measurement period. The Claims Administrator then passes these payments through to the Plan Sponsor. Sometimes, VBP payments are made before the end of the measurement period.

The Host Blue may bill VBP payments for Members in one of two ways:

- **In the Allowed Amount** Host Blues may adjust the Allowed Amount for VBP provider claims to include VBP payments. The actual dollar amount or a small percentage increase may be included.

If the VBP pays a fee to the provider for coordinating the Member's care with other providers, the Host Blues may also bill these fees with claims. They will use a separate procedure code for care coordination fees.

Members will have to pay a share of VBP payments when Host Blues include VBP charges in claims and a deductible or coinsurance applies to the claim. Members will not be billed for any VBP care coordination fees.

- **Billed Separately** Instead of adjusting claims, some Host Blues bill VBP payments as a "per Member per month" (PMPM) charge for each Member who participates in the Value Based Program. The Claims Administrator passes these PMPM amounts on to the Plan Sponsor.

Some Host Blues' claims adjustments or PMPM amounts used for VBP payments may be estimates. As a result, these Host Blues hold part of the amounts paid by the Plan Sponsor and Member in a variance account. The Host Blues will use these funds to adjust future VBP payments as explained under "BlueCard Program" above.

Taxes, Surcharges And Fees

In some cases, a law or regulation may require that a surcharge, tax, or other fee be applied to claims under this Plan. When this occurs, the Claims Administrator will disclose that surcharge, tax or other fee to the Plan Sponsor as part of its liability.

Non-Contracted Providers

When covered services are provided outside the Claims Administrator's Service Area by Non-Contracted providers, the Allowed Amount will generally be based on either the Claims Administrator's Allowed Amount for these providers or the pricing requirements under applicable law. Members are responsible for the difference between the amount that the Non-Contracted Provider bills and this Plan's payment for the covered services. Please see the definition of "Allowed Amount" in Section 1 in this Contract for details on Allowed Amounts.

Return of Overpayments

Recoveries of overpayments can arise in several ways. Examples are anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts will generally be applied on either a claim-by-claim or prospective basis. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to the Plan Sponsor separately. The fee is usually a percentage of the amount recovered.

Unless otherwise agreed to by the Host Blue, the Claims Administrator may request adjustments from the Host Blue for full refunds from providers due to the retroactive cancellation of Members, but never more than one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with retroactive cancellations may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or its provider contracts or would jeopardize its relationship with its providers.

Blue Cross Blue Shield Global® Core

If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core helps Members access a provider network, they will typically have to pay the provider and submit the claims themselves to get reimbursement for covered services. However, if Members need hospital inpatient care, the Service Center can often direct them to hospitals that will not require them to pay in full at the time of service. These hospitals will also submit the Member's claims to Blue Cross Blue Shield Global Core.

Fees and Compensation

In-Network Providers The Plan Sponsor understands and agrees to reimburse the Claims Administrator for certain fees and compensation which the Claims Administrator is obligated under applicable Inter-Plan Programs requirements to pay to the Host Blues, to BCBSA, and/or to Inter-Plan Programs vendors, as described below. The fees may be revised in accordance with Inter-Plan Programs standard procedures, which do not provide for prior approval by any plan sponsor. Such revisions typically are made on January 1, but may occur at any time. Revisions do not necessarily coincide with the Plan Sponsor's benefit period under this Contract.

Only the "access fee" can be charged separately each time a claim is processed. The access fee is charged by the Host Blue to the Claims Administrator for making its applicable provider network available to Members. The access fee will only apply to In-Network Providers' claims. If such a fee is charged, it will be a percentage of the discount/differential the Claims Administrator receives from the Host Blue. The access fee will not exceed \$2,000 for any claim.

All other Inter-Plan Programs-related fees are covered by the Claims Administrator's general administration fee. See "Attachment D – Fees of the Claims Administrator."

Non-Contracted Providers All fees related to Non-Contracted Provider claims are covered by the Claims Administrator's general administration fee.

ATTACHMENT B – CENSUS INFORMATION

Administration Fees, effective January 1, 2023, are based on the following:

Number of Active and Retired Members:	716	
	Employee	Dependents
Medical	280	436

Number of COBRA Members:	6	
	Employee	Dependents
Medical	4	2

Other Carriers Offered: **None**

ATTACHMENT C – REPORTING

A standard package of reports covering the Contract Period will be provided to the Plan Sponsor within the fees set forth in "Attachment D – Fees Of The Claims Administrator." The reports will cover:

- Funding revenue
- Paid claims
- Census data
- Claims summaries by:
 - Provider type
 - Service type
 - Coverage type

Please note that reports, format, and content may be modified from time to time as needed.

If the Plan Sponsor requests a report that includes information not provided in our standard package of reports or a custom format for standard data, we reserve the right to charge additional fees as needed for that report.

ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

**ATTACHMENT D
to the Administrative Service Contract
between**

**PREMERA BLUE CROSS
and
City of Marysville
Group Number: 4018895
Effective: 1/1/2023 through 12/31/2023**

Pursuant to the Administrative Service Contract, the Plan Sponsor shall pay the Claims Administrator the fees, as set forth below, for administrative services.

Administration Fees:

\$56.95 per employee per month

Administration Fee Breakdown:

Administration Fee (Medical/Rx)	\$56.95
Total	\$56.95

Claims Runout Processing Fee:

The charge for processing runout claims is an amount equal to the active administration fee at the time of termination, times the average number of subscribers for the 3-month period preceding the termination date, times two.

BlueCard Fee Amount:

BlueCard Fees are tracked and billed monthly in addition to claims expense.

Value-Based Program Payments

Provider groups enter into agreements with Premera or other Blue Cross and/or Blue Shield Licensees (Host Blues) for value-based programs. Such programs include the Blue Distinction Total Care program, Global Outcomes Contracts, accountable care organizations, patient-centered medical homes, shared savings arrangements, and global payment/total cost of care arrangements. Premera and the Host Blues may pay value-based program providers for meeting the programs' standards for treatment outcomes, cost, quality, and care coordination. The Plan Sponsor shall pay the Claims Administrator a per-member-per month (PMPM) amount established for each value-based program provider group. The PMPM amount will be multiplied by the number of the Plan Sponsor's Members that are attributed to each provider group. The PMPM amounts differ between the provider groups, and may change during the Contract Period.

Fee For Class Action Recoveries

The Plan Sponsor shall pay the Claims Administrator a fee for its work in pursuing class action recoveries on behalf of the Plan Sponsor as described in Subsection 3.5. The fee shall be a proportionate share of \$50,000, based on the proportion of the amount recovered on behalf of the Plan Sponsor compared to the total amount recovered by the Claims Administrator for all lines of business.

Federal No Surprise Billing

The Plan Administrator will reimburse the Claims Administrator for reasonable amounts expended by the Claims Administrator or the Blue Cross Blue Shield Association licensee that are associated with each Independent Dispute Resolution as defined under federal law, including but not limited to the Independent Dispute resolution entity's fee and any necessary attorneys' fees.

SaveOnSP Program

SaveOnSP maximizes plan savings for select non-essential health benefit specialty drugs listed at www.premera.com/saveonsp through application of drug manufacturer coupons and covers the cost-share for participating Members. To participate, Members must contact SaveOnSP at 1-800-683-1074 to enroll before filling applicable prescriptions. Costs for the SaveOnSP program are calculated as the (i) required Member cost-share of applicable coupons; (ii) Member fills in excess of manufacturer coupon funding; (iii) amounts due if member is ineligible for manufacturer program assistance, and (iv) 25% of reported plan savings, which are invoiced monthly in the Claims invoice. Amounts in (i), (ii) and (iii) will not have to be subject to reported plan savings.

CareCompass360°

See "Attachment F – Carecompass360°" for an overview of services provided. Services are included in the Claims Administrator's Administration Fee except where stated below.

Personal Health Support (See Appendix 2)	Not included in Administration Fee. \$300 per actively engaged Member per month of active engagement.	
BestBeginnings Maternity (See Appendix 3)	Engagement fee:	\$50 one-time fee per Member when the Member registers for the program and downloads the mobile application
	High Risk Maternity Case Management	\$350 additional one-time fee for Members engaged in high-risk case management
Neonatal Intensive Care Risk Assessment & Case Management (See Appendix 4)	Fee waived	

Extended Payment Integrity Services:

Claims Administrator will perform the services listed below on a pay-for-performance, contingent fee ("Contingent Fee") basis, which shall be calculated as a percentage of the gross amount recovered or saved with respect to any particular claim. See "Attachment G – Extended Payment Integrity Services" for an overview of services provided.

Payment Integrity Category	Contingent Fee
Coordination of Benefits	35 percent
Subrogation	<p>35 percent unless Claims Administrator, in its sole option or discretion, engages outside counsel, in which case the Contingent Fee amount shall be 35 percent, whether or not the case involves litigation or other dispute resolution process.</p> <p>35 percent if, after Claims Administrator has worked a subrogation case, the Plan Sponsor takes over responsibility for the case and settles directly.</p> <p>In all cases, Plan Sponsor is also responsible for payment of any court costs, such as filing fees, witness fees or court reporter fees.</p>
Provider Billing Errors	35 percent
Credit Balance	35 percent
Hospital Billing and Chart Review	35 percent
Advanced Claim Editing	35 percent

ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT

The Plan Sponsor should keep its signed business associate agreement and any signed amendments behind this page.

ATTACHMENT F – CARECOMPASS360°

Claims Administrator agrees to make available to the Plan Sponsor certain components of the CareCompass360° program, which are more particularly described in the appendices attached hereto and incorporated herein. Claims Administrator, in its sole and absolute discretion, may upgrade, change Program Managers or otherwise modify these services. Fees for these services are shown in "Attachment D – Fees Of The Claims Administrator."

General Provisions

- The parties understand, acknowledge and agree that the services provided to the Plan Sponsor hereunder are designed only for availability to the population of Plan Sponsor Members eligible for such services and not for application to each and every Member.
- **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Attachment shall remain valid and enforceable according to its terms.

Appendix 1 Care Facilitation Services

Claims Administrator agrees to provide the following care facilitation services.

Service	Description
Care Management	
Clinical review	Prospective and retrospective review for medical necessity, appropriate application of benefits. Independent medical review and independent clinical management which may include advanced imaging (as well as Member shopping tools), radiation oncology therapy, sleep studies and genetic testing are administered by the Claims Administrator's designated Program Manager(s).
Quality Programs	Includes provision of evidence-based clinical practice and preventive care guidelines to Members and providers, chart tools, and quality of care program activities.
NurseLine	Round-the-clock access for Members to registered nurses to answer questions about their health care administered by the Claims Administrator's designated Program Manager.
Pharmacy	
Prescription drug formulary promotion	Development of formulary and access to providers and Members on-line
Physician-based pharmacy management	Physician education on cost-effective prescribing
Enhanced Controlled Substances Utilization Program (Opioid Management)	Our program, administered by the Claims Administrator's designated Program Manager, identifies and investigates Members who show signs of drug misuse or addiction. When warranted, these Members will only be able to get opioid prescriptions from a particular pharmacy and may also be restricted to one prescriber.
ePocrates	Software to provide physicians with up-to-date drug and plan formulary information.
Point-of-sale Pharmacy	Follow-up with Members and physicians to minimize inappropriate or excessive drug therapies identified when drugs are dispensed.
Virtual Care	The Claims Administrator has contracted with one or more vendors (Program Managers) that uses interactive audio and video technology or using store and forward technology in real-time communication between the Member at the originating site and the provider for diagnoses, consultation, or treatment. Services must meet the following requirements: <ul style="list-style-type: none"> • Covered service under this Plan

	<ul style="list-style-type: none">• Originating site: hospital, rural health clinic, federally qualified health center, physician's or other health care provider office, community mental health center, skilled nursing facility, home, or renal dialysis center, except an independent renal dialysis center• If the service is provided through store and forward technology, there must be an associated office visit between the Member and the referring provider.• Is Medically Necessary
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Appendix 2

Personal Health Support Services

Services of the Personal Health Support program may include:

- Telephonic personal health support, including a clinician designated as the participant's single point of contact for personal health support.
- Engagement team triage
- Periodic reporting on program enrollment and activities

Eligible Health Conditions

Members eligible for services include those who are classified by Claims Administrator, in its sole discretion, using its own methodology or criteria, as high-risk and/or have two (2) or more of the chronic conditions designated by Claims Administrator for the program. Claims Administrator may change the methodology for determining eligibility or terms of or criteria for eligibility, at its sole discretion, from time to time.

Active Engagement

The separate monthly program fee is charged only for Members who are actively engaged in personal health support services during the month. "Active engagement" means that a Member or their authorized designee (such as the parent of a minor child or an individual with power of attorney) has at least one (1) two-way conversation with their personal health support clinician in which health goals are discussed. The initial outreach contact to the Member does not count. No charges are made for a month in which there is no active engagement.

Appendix 3

BestBeginnings Maternity Program

The BestBeginnings Maternity program offers education and support services to pregnant Members and case management for pregnant Members identified as high risk. Member participation is voluntary. The program helps educate Members about normal symptoms of pregnancy, as well as risks and problems, including warning signs.

BestBeginnings Program Description

The BestBeginnings program has two components:

- A mobile application, administered by the Claims Administrator's designated Program Manager, for the Member's smartphone or tablet. Members can download this mobile application from the Internet after they register for the BestBeginnings program. There is no charge to the Member. The application covers important health issues in pregnancy. It provides surveys to help identify high-risk pregnancies and post-partum depression. It also offers information, tools, milestones, alerts on pregnancy-related issues, and reminders. Content is updated quarterly as needed.
- The Claims Administrator will provide outreach to Members identified as having the potential for a high risk pregnancy. These Members can click in the mobile application to call one of the Claims Administrator's maternity specialists. These specialists are the Claims Administrator's personal health support clinicians who have specific maternity training. Maternity specialists are available from 6:00 a.m. to 8:00 p.m. on Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday, Pacific time.

Appendix 4

Neonatal Intensive Care Risk Assessment and Case Management

The Neonatal Intensive Care Unit (NICU) Program provides case management for babies admitted to the NICU. The program is administered by the Claims Administrator's designated program manager (the "Program Manager"). The Claims Administrator and/or the hospital refers Members who are admitted to the NICU or a specialty care nursery to the Program Manager. The Program Manager then contacts the parents to get consent for the newborn Member to participate in the NICU Program. Member participation is voluntary.

Services include:

- Coordination of care for newborns throughout their stays in the NICU
- Assistance with management of the baby's care from discharge to the baby's transition home
- Comprehensive booklet that educates parents about the NICU and the needs of the child in the NICU
- Measures health outcomes
- Recommends appropriate levels of care to the Claims Administrator

ATTACHMENT G – EXTENDED PAYMENT INTEGRITY SERVICES

Claims Administrator, through its designated Program Manager shall provide a set of Extended Payment Integrity Services to the Plan Sponsor as described below. Claims Administrator will perform these services on a pay-for-performance, contingent fee ("Contingent Fee") basis, which shall be calculated as a percentage of the gross amount recovered or saved with respect to any particular claim. Contingent Fees are shown in "Attachment D – Fees Of The Claims Administrator."

Payment Integrity Category	Explanation of Services
<p>Coordination of Benefits</p>	<p>Claims Administrator’s investigators and auditors will work to identify and pursue overpayments due to Member’s missing or inaccurate COB information. Claims Administrator utilizes questionnaires and interviews with providers, employers and Members to determine if Plan Sponsor's Plan is primary or secondary.</p>
<p>Subrogation</p>	<p>Claims Administrator’s investigators, auditors and attorneys identify and pursue overpayments due to Subrogation opportunities. Claims Administrator’s research to obtain accurate subrogation information and determine group’s subrogation rights include questionnaires and interviews with providers, employers and Members. As Claims Administrator deems necessary, Claims Administrator manages attorney and Member notification, coordinates case documentation, coordinates with potentially responsible parties and provides representation for hearings.</p> <p>Claims Administrator will notify Plan Sponsor in the event that Claims Administrator recommends that the Plan Sponsor file suit. Plan Sponsor retains the right to authorize or deny any legal action.</p> <p>Claims Administrator will not initiate legal action to enforce the plan's subrogation provision without prior approval from the Plan Sponsor.</p> <p>If Plan Sponsor brings any legal action on its own, Plan Sponsor will be solely responsible for the case, and (1) The Claims Administrator will cooperate with the Plan Sponsor; (2) Any court costs and attorneys' fees incurred in pursuing such subrogation claims shall be the responsibility of the Plan Sponsor; and (3) If Claims Administrator had already opened a subrogation case, Plan Sponsor shall pay Claims Administrator its subrogation fee set forth in "Attachment D – Fees Of The Claims Administrator." (If Claims Administrator had not already opened a subrogation case, no fees shall be due the Claims Administrator.)</p>
<p>Provider Billing Errors</p>	<p>Claims Administrator’s post-payment editing programs and investigators and auditors perform additional screens and tests where billing information is inconsistent with age/services rendered</p>

Payment Integrity Category	Explanation of Services
	or where there appears to be up-coding or unbundling of services. A recovery process is then employed to request and recover verified overpayments.
Credit Balance	This service requires an on-site review of the provider's financial records and discussions with their staff. Credit balances are verified as owed to Plan Sponsor and the source of the credit is determined. The credit is reviewed with the provider and approved for payment back to Claims Administrator or the Plan Sponsor.
Hospital Billing and Chart Review	<p>This service requires an on-site review of the Member's medical charts and interviews with provider staff by registered nurses. The Program Manager ensures that:</p> <ul style="list-style-type: none"> • Service is consistent with diagnosis and billing is consistent with services. • There has been no unbundling of services, diagnosis up-coding or billing maximization. • Services rendered were prescribed by the physician and the doctor's notes were signed. • Standardized billing and payment policies were used.
Advanced Claim Editing	<p>This service uses software or certified coders to analyze medical claims prior to payment to determine appropriateness of billed services on a given claim and how they relate to other data on that claim, or on any historical claims. This includes:</p> <ul style="list-style-type: none"> • Comparing billed service codes against number of units. • Comparing billed service codes against diagnosis codes. • Comparing length of stay with services provided. • Leveraging claims history to validate reasonableness of the services provided. • Leveraging industry trends and billing practices to identify issues. • Review of medical records to support services rendered.

ATTACHMENT H – PREMIERA VALUE-BASED PROVIDER ARRANGEMENTS

The Claims Administrator provides access for Members to provider groups that participate in Claims Administrator's value-based programs (VBPs). VBPs focus on improving treatment outcomes, cost and quality, and coordinating care when the Member is seeing multiple providers.

The Claims Administrator pays VBP providers for meeting standards for treatment outcomes, cost and quality, and coordinating care over a period of time called a measurement period. The Claims Administrator will then pass these VBP payments through to the Plan Sponsor.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Presentation

AGENDA SECTION: **New Business**

SUBJECT: 2022 Transportation Benefit District (TBD) Annual Report

SUGGESTED ACTION: Recommended Motion: I move to approve the 2022 Transportation Benefit District Annual Report.

SUMMARY: Per RCW 36.73.160(2), the Marysville Transportation Benefit District is required to issue an annual report detailing the District’s revenues, expenditures and status of projects, including cost and construction schedules. The report is to be distributed to the public and newspaper of record. Attached for your review and approval is the 2022 Transportation Benefit District Annual Report and presentation. The presentation includes a project breakdown with a description of expenditures, project photos and map.

ATTACHMENTS:
[2022 TBD Annual Report Letter.pdf](#)
[2022 TBD Annual Report Presentation.pdf](#)



May 10, 2023

Official Notice of 2022 Annual Report

NOTICE IS HEREBY GIVEN that the City Council is issuing the Marysville Transportation Benefit District 2022 Annual Report to the Marysville residents.

The Marysville Transportation Benefit District (MTBD) was created on January 13, 2014. The creation of the MTBD established the boundaries as the entire City of Marysville as it currently exists or any adjustment to the boundaries in the future. In April, 2014 the citizens of Marysville approved a ballot measure authorizing the MTBD to collect two tenths of one percent sales tax for a period of 10 years.

Revenues from this tax are to be dedicated for the purposes of ongoing transportation improvements that preserve, maintain and as appropriate, construct or reconstruct the transportation infrastructure of the City of Marysville.

The MTBD is governed by the City of Marysville Council. The MTBD began receiving sales tax receipts in December, 2014.

2022 Report

2022 Financial Summary of the MTBD activity (as of 12/31/2022):

Sales Tax & Investment Income	<u>\$4,024,174</u>
TOTAL REVENUES	<u>\$4,024,174</u>
2020 OVERLAYS TOTAL	\$57,145
2021 OVERLAYS TOTAL	\$29,104
2022 OVERLAYS TOTAL	\$1,559,850
2023 OVERLAYS TOTAL	\$32,046
SUNNYSIDE BLVD & 52ND AVE NE	\$85,183
SUNNYSIDE BLVD & 53RD AVE NE	\$65,846
8TH STREET IMPROVEMENTS	\$668,476
80TH ST NE NON-MOTORIZED	\$45,732
SOPER HILL & 71ST AVE NE	\$141
TOTAL EXPENDITURES	<u>\$ 2,543,523</u>
CITY OF MARYSVILLE	

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

Sandy Langdon, Interim Finance Director
Dated December 31, 2022

2022 Transportation Benefit District Annual Report



Transportation Benefit District (TBD)



Background

Why the TBD was Established?

The TBD was formed by the Marysville City Council in 2013 to replace the transportation funding used to preserve, maintain and expand the City's transportation infrastructure.

What is a TBD?

The TBD is a separate and independent taxing district authorized by state law and created for the sole purpose of repairing, building, improving, preserving and funding transportation improvements within the district. Due to changes in State Law, the City has assumed all rights, powers, immunities, functions and obligations of the TBD. (see Ordinance No. 3006)

What is the Funding Source?

On April 2014, Marysville voters approved a 0.2% sales and use tax increase. The tax increase went into effect on October 1, 2014. The revenue from the sales tax is estimated to generate \$1.6 million per year over a 10-year period towards TBD-designated projects.

Additional Information is available on the City's Website at: <http://marysvillewa.gov/index.aspx?NID=585>

Transportation Benefit District (TBD)



TBD Oversight

The Marysville City Council oversees the Transportation Benefit District. TBD business will be conducted with regular City Council business at City Council meetings held on the second and fourth Monday's of the month. Meetings are held at the Marysville City Hall, Council Chambers, 1049 State Avenue.

City Council

Kamille Norton, Council President

Peter Condyles

Stephen C. Muller

Tom King

Michael A. Stevens

Kelly Richards

Mark A. James

Mayor

Jon Nehring

Questions or Comments:

Please contact the City of Marysville Public Works Department at (360) 363-8100.

2022 Transportation Benefit District



2022 Pavement Preservation - \$1,560,000

The 2022 Pavement Preservation Program included asphalt resurfacing at the locations shown below. This work included pavement repair, pavement overlay, and replacement of sidewalks ramps as required under ADA at locations per below.

- 152nd St NE (Smokey Point Blvd to City/County line) - \$998,000
- 51st Ave NE (152nd St NE to City limits) - \$250,000
- Shoultes Rd (100th St NE to 51st Ave NE) - \$312,000

2022 Transportation Projects - \$865,237

- Sunnyside Blvd and 52nd Ave NE Intersection (PE+RW+CN) - \$85,183
- Sunnyside Blvd and 53rd Ave NE Intersection (PE+RW) - \$65,846
- 8th Street Improvements from State Ave to Ash Ave (CN) - \$668,476

2022 PPP: 152nd St NE (Smokey Point Blvd to City/County line)



Project Cost: \$998,000



2022 PPP: 51st Ave NE (152nd St NE to City limits)



Project Cost: \$250,000



2022 PPP: Shoultes Rd (100th St NE to 51st Ave NE)



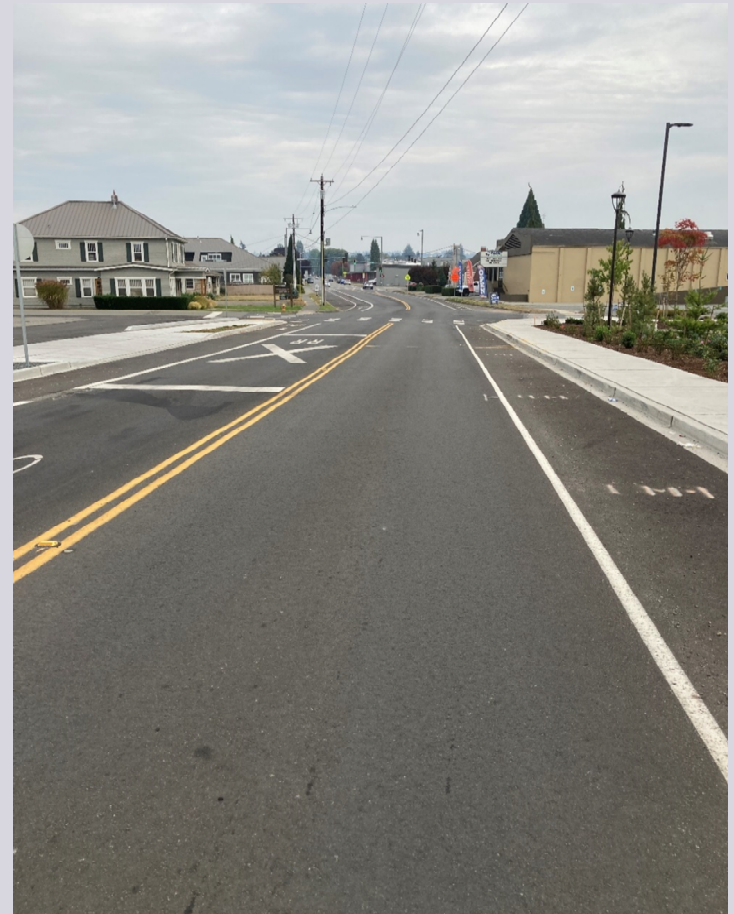
Project Cost: \$250,000



2022 PPP: 8th Street (Ash Ave to State Ave)



TBD Funding: \$668,476



TBD Snapshot



- Revenues generated from TBD sales tax revenue have continued to trend higher than anticipated. Original estimates were \$1.6M annually.
- Estimated revenue, planned TBD expenditures and year-end balances are shown below.

	2022	2023
Carryover	\$5.61M	\$7.18M
Projected Revenue	\$3.95M	\$3.90M Est
Expenditures	\$2.69M	\$5.95M Est
Remaining Balance	\$7.18M	\$5.13M

TBD Map

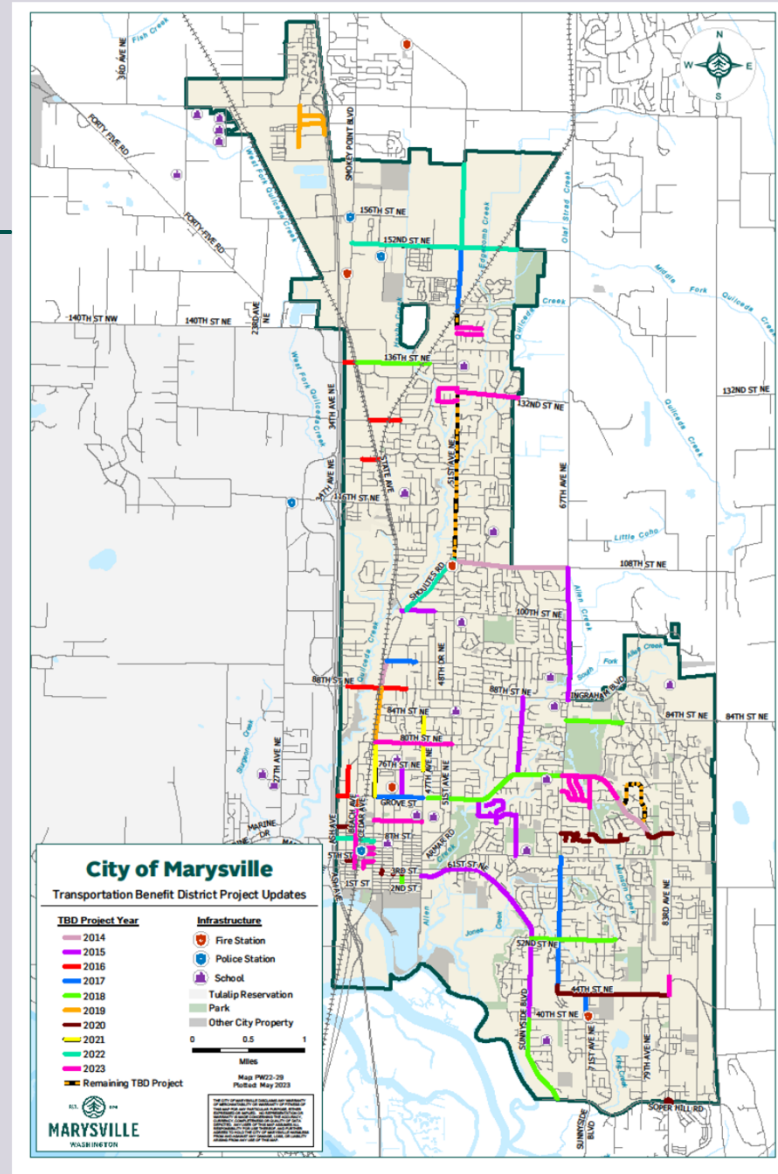
Map shows projects completed by year from 2014 to 2022, planned projects for 2023 and remaining TBD project locations

2022 Overlay Projects:

- 152nd St NE
- Shoultes Road
- 51st Ave NE

2022 Projects:

- 80th St NE Non-Motorized
- Sunnyside/52nd Ave NE
- Sunnyside/53rd Ave NE
- 8th Street Improvements



Questions





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 2020 City Safety RRFBs Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the 2020 City Safety RRFBs project.

SUMMARY: The City was awarded funds from Washington State Department of Transportation (WSDOT) Highway Safety Improvement Program, toward the 2020 City Safety RRFBs project. The project will install Rectangular Rapid Flashing Beacons (RRFBs) and associated crosswalk improvements at 100th St NE & 55th Ave NE and 51st Ave NE & 139th PI NE. The Local Agency Agreement (LAA) with WSDOT will obligate \$95,800.00 in federal funds to be used toward construction.

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

ATTACHMENTS:
[LAA_2020 RRFBs_rev2.pdf](#)

Agency

Address

<p>CFDA No. 20.205 - Highway Planning and Construction (Catalog of Federal Domestic Assistance)</p> <p>Project No.</p> <p>Agreement No.</p> <p style="text-align: center;">For WSDOT Use Only</p>

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name	Length
Termini	
Description of Work	

Project Agreement End Date

Proposed Advertisement Date

<p>Claiming Indirect Cost Rate</p> <p>Yes No</p>

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

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

promptly to the State.

IX. Payment of Billing

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

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

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

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

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
9. **Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



**Local Agency Federal Aid
Project Prospectus**

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

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

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

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes

Description of Proposed Work

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

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

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

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

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

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

Environmental Considerations

Agency	Project Title	Date
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Right of Way

No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	Right of Way Needed	
	No Relocation	Relocation Required

Utilities

Railroad

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

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

FAA Involvement

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

Remarks

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

Date _____ Agency
 By _____ Mayor/Chairperson



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Risk and Program Manager Leah Tocco, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: July 1, 2023 to June 30, 2024 Property and Cyber Insurance Renewal

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the July 2023 through June 2024 Property and Cyber Insurance Policy renewal at an annual cost of \$406,777.02.

SUMMARY:

The City of Marysville Property and Cyber insurance policy expires June 30, 2023 and is due for annual renewal. The proposed renewal policy has a rate increase of 32.15%. This rate increase is attributed to an increase over the past few years of weather related events across the country and the severity of these events, which have impacted the insurance market. Additionally the valuation of property for replacement costs has continued to increase. Alliant, the City's insurance broker, fully marketed our property and cyber programs and found the quoted premium levels the most competitive in the marketplace. The renewal cost below maintains our current property deductible.

Year-over-Year Rate and Premium Comparison

City of Marysville	2022-2023 (at 03/08/2023)	2023-2024	Variance
Total Insurable Values (TIV)	\$173,396,590	\$186,380,831	7.49%
Earthquake TIV	Not applicable	Not applicable	N/A
Earthquake limit	Not covered	Not covered	N/A
Property annual cost	\$298,095.35	\$396,896.80	33.14%
Cyber liability annual cost	\$8,413.04	\$8,244.58	-2.00%
Pollution liability annual cost	\$1,305.86	\$1,635.64	25.25%
Total account rate (\$/100)	0.1775204	0.2182505	22.94%
Total annual property cost	\$307,814.25	\$406,777.02	32.15%

ATTACHMENTS:

- [1. 2023-2024 City of Marysville AIP PROPOSAL.pdf](#)



City of Marysville



2023-2024

Alliant Property Insurance Program

Presented on June 20, 2023 by:

Brian White
Senior Vice President

Jamie Arnoldi
Account Manager Lead

Anne Shackelford
Vice President

July 1, 2023 – July 1, 2024

EXECUTIVE SUMMARY

Attached please find the annual renewal summary of the Alliant Property Insurance Program (APIP) for the 7/1/2023 renewal. An overview of the most significant issues is discussed here.

The property market is proving very challenging as we approach the 7/1/2023 APIP renewal. Weather related events are problematic to the insurance industry and the frequency and severity of these events has increased over the last few years. Recent weather events adversely impacting both the capacity and the pricing of direct carriers and reinsurers include:

- 2022 Hurricane Ian (estimated \$53B in insured losses – the second most costly hurricane in history);
- 2022 Winter Storm Elliott (impacted 42 states and insured damage estimates of \$5.4B);
- 2021 Winter Storm Uri (estimated \$15B in insured losses primarily in Texas and Oklahoma);
- 2021 Hurricane Ida (estimated \$40B in insured losses from Gulf Coast to Northeastern States – fourth most costly hurricane in history)
- U.S. Wildfires (Over \$10B in insured losses in 4 of last 5 years)

In addition, underwriters are concerned about valuation and ensuring that an insured’s reported values properly and accurately reflect their exposure. APIP closely monitors insured values for accuracy including application of a 7.5% trend factor for real and personal property. Due to the conditions described above, we expect insureds in the APIP program to have rate increases at renewal. Generally, insured’s that are loss free and/or non-Catastrophe (CAT) exposed will have lower than average rate increases while insured’s that are loss challenged and/or CAT exposed will have higher than average rate increases.

For the 2023/24 renewal, Berkshire Hathaway Specialty Insurance (BHSI) will lead the first \$25,000,000 of the program. Maximum program limits are \$800,000,000 to \$1,000,000,000 and will be placed with worldwide markets rated at A.M. Best A- VII or higher. Insureds should note several key highlights for this year’s renewal:

- Boiler & Machinery cover for participating insureds of the APIP Boiler Program will be maintained with Hartford Steam Boiler (HSB), who will also continue to perform required jurisdictional inspections.
- Cyber (Privacy Liability) Coverage for both 1st and 3rd parties from the Beazley Syndicate at Lloyd’s, A.M. Best Rated A XV, (for those eligible insureds) with coverage as outlined on the following proposal will be provided. Additional excess options are available, if requested for insureds with good security controls in place. The Cyber market has become extremely volatile in the past 2 years primarily due to a pronounced increase in ransomware claims and worldwide unrest. Due to the difficulty of even maintaining Cyber coverage for many public entities, we believe the Cyber coverage provided by APIP represents one of the best values in the marketplace. **Please note claims reporting timeframe limitations for this coverage**
- Pollution Coverage for both 1st and 3rd parties from Ironshore Specialty Insurance Company, A.M. Best Rated A XV, (for those eligible insureds) with coverage as outlined on the following proposal will be provided. **Please note claims reporting timeframe limitations for this coverage**
- Vehicles/Contractor’s Equipment – please note on the attached proposal whether the vehicle/contractors equipment valuation is Replacement Cost (new) or Actual Cash Value (ACV). If Replacement Cost (new) valuation is needed, the insured must submit a schedule of vehicles or a vehicle valuation reporting form (provided in the pre-renewal packet) and vehicles must be valued at today’s Replacement Cost (new). If values are not reported at Replacement Cost (new), the vehicle/contractor’s equipment valuation basis will be ACV

Alliant Business Services (ABS) continues to play a significant role not only in providing various types of loss control services, but also in providing appraisal services, business interruption values consultation, and infrared testing. Please see inserts for further details on ABS services provided. For the program, property valuations continue to be a key focus. As a reminder, it is underwriters’ intent to have all buildings with a scheduled value of \$5,000,000 or more appraised once every seven to ten years. This service is included in the total program cost. Insureds may also choose to have lower valued buildings appraised. The cost to have all, or specific buildings appraised that are valued on an insureds schedule between \$25,000 and \$5,000,000 will be quoted at the time the request is made.

Please review important Disclosure and Loss Notification information included in your renewal materials. Your review and acknowledgement of these documents are required via your signature, once you authorize a request to bind coverage with your Alliant representative. Although this proposal is as complete as possible, the program is being negotiated up to the 7/1/23 effective date. We will endeavor to provide any known material changes prior to renewal.

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
July 1, 2023 – July 1, 2024
EXECUTIVE SUMMARY

\$10,000 All Risk Deductible

The following table depicts key financial statistics relative to last year:

Year-over-Year Rate and Premium Comparison

<u>City of Marysville</u>	<u>2022-2023</u> (at 03/08/2023)	<u>2023-2024</u>	<u>Variance</u>
Total Insurable Values (TIV):	\$ 173,396,590	\$ 186,380,831	7.49%
Earthquake TIV:	Not Applicable	Not Applicable	N/A
Earthquake Limit:	Not Covered	Not Covered	N/A
*Property Annual Cost:	\$ 298,095.35	\$ 396,896.80	33.14%
Cyber Liability Annual Cost:	\$ 8,413.04	\$ 8,244.58	-2.00%
Pollution Liability Annual Cost:	\$ 1,305.86	\$ 1,635.64	25.25%
Total Account Rate (\$/100):	0.1775204	0.2182505	22.94%
**Total Annual Cost:	\$ 307,814.25	\$ 406,777.02	32.15%

*Property Annual Cost includes: all premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes

** Total Annual Cost includes the following: Property Annual Cost

The following pages are coverage items currently under review with the APIP markets to be effective on July 1, 2023.

Thank you for your continued support of APIP. We look forward to working with you this next year. Please let us know if you have any questions about your renewal.

APIP SUMMARY OF PROPOSED CHANGES

BELOW IS A SUMMARY OF PROPOSED CHANGES FOR THE 2023-2024 POLICY PERIOD AS OF MAY 04, 2023

Coverage	2022-2023 Sub-limit / Deductible	2023-2024 Sub-limit / Deductible
Scheduled Landfill sub-limit	Not specified	\$5,000,000 Scheduled Landfills (as more fully defined in the policy); or 120% of values on on file with Alliant Insurance Services, Inc. whichever is less.
Personal Property Outside of USA	\$1,000,000 Personal Property Outside of the USA	\$1,000,000 Personal Property Outside of the USA (including associated business interruption)
Cyber Liability	Please refer to Proposal for Summary of Changes <i>if</i> coverage is purchased.	
Pollution Liability	Please refer to Proposal for Summary of Changes <i>if</i> coverage is purchased.	

Coverage	2022-2023 Master Policy Form	2023-2024 Master Policy Form
Policy Period	July 1, 2022 to July 1,2023	July 1, 2023 to July 1,2024
USA Form No.	18	19
Section I, E. 2 Sub-Limits of Liability		Scheduled Landfills; or 120% of values on file with Alliant Insurance Services, Inc. whichever is less.
Section I, E. 2 Sub-Limits of Liability	Personal Property outside the U.S.A.	Personal Property outside the U.S.A. (<u>including associated business interruption</u>)
Section II, B. 4. Off Premises Services Interruption	Last sentence: to an Insured Location. The coverage provided by this clause is sub-limited to USD as per Declaration Page.	Last sentence: to an Insured Location. The coverage provided by this clause is sub-limited to USD as per Declaration Page. <u>Coverage under this extension is subject to a 24-hour waiting period.</u>
Section II, B. 8. Debris Removal	This Policy also covers expenses incurred in the removal of debris of the property covered hereunder from the Insured Location that may be destroyed or damaged by a covered peril(s).	This Policy also covers expenses incurred in the removal of debris of the property covered hereunder from the Insured Location that may be destroyed or damaged by a covered peril(s).
Section II, B. 11. Increased Cost of Construction	See Policy	See Policy for details. Wording has been modified to provide clarity on intent.
Section II, B. 15. Transit	See Policy	See Policy for details. Wording has been modified to exclude Ocean Marine coverages.
Section II, D. 6	Library contents	Library contents value increased per 18.6% inflation value
Section II, D. 7	See Policy	See Policy for details. Wording has been modified for valuation on vehicles greater than 10 years of age to actual cash value.
Section IV, AF. Service of Suit Clause (USA) Applicable to Excess Carriers	See Policy	See Policy for details
Endorsement 1	1. Company means Lexington Insurance Company	1. Company means <u>any Insurance Company offering coverage under this policy.</u>

**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

PROPERTY PROPOSAL

TYPE OF INSURANCE: Insurance Reinsurance

NAMED INSURED: City of Marysville

DECLARATION: 5-Cities 5

POLICY PERIOD: July 1, 2023 to July 1, 2024

COMPANIES: See Attached List of Companies

**TOTAL INSURED
VALUES:** \$ 186,380,831 as of June 20, 2023

**ALL RISK
COVERAGES &
SUB-LIMITS:**

\$	200,000,000	Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.
\$	25,000,000	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
\$	1,000,000	Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.
	Not Applicable	Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.
	Not Covered	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
ALL RISK COVERAGES & SUB-LIMITS: (continued)	\$ 100,000,000	Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified.
	\$ 50,000,000	Extra Expense.

Per Bound TIV	\$10,000,000	Miscellaneous Unnamed Locations for Named Insureds with total insurable values greater than or equal to \$250,000,000 at time of binding or \$5,000,000 Miscellaneous Unnamed Locations for Named Insureds with total insurable values less than \$250,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant properties are sub-limited to \$2,500,000.
180 days		Extended Period of Indemnity
See Policy Provisions	\$50,000,000	or a Named Insured's Policy Limit of Liability if less than \$50,000,000, Automatic Acquisition for 120 days except: <ul style="list-style-type: none"> - \$25,000,000 Automatic Acquisition for 90 days for new sub-member and/or entity of an existing Pools, JPA or Group; - \$25,000,000 Automatic Acquisition for 90 days for Vacant properties; - \$10,000,000 Automatic Acquisition for 120 days for Licensed Vehicles; - \$2,500,000 Automatic Acquisition for 60 days for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii; - The peril of Earthquake is excluded for the states of Alaska and California; - If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
\$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
\$	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.
\$	5,000,000	or 120% of the scheduled values, whichever is less, for Scheduled Landfills (as more fully defined in the policy).
\$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than \$15,000,000 require underwriting approval and a premium charge.

ALL RISK COVERAGES & SUB-LIMITS: (continued)	\$	500,000	Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.
	\$	2,500,000	Unscheduled Fine Arts.
	\$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.
	\$	750,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	\$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery) except \$2,500,000 for vacant properties.
	\$	25,000,000	Transit - Physical Damage only.
	\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
	\$	2,500,000	Unscheduled Watercraft up to 27 feet.
		Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage.
	\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined

that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..

ALL RISK COVERAGES & SUB-LIMITS: (continued)	\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
	\$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$1,000,000 Per Occurrence – Per Policy Provisions.
	\$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
	\$	1,000,000	Claims Preparation Expenses.
	\$	50,000,000	Expediting Expenses.
	\$	1,000,000	Personal Property Outside of the USA (including associated Business Interruption).
		Not Covered	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
		Not Covered	for Communicable Disease.
	\$	100,000	Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
	\$	100,000	Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.
	\$	100,000,000	Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.
	\$	100,000,000	Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.
	\$	10,000,000	Electronic Data Processing Media.

VALUATION:

- Repair or Replacement Cost (RCV)
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment /Vehicles either Replacement Cost (RCV) or Actual Cash Value (ACV) as declared by each insured. If not declared, valuation will default to Actual Cash Value (ACV)

**EXCLUSIONS
(Including but not limited to):**

- Seepage & Contamination
- Cost of Clean-up for Pollution
- Mold

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

“ALL RISK”

DEDUCTIBLE: \$ 10,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

**DEDUCTIBLES FOR
SPECIFIC PERILS
AND COVERAGES:**

\$ 250,000 Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

\$ 100,000 All Flood Zones Per Occurrence excluding Flood Zones A & V.

Not Applicable for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.

Not Covered Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

\$ 1,000 Per Occurrence for Specially Trained Animals.

\$ 500,000 Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.

\$ 10,000 Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.

\$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
\$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
\$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
	24 Hour	Waiting Period for Service Interruption for All Perils and Coverages.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption.
	24 Hour	Waiting Period for Ingress/Egress
	24 Hour	Waiting Period for Civil Authority
	Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
\$	5,000	Per Occurrence for Contractor's Equipment.
	RC	Contractor's Equipment Valuation Basis

SPECIAL TERMS AND CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. However, the coverage costs are included in the APIP Total Cost noted below. Carriers providing these coverages are included in the Schedule of Carriers.

\$	100,000,000	Per Named Insured Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
\$	50,000	Per Occurrence Deductible for Primary Terrorism.
\$	600,000,000	Per Named Insured for Terrorism (Excess Layer) subject to;
\$	1,100,000,000	Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;

- \$ 1,400,000,000 Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
- \$ 500,000 Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
- Included Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Summary for applicable Limits. (Cyber Liability) If, insured purchases such coverage.
- TBD Per Named Insured, Per occurrence subject to an Annual Aggregate of Declarations 1-14, 18-30 and 32-35 as respects Personal and Real property for Cyber Attack Resultant Damage
- Included Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage. If, insured purchases such coverage.

TERMS & CONDITIONS:

Sub-limits, terms and conditions are subject to change.

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

NOTICE OF CANCELLATION:

90 Days except 10 Days for non-payment of premium

EXPIRING/RENEWAL OPTION 1	\$10,000 All Risk Deductible
	Annual Cost*
Total Property Premium:	\$ 382,801.00
Excess Boiler:	\$ 2,475.00
Cyber Liability Premium:	\$ 8,075.00
Pollution Liability Premium:	\$ 1,602.00
ABS Fee:	\$ 3,530.00
SLT&F's (Estimate)	\$ 8,294.02
Broker Fee:	\$ 0.00
TOTAL COST †: (Including Taxes and Fees)	\$ 406,777.02
*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment.	
† TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)	

OPTIONAL QUOTE(S) All terms and conditions are the same as quoted above with the exception of the following:

RENEWAL OPTION 2	
SELECTIONS:	\$50,000 All Risk Deductible Option
	Annual Cost*
Total Property Premium:	\$ 374,856.00
Excess Boiler:	\$ 2,475.00
Cyber Liability Premium:	\$ 8,075.00
Pollution Liability Premium:	\$ 1,602.00
ABS Fee:	\$ 3,427.00
SLT&F's (Estimate)	\$ 8,127.18
Broker Fee:	\$ 0.00
TOTAL COST †: (Including Taxes and Fees)	\$ 398,562.18
<p>*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment.</p> <p>† TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)</p>	

PRINT DATE: June 20, 2023

QUOTE VALID UNTIL: July 1, 2023

BROKER: **ALLIANT INSURANCE SERVICES, INC.**
License No. 0C36861

Blaise Harris
Senior Vice President

Jamie Arnoldi
Account Manager

NOTES:

- **Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2023 bound terms. Changes include but are not limited to a \$5M limit for landfills (as defined in the policy), restriction of valuation on vehicles greater than 10 years of age to actual cash value and expanding coverage on personal property outside of the United States to include associated Business Interruption. Coverage outlined in this Proposal is subject to the terms and conditions being negotiated with the policy. To be finalized and presented at Program Inception. Note: In addition to program specific changes noted, there are general restrictions within the market that we will address**

during the renewal process. Potential market restrictions include but are not limited to Strike, Riot and Civil Commotion and valuation restrictions (i.e. margin clauses and/or occurrence limit of liability endorsements).

- *For most members the All Risk limit is \$800,000,000 in the proposal. The All Risk limit is estimated to bind between \$500,000,000 and \$1,000,000,000. If your All Risk limits are less than \$500,000,000 they are not expected to change.*
- *The program expects to continue purchasing Cyber Resultant Physical Damage cover which is provided to members purchasing Terrorism within the program – limits to be determined. See expiring Policy No. B0180PF2209084 and B0180PF2209624 for current coverage details.*
- *This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event*
- *Change in Total Insurable Values will result in adjustment in premium*
- *Each line of coverage is rated separately. Increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc. may increase the insured's average account rate.*
- *The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.*

**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

BOILER & MACHINERY PROPOSAL

NAMED INSURED:	City of Marysville	
POLICY PERIOD:	July 1, 2023 to July 1, 2024	
COMPANIES:	See Attached List of Companies	
TOTAL INSURED VALUES:	\$ 186,380,831 as of June 20, 2023	
STATUS/RATING:	See Attached List of Companies	
COVERAGES & LIMITS:	\$ 100,000,000	Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
	Included	Jurisdictional and Inspections.
	\$ 10,000,000	Per Occurrence for Service/Utility/Off Premises Power Interruption.
	Included	Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.
	\$ 10,000,000	Per Occurrence for Electronic Data Processing Media and Data Restoration.
	\$ 2,000,000	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.
	\$ 10,000,000	Per Occurrence for Hazardous Substances / Pollutants / Decontamination.
	Included	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.
NEWLY ACQUIRED LOCATIONS:	\$ 25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than \$25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding

VALUATION: Repair or Replacement except Actual Loss sustained for all Time Element coverages

EXCLUSIONS

- (Including but not limited to):**
- Testing
 - Explosion, except for steam or centrifugal explosion
 - Explosion of gas or unconsumed fuel from furnace of the boiler

OBJECTS EXCLUDED:

- (Including but not limited to):**
- Insulating or refractory material
 - Buried Vessels or Piping

NOTICE OF CANCELLATION:

90 days except 10 days for non-payment of premium

DEDUCTIBLES:

\$	10,000	Except as shown for Specific Objects or Perils.
\$	10,000	Electronic Data Processing Media.
\$	10,000	Consequential Damage.
\$	10,000	Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.
\$	50,000	Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.
\$	100,000	Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.
\$	250,000	Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.
\$	350,000	Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.
\$	10 per foot / \$2,500 Minimum	Deep Water Wells.
	24 Hour Waiting Period	Utility Interruption.
	24 Hours	Business Interruption/Extra Expense Except as noted below.
	30 Days	Business Interruption - Revenue Bond.
	5 x 100% of Daily Value	Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.
	5 x 100% of Daily Value	Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

	Annual Cost
COST:	Cost is included on Property Proposal

PRINT DATE: June 20, 2023

PROPOSAL VALID UNTIL: July 1, 2023

BROKER: **ALLIANT INSURANCE SERVICES, INC.**
License No. 0C36861

Blaise Harris
Senior Vice President

Jamie Arnoldi
Account Manager

NOTES:

- *Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2023 bound terms.*
- *This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event*
- *Coverage outlined in this Proposal is subject to the terms and conditions being negotiated with the policy. To be finalized and presented at Program Inception.*
- *Change in Total Insurable Values will result in adjustment in premium*

**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
CYBER INSURANCE SUMMARY PROPOSAL**

TYPE OF COVERAGE: Information Security & Privacy Insurance with Electronic Media Liability Coverage

PROGRAM: **Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)**

NAMED INSURED: APIP Cyber and Pollution Programs, Inc. which may include any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Member(s) / Entity(ies))

DECLARATION: Various Declarations as on file with Insurer

POLICY PERIOD: July 1, 2023 to July 1, 2024

POLICY #: TBD

TERRITORY: WORLD-WIDE

RETROACTIVE DATE: **APIP/PEPIP**
For new members – the retro active date will be the date of addition

July 1, 2023 For existing members included on the July 1, 2023/24 policy

July 1, 2022 For existing members included on the July 1, 2022/23 policy

July 1, 2021 For existing members included on the July 1, 2021/22 policy

July 1, 2020 For existing members included on the July 1, 2020/21 policy

July 1, 2019 For existing members included on the July 1, 2019/20 policy

July 1, 2018 For existing members included on the July 1, 2018/19 policy

July 1, 2017 For existing members included on the July 1, 2017/18 policy

July 1, 2016 For existing members included on the July 1, 2016/17 policy

July 1, 2015 For existing members included on the July 1, 2015/16 policy

July 1, 2014 For existing members included on the July 1, 2014/15 policy

July 1, 2013 For existing members included on the July 1, 2013/14 policy

July 1, 2012 For existing members included on the July 1, 2012/13 policy

July 1, 2011 For existing members included on the July 1, 2011/12 policy

July 1, 2010 For existing members included on the July 1, 2010/11 policy

July 1, 2010 For existing insured's included on the July 1, 2010/11 policy

CSU

July 1, 2008 California State University and CSU Auxiliary Organizations

INSURER: Lloyd’s of London - Beazley Syndicate:
Syndicates 2623 - 623 - 100%

COVERAGES & LIMITS:	Ai.	\$	45,000,000	Annual Policy and Program Aggregate Limit of Liability (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverages combined, including Claims Expenses), subject to the following limits and sub-limits as noted.
	Aii.	\$	40,000,000	JPA/Pool Annual Aggregate Limit of Liability , (subject to policy exclusions) for each JPA/Pool, within the Annual Policy and Program Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sub-limits as noted
	Aiii.	\$	2,000,000	Insured/Member Annual Aggregate Limit of Liability (subject to policy exclusions) for each Insured/Member, within the Annual Policy and Program Aggregate Limit of Liability and JPA/Pool Annual Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sub-limits as noted.

BREACH RESPONSE

Breach Response Costs:	\$	500,000	Aggregate Limit of Liability for each Insured/Member (Limit is increased to \$1,000,000 if Beazley Nominated Services Providers are used)
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FIRST PARTY LOSS

Business Interruption and Dependent Business Interruption Aggregate Sublimit	\$	750,000	Aggregate Limit of Liability for each Insured/Member
Business Interruption Loss Resulting from Security Breach:	\$	750,000	Aggregate Limit of Liability for each Insured/Member (Within the \$750,000 Business Interruption and Dependent Business Interruption Aggregate Sublimit)
Business Interruption Loss Resulting from System Failure:	\$	500,000	Aggregate Limit of Liability for each Insured/Member (Within the \$750,000 Business Interruption and Dependent Business Interruption Aggregate Sublimit)

Dependent Business Loss Resulting from Security Breach:	\$	750,000	Aggregate Limit of Liability for each Insured/Member (Within the \$750,000 Business Interruption and Dependent Business Interruption Aggregate Sublimit)
Dependent Business Loss Resulting from System Failure:	\$	100,000	Aggregate Limit of Liability for each Insured/Member (Within the \$750,000 Business Interruption and Dependent Business Interruption Aggregate Sublimit)
Cyber Extortion Loss:	\$	750,000	Aggregate Limit of Liability for each Insured/Member
Data Recovery Costs:	\$	750,000	Aggregate Limit of Liability for each Insured/Member
Data & Network Liability:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses
Regulatory Defense & Penalties:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member
Payment Card Liabilities & Costs:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member
Media Liability:	\$	2,000,000	Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses
 eCRIME			
Fraudulent Instruction:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Funds Transfer Fraud:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
Telephone Fraud:	\$	75,000	Aggregate Limit of Liability for each Insured/Member
 CRIMINAL REWARD			
Criminal Reward:	\$	25,000	Aggregate Limit of Liability for each Insured/Member
 COVERAGE ENDORSEMENT(S)			
Reputation Loss:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Claims Preparation Costs for Reputation Loss Claims Only:	\$	50,000	Aggregate Limit of Liability for each Insured/Member

Computer Hardware Replacement Costs:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Invoice Manipulation:	\$	100,000	Aggregate Limit of Liability for each Insured/Member
Cryptojacking:	\$	25,000	Aggregate Limit of Liability for each Insured/Member
 RETENTION:	 \$	 TBD	 CSU Auxiliary Organizations only
	\$	50,000	Per Claim for each Member/Insured with Total Insured Value (TIV) up to \$250,000,000 at the time of policy inception
			8 Hour waiting period for Dependent/Business Interruption Loss
	\$	100,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$250,000,000 and up to \$750,000,000 at the time of policy inception
			8 Hour waiting period for Dependent/Business Interruption Loss
	\$	250,000	Per Claim for each Member/Insured with Total Insured Value (TIV) greater than \$750,000,000 at the time of policy inception
			8 Hour waiting period for Dependent/Business Interruption Loss

NOTICES: Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.

This is a shared limit policy among the Named Insureds. The per Insured/Member policy limits are on a per claim or incident for each Insured/Member basis, sub-limits listed are aggregated per Insured/Member and are within the total Insured/Member aggregate limit. In the event of a claim/incident with multiple Insureds/Members exhausting the program aggregate limit provided by the Insurer to Insureds/Members, payment to all Insureds/Members for the claim/incident will be determined by the Insurer. Where coverages are aggregated, sub-limit and limits apply to all Insureds/Members for the entire Policy Period unless specifically stated otherwise. The policy aggregate limit is not a per Insured/Member maximum limit.

EXTENDED REPORTING PERIOD: For Named Insured - To be determined at the time of election (additional premium will apply)

SPECIFIC COVERAGE PROVISIONS:

A. Breach Response indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

B. First Party Loss

Business Interruption Loss indemnifies the Insured/Member for a Business Interruption Loss sustained as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss indemnifies the Insured/Member for a Dependent Business Interruption Loss sustained as a result of a Security Breach or a System Failure that the Insured first discover during the Policy Period.

Cyber Extortion Loss indemnifies the Insured/Member for a Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured/Member during the Policy Period.

Data Recovery Costs indemnifies the Insured/Member for Data Recovery Costs incurred as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

C. Liability

Data & Network Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for a Data Breach, a Security Breach, the Insured's failure to disclose a Data Breach or Security Breach, or failure of the Insured to comply with the part of a Privacy Policy that specifically is related to disclosure, access or procedures related to Personally Identifiable Information.

Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs indemnifies the Insured/Member for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for electronic Media Liability.

D. eCrime indemnifies the Insured/Member for any direct financial loss sustained resulting from:

- *Fraudulent Instruction*
- *Funds Transfer Fraud*
- *Telephone Fraud*

That the Insured first discovers during the Policy Period.

E. Criminal Reward indemnifies the Insured/Member for Criminal Reward Funds.

**Coverage
Endorsement(s)**

Reputational Loss indemnifies the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning: a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period

Computer Hardware Replacement Costs is part of the Extra Expense coverage. Extra Expense means reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; and includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach

Invoice Manipulation indemnifies the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period. Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

Cryptojacking indemnifies the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period. Cryptojacking means the Unauthorized Access or Use of Computer Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet.

EXCLUSIONS:
(Including but not limited to)

Coverage does not apply to any claim or loss from:

- Bodily Injury or Property Damage
- Trade Practices and Antitrust
- Gathering or Distribution of Information
- Prior Known Acts & Prior Noticed Claims
- Racketeering, Benefit Plans, Employment Liability & Discrimination
- Sale or Ownership of Securities & Violation of Securities Laws
- Criminal, Intentional or Fraudulent Acts
- Patent, Software Copyright, Misappropriation of Information
- Governmental Actions
- Other Insureds & Related Enterprises
- Trading Losses, Loss of Money & Discounts
- Media-Related Exposures – Contractual liability or obligation
- Nuclear Incident
- Radioactive Contamination
- Sanctions Limitation
- War and Civil War
- Asbestos, Pollution and Contamination
- First Party Loss – with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

NOTICE OF CLAIM:

- **IMMEDIATE NOTICE** must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)
- Claim notification under this policy is to:
 - Beazley Group
 - Attn: TMB Claims Group
 - 1270 Avenue of the Americas
 - New York, NY 10020
 - bbr.claims@beazley.com

NOTICE OF CANCELLATION: 10 days for non-payment of premium

CYBER COST: Cost is included in Total Property Premium

OTHER SERVICES Unlimited Access to Beazley Breach Solutions website

BROKER: ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

NOTES:

- **Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2023 bound terms. Coverage outlined in this Proposal is subject to the terms and conditions being negotiated with the policy. To be finalized and presented at Program Inception.**
- **This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event.**
- **Change in Total Insurable Values and loss experience will result in adjustment in premium.**

SUMMARY OF CYBER INSURANCE CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2023-2024 POLICY TERM

Coverage	2022-2023	2023-2024 Proposed Changes	Status
Beazley Breach Response Endorsement	Coverage offered to new and existing Members – Underwriting required	Coverage offered to new and existing Members – Underwriting required	New Underwriting guidelines established, sent to retail team.
Retention Buy Down	Coverage not offered to new members.	Coverage is being offered to new and existing members; underwriting required	New Underwriting guidelines established, sent to retail team.
New members to APIP Cyber Core- Mid Term Transactions	Required underwriting for mid-term transactions	New this year; no underwriting, all members requesting core coverage are eligible.	New Underwriting guidelines established, sent to retail team.
Beazley Core Coverage	War and Civil War Exclusion MANU	New this year: War and Civil War Exclusion with Single Entity Impact Carve Back	
Beazley Core Coverage	First Party Loss Exclusions Amendatory Endorsement MANU	New this year: Expands and clarifies First Party Loss exclusions to include Financial and Digital/Internet Infrastructure	

**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

POLLUTION LIABILITY COVERAGE PROPOSAL

TYPE OF INSURANCE: Insurance Reinsurance

TYPE OF COVERAGE: Claims Made and Reported Pollution Liability

PROGRAM: **Alliant Property Insurance Program (APIP)**

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.

POLICY PERIOD: July 1, 2023 to July 1, 2024

RETROACTIVE DATE: This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later, except for the following coverages:

- July 1, 2023 for Products Pollution and Exposure Liability;
- July 1, 2023 for Contractor’s Pollution
- July 1, 2023 for Mold Matter

COMPANY: Ironshore Specialty Insurance Company

A.M. BEST INSURANCE RATING:: A, Excellent, Financial Size Category XV (\$2 Billion or greater)
Effective July 27, 2022

STANDARD & POORS RATING: A (Strong) as of May 2, 2017

ADMITTED STATUS: Non-Admitted in all states.

COVERED PROPERTY: Per the following SOVs submitted and on file with carrier:

<ol style="list-style-type: none"> 1. PEPiP DEC 1 – SOVs 2. PEPiP DEC 2 – SOVs 3. PEPiP DEC 3 – SOVs 4. PEPiP DEC 4 – SOVs 5. PEPiP DEC 5 – SOVs 6. PEPiP DEC 11 – SOVs 7. PEPiP DEC 12 – SOVs 8. PEPiP DEC 14 – SOVs 9. PEPiP DEC 19 – SOVs 10. PEPiP DEC 23 – SOVs 11. PEPiP DEC 24 – SOVs 	<ol style="list-style-type: none"> 12. PEPiP DEC 26 – SOVs 13. PEPiP DEC 27 – SOVs 14. PEPiP DEC 28 – SOVs 15. PEPiP DEC 29 – SOVs 16. PEPiP DEC 30 – SOVs 17. PEPiP DEC 32 – SOVs (Excludes SPIP, except as endorsed) 18. PEPiP DEC 33 – SOVs 19. PEPiP DEC 34 – SOVs 20. PEPiP DEC 35 – SOVs 21. PEPiP DEC 97 – SOVs – Excluding HARPP members
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Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception.

COVERAGES & LIMITS:	\$25,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000	Policy Program Aggregate (all insureds combined) Per Pollution Incident Per Named Insured Aggregate Per JPA/Pool Aggregate
SUB-LIMITS:	\$ 100,000 \$ 100,000 \$ 250,000 \$ 250,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 250,000 \$ 2,000,000 \$ 5,000,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 5,000,000 \$ 5,000,000	Disinfection Event Expenses Per Pollution Incident* Disinfection Event Expenses Program Aggregate* Image Restoration Expenses Per Pollution Incident* Image Restoration Expenses Program Aggregate* Mold Matter Loss, Business Interruption and Extra Expense Program Aggregate* Legionella Program Aggregate* Sewer Backup and Overcharge Program Aggregate* Lead or Lead Containing Materials Program Aggregate* Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments* Products Pollution and Exposure Liability Per Pollution Incident* Products Pollution and Exposure Liability Program Aggregate* Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only* Contractor's Pollution Program Aggregate - Herbicide, Insecticide, Pesticide Applications Only* Contractor's Pollution Per Pollution Incident - All other Operations* Contractors Pollution Program Aggregate* - All other Operations* Wildfire Program Aggregate Sublimit*

*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

EXTENDED REPORTING PERIOD:

Automatic Extended Reporting Period

The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.

SPECIFIC COVERAGE PROVISIONS:

CLAIMS MADE AND REPORTED

Coverage A – Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses:
 Coverage for loss that the Insured becomes legally obligated to pay as a result of claims for Bodily Injury, Property Damage or Remediation Expenses directly resulting from a Pollution Incident, provided that the claim is first made against the Insured and reported to the Insurer, in writing, during the policy period.

**SPECIFIC COVERAGE
PROVISIONS -
CONTINUED:**

Coverage B – Onsite First Party Remediation Expenses:

Coverage for Remediation Expenses incurred exclusively for remediation of pollutants that are on, at or under a covered location, provided that the pollution incident is first discovered by the Insured during the policy period, the Insured reports the pollution incident to the Insurer, in writing, during the policy period, and the pollution incident is promptly reported by the Insured to the appropriate governmental authority if and as required by environmental law.

Coverage C – Emergency Response Expenses:

To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment resulting from a Pollution Incident on, at, under or migrating from a Covered Property or arising from Transportation that commences, in its entirety, during the policy period. The Emergency Response Expenses must: (i) be incurred within seven (7) days of the commencement of such Pollution Incident; and (ii) be reported to the Insurer within fourteen (14) days of such commencement. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

Coverage for Transportation is included in Emergency Response Expenses above.

Coverage D – Business Interruption:

Coverage for the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly result from a Pollution Incident on, at or under a Covered Property.

This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Insurer, in writing, during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident. In the event of a Period of Interruption, it is a condition precedent to Coverage that the Named Insured notifies the Company of the interruption within thirty (30) days of its commencement and that the Named Insured resume normal operation of the business as soon as possible and use all reasonable efforts to mitigate any Business Interruption Expenses and Extra Expenses.

Coverage E – Coverage for Disinfection Event Expenses

To pay on behalf of the Insured, Disinfection Expenses that directly result from a Disinfection Event at a Covered Property, provided that the Disinfection Event commences, in its entirety, during the Policy Period; such Disinfection Expenses are incurred within thirty (30) days of the first discovery of such Disinfection Event by a Responsible Insured; and the Insured reports the Disinfection Event to the Insurer, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured's first discovery of such Disinfection Event.

Disinfection Expenses means reasonable fees and costs incurred by the Insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a Covered Property after a Disinfection Event.

**SPECIFIC COVERAGE
PROVISIONS -
CONTINUED:**

Coverage F – Coverage for Image Restoration Expenses

To pay on behalf of the Insured, Image Restoration Expenses that directly result from an Image Restoration Event, provided that the Pollution Incident giving rise to the Image Restoration Event is on, at, under or migrating from a Covered Property or results from Transportation or Waste Disposal Activities; the Pollution Incident giving rise to the Image Restoration Expenses commenced, in its entirety, during the Policy Period; such Image Restoration Expenses are incurred by the Insured within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the Pollution Incident giving rise to the Image Restoration Event; and the Pollution Incident giving rise to the Image Restoration Expenses is reported to the Company, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured's first discovery of such Image Restoration Event.

Image Restoration Expenses are defined as reasonable and necessary public relations expenses to restore public reputation and consumer confidence. Image Restoration Expenses shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the Named Insured at the direction of such firms. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after 7/1/2023.

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2023.

Automatic Acquisition – Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days.

Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.008596 per \$1,000 of Total Insurable Values, pro-rated with a minimum premium of \$450. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.

Illicit Abandonment is included in the definition of pollution condition.

Other Insurance Condition

Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to any stand-alone policies purchased by a Named Insured, this insurance shall apply in excess of.

Mold matter and Legionella is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living. Legionella means legionella pneumophila.

Wildfire is defined as any hostile fire, wildland fire, forest fire, brush fire, vegetation fire, grass fire, peat fire, bushfire, hill fire, desert fire, veldfire, escaped prescribed fire or escaped wildland fire.

SPECIFIC COVERAGE PROVISIONS CONTINUED:

Blanket Underground Storage Tank coverage included, with a deductible of \$500,000 for storage tanks less than twenty-five years old, and a deductible of \$1,000,000 for storage tanks older than twenty-five years. **Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.

EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Aircraft, Auto or Watercraft – does not apply to Transportation
- Asbestos, PCBs and Lead –
 - Any asbestos, asbestos containing materials, lead, lead containing materials, including but not limited to leadbased paint, polychlorinated biphenyls (PCBs) or materials containing PCBs in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to Claims for Bodily Injury or Property Damage, or Remediation Expenses for the remediation of any soil, groundwater body, surface water body or sediment; or
 - Any asbestos, asbestos containing materials, lead or lead-containing materials, other metals, including but not limited to copper, or metal containing materials in, on or applied to any water supply or collection equipment, system or infrastructure, including but not limited to water service lines; this does not apply to third-party claims for bodily injury or property damage, or for remediation expenses of any groundwater body, surface water body or sediment;

Further, this exclusion shall not apply to Remediation Expenses solely incurred for the remediation of asbestos, asbestos containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the Policy Period and is demonstrable by the Insured as commencing during the Policy Period, provided that such accident is reported to the Company within thirty (30) days of its commencement. However, there shall be no coverage for any costs incurred to: remove, abate, repair, dispose of or otherwise address any asbestos, asbestos containing materials or lead-based paint that has not been displaced by such accident, or to remove or dispose of any building, construction or demolition debris. Asbestos is fully excluded under Products Pollution and Exposure Liability coverage.

EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Contractual Liability – This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Divested Property – does not apply to any Covered Property owned by an Insured as of Policy Inception which is leased to a third party, even if the Insured has relinquished operation or management control of such Covered Property, provided that such covered property was disclosed to the Insurer.
- Employer Liability – This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Insured's Professional Services – any professional services performed or rendered on behalf of the Insured, including but not limited to, medical services, recommendations, opinions and strategies rendered for architectural, consulting and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections site maintenance and equipment selection, and supervisory, inspection or engineering service.
- Material Change In Use – This exclusion shall not apply if the Insured submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice.
- Non-Disclosure
- Prior Claims (prior to July 1, 2021)
- Nuclear or Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Waste Processing, Treatment or Disposal – does not apply to waste disposal activities at a non-owned disposal site.
- Airports – defined as any airport where enplanement occurs and/o cargo is moved for a fee and storage, transportation and the dispensing of fuel and/or de-icing solution operations are conducted. This exclusion shall not apply to passenger airports with less than 2,500 passenger boardings per year.
- Oil and/or Gas Producing and Refining Facilities
- Firing Ranges
- Activity Use Limitation

EXCLUSIONS (including but not limited to, Cont.):

- Landfill Closure, Post-Closure and Reclamation Costs
- Combined Sewer Overflow
- Commercial Ports – Any commercial port where ships load and unload cargo.
- Landfill
- Odor - Solely with respect to any Pollution Incident on, at, under or migrating from any location used (in whole or part) at any time (currently or historically) for the collection, treatment, recycling, management, incineration or disposal of waste materials, any Claim, in whole or part, due to or in any way associated with any odor; any Claim for Bodily Injury or Property Damage due to or associated with any gas or emissions that have migrated beyond the boundaries of a Covered Property; or any Claim for public or private nuisance due to or associated with any odor or any gas or emissions migration.
- Impoundments
- Engineering Controls / Operation and Maintenance (O&M) Costs
- Groundwater and Surface Water Monitoring Costs
- COVID-19
- Capital Improvement – Applies to all locations, also applies to removal, replacement, repair or upgrade of an underground storage tank.
- Voluntary Site Investigation – Applies to all locations.
- Waste Processing, Treatment or Disposal – does not apply to waste disposal activities at a Non-Owned Disposal Site.
- Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)
- Known Injury or Damage (Product Pollution and Covered Operations only)
- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution only)
- Damage to Your Product (Product Pollution Only)
- Drinking Water Standards Exceedance (Product Pollution Only)
- Material Change in Potable Water Supply Source (Product Pollution Only)
- Conveyance (Covered Operations only)
- Business Interruption (Covered Operations Only)
- Damage to Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)
- Waste Processing, Treatment or Disposal
- Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, “C8”, “ADONA,” perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. Further, Pollutants shall not include aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation by-products thereof.

DEDUCTIBLE:	\$ 250,000	Each Pollution Incident After July 1, 2021
	\$ 500,000	Each Pollution Incident Prior to July 1, 2021

Any payments for covered loss paid by other insurance shall also be applied against the deductible amount.

SPECIFIC DEDUCTIBLES:	\$ 250,000	Disinfection Event Expenses
	\$ 250,000	Image Restoration Expenses
	\$ 250,000	Products Pollution and Exposure Liability
	\$ 250,000	* Covered Operations
	\$ 250,000	Mold Matter (*or \$50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space, education, healthcare and hospitality locations only)
	\$ 500,000	Legionella
	\$ 500,000	Sewer Backup and Overcharge deductible
	\$ 500,000	Underground Storage Tanks (less than 25 years old)
	\$ 1,000,000	Underground Storage Tanks (more than 25 years old)
	\$ 1,000,000	Wildfire Deductible

CLAIMS REPORTING NOTICE

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy’s requirements could result in a disclaimer of coverage by the insurer.

LOSS REPORTING REQUIREMENTS:

Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:

1) Ironshore Environmental Claims CSO
28 Liberty Street, 5th Floor
New York, NY 10005 Office
By phone via: 24 Hour Claims Phone Number (888) 292-0249
FAX to: 646-826-6601
Email: USClaims@ironshore.com

2) Akbar Sharif
Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
949 260-5088
949 756-2713 – fax
Akbar.Sharif@alliant.com

NOTICE OF CANCELLATION:

90 days except 10 days for non-payment of premium

REINSTATEMENT PROVISIONS:

Not Provided

POLLUTION LIABILITY COST:

Cost is included in Total Property Premium
100% Earned Premium at Inception

QUOTE VALID UNTIL:

July 1, 2023

BROKER:

ALLIANT INSURANCE SERVICES, INC.
License No. 0C36861

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

Coverage	2022-2023	2023-2024 Pending Changes
Pollution Liability Policy Term	July 1, 2022 to July 1, 2023	July 1, 2023 to July 1, 2024
Retroactive Date	<ul style="list-style-type: none"> • July 1, 2011 for Waste Disposal; • July 1, 2022 for Products Pollution and Exposure Liability; • July 1, 2022 for Contractor's Pollution • July 1, 2021 for Mold Matter • July 1, 2011 Disinfection Event <p>This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later.</p>	<p>This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later, except for the following coverages:</p> <ul style="list-style-type: none"> • July 1, 2023 for Products Pollution and Exposure Liability; • July 1, 2023 for Contractor's Pollution • July 1, 2023 for Mold Matter
A.M. Best Insurance Rating	A, Excellent, Financial Category XV (\$2 Billion or greater) Effective June 29, 2021	A, Excellent, Financial Category XV (\$2 Billion or greater) Effective July 27, 2022
Standard and Poors Rating	A (Strong) as of November 25, 2020	A (Strong) as of May 2, 2017
Covered Property	Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered property that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.	Covered locations include any real property owned, leased, rented, operated or occupied by the Insured at policy inception. New form automatically covers sewer and stormwater lines, no need to schedule.
Sub-Limits	\$1,000,000 Restoration Costs, Business Interruption and Extra Expense Program Aggregate (Mold Matter at healthcare and hospitality locations only)*	\$1,000,000 Mold Matter Loss, Business Interruption and Extra Expense Program Aggregate*. Applies to all locations now.
	\$1,000,000 Legionella Per Pollution Incident*	\$1,000,000 Legionella Program Aggregate*
	\$2,000,000 Sewer Backup or Overcharge Per Pollution Incident*	\$1,000,000 Sewer Backup and Overcharge Program Aggregate*

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

Coverage	2022-2023	2023-2024 Pending Changes
Sublimits (Continued)	\$2,000,000 Lead or Lead Containing Materials Program Aggregate*	\$1,000,000 Lead or Lead Containing Materials Program Aggregate*
	\$1,000,000 Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only	\$1,000,000 Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
	\$2,000,000 Contractor's Pollution Per Pollution Incident - All other Operations*	\$2,000,000 Contractor's Pollution Program Aggregate - Herbicide, Insecticide, Pesticide Applications Only*
	\$5,000,000 Contractors Pollution Program Aggregate*	\$5,000,000 Contractors Pollution Program Aggregate - All other Operations*
	\$1,000,000 Wildfire Per Pollution Incident*	Deleted per pollution incident sublimit and replaced it with a \$1M Wildfire deductible.
Coverages	Coverage A.1 – Onsite Pollution: Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are on, at or under a Covered Property, provided such Remediation Expenses are incurred to address Onsite Pollution and directly result from New Conditions.	Coverage A – Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses: To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses directly resulting from a Pollution Incident, provided that the Claim is first made against the Insured and reported to the Company, in writing, during the Policy Period, or during the Extended Reporting Period if applicable
	Coverage A.2 – OffSite Pollution: Coverage for Remediation Expenses incurred exclusively for remediation of Pollutants that are beyond the boundaries of the Covered Property, provided such Remediation Expenses are incurred to address Offsite Pollution and result from New Conditions.	Coverage B – Onsite First Party Remediation Expenses: Coverage for Remediation Expenses incurred exclusively for remediation of pollutants that are on, at or under a covered location, provided that the pollution incident is first discovered by the Insured during the policy period, the Insured reports the pollution incident to the Insurer, in writing, during the policy period, and the pollution incident is promptly reported by the Insured to the appropriate governmental authority if and as required by environmental law.

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

Coverage	2022-2023	2023-2024 Pending Changes
Coverages (Continued)	<p>Coverage B – Emergency Response Expenses To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment resulting from a Pollution Incident on, at , under or migrating from a Covered Property or arising from Transportation that commences, in its entirety, during the policy period. The Emergency Response Expenses must: (i) be incurred within seven (7) days of the commencement of such Pollution Incident; and (ii) be reported to the Insurer within fourteen (14) days of such commencement. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.</p>	<p>Coverage C – Emergency Response Expenses To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment resulting from a Pollution Incident on, at , under or migrating from a Covered Property or arising from Transportation that commences, in its entirety, during the policy period. The Emergency Response Expenses must: (i) be incurred within seven (7) days of the commencement of such Pollution Incident; and (ii) be reported to the Insurer within fourteen (14) days of such commencement. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.</p>
	<p>Coverage D – Transportation To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses directly resulting from New Conditions, which arise from Transportation, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period.</p>	<p><i>Coverage for Transportation is included under Coverage A above.</i></p>
	<p>Coverage E – Waste Disposal Activities: To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses directly resulting from a Pollution Incident resulting from Waste Disposal Activities. The Waste Disposal Activities must take place on or after the Waste Disposal Retroactive Date set forth in the Declarations, or the date that the Insured first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.</p>	<p><i>Coverage for Waste Disposal Activities at Non-Owned Disposal Sites is included under Coverage A above.</i></p>

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

Coverages (Continued)	<p>Coverage F – Business Interruption: To pay the Insured’s Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly results from Onsite Pollution arising from New Conditions. This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company, in writing, during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the Period of Interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident.</p>	<p>Coverage D – Business Interruption: Coverage for the Insured’s Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly result from a Pollution Incident on, at or under a Covered Property. This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Company, in writing, during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident. In the event of a Period of Interruption, it is a condition precedent to Coverage that the Named Insured notifies the Company of the interruption within thirty (30) days of its commencement and that the Named Insured resume normal operation of the business as soon as possible and use all reasonable efforts to mitigate any Business Interruption Expenses and Extra Expenses.</p>
	<p>Coverage G – Coverage for Disinfection Event Expenses To pay on behalf of the Insured, Disinfection Expenses that directly result from a Disinfection Event at a Covered Property, provided that the Disinfection Event commences, in its entirety, during the Policy Period; such Disinfection Expenses are incurred within thirty (30) days of the first discovery of such Disinfection Event by a Responsible Insured; and the Insured reports the Disinfection Event to the Company, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured’s first discovery of such Disinfection Event. Disinfection Expenses means reasonable fees and costs incurred by the Insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a Covered Property after a Disinfection Event.</p>	<p>Coverage E – Coverage for Disinfection Event Expenses To pay on behalf of the Insured, Disinfection Expenses that directly result from a Disinfection Event at a Covered Property, provided that the Disinfection Event commences, in its entirety, during the Policy Period; such Disinfection Expenses are incurred within thirty (30) days of the first discovery of such Disinfection Event by a Responsible Insured; and the Insured reports the Disinfection Event to the Company, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured’s first discovery of such Disinfection Event. Disinfection Expenses means reasonable fees and costs incurred by the Insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a Covered Property after a Disinfection Event.</p>

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

<p>Coverages (Continued)</p>	<p>Coverage H – Coverage for Image Restoration Expenses To pay on behalf of the Insured, Image Restoration Expenses that directly result from an Image Restoration Event, provided that the Pollution Incident giving rise to the Image Restoration Event is on, at, under or migrating from a Covered Property or results from Transportation or Waste Disposal Activities; the Pollution Incident giving rise to the Image Restoration Expenses commenced, in its entirety, during the Policy Period; such Image Restoration Expenses are incurred by the Insured within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the Pollution Incident giving rise to the Image Restoration Event; and the Pollution Incident giving rise to the Image Restoration Expenses is reported to the Company, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured’s first discovery of such Image Restoration Event. Image Restoration Expenses are defined as reasonable and necessary public relations expenses to restore public reputation and consumer confidence. Image Restoration Expenses shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the Named Insured at the direction of such firms. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media.</p>	<p>Coverage F – Coverage for Image Restoration Expenses To pay on behalf of the Insured, Image Restoration Expenses that directly result from an Image Restoration Event, provided that the Pollution Incident giving rise to the Image Restoration Event is on, at, under or migrating from a Covered Property or results from Transportation or Waste Disposal Activities; the Pollution Incident giving rise to the Image Restoration Expenses commenced, in its entirety, during the Policy Period; such Image Restoration Expenses are incurred by the Insured within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the Pollution Incident giving rise to the Image Restoration Event; and the Pollution Incident giving rise to the Image Restoration Expenses is reported to the Company, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured’s first discovery of such Image Restoration Event. Image Restoration Expenses are defined as reasonable and necessary public relations expenses to restore public reputation and consumer confidence. Image Restoration Expenses shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the Named Insured at the direction of such firms. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media.</p>
	<p>Automatic Acquisition - Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days. Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.007164 per \$1,000 of Total Insurable Values, pro-rated with a minimum premium of \$450. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.</p>	<p>Automatic Acquisition - Coverage for mid-term transactions for values that are less than \$25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. An application and notification of title or occupancy must be provided to Ironshore within 180 days. Property valued at more than \$25,000,000 purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with a completed and signed Site Pollution Incident Legal Liability Select Application and shall be added as a covered location upon the closing date of such acquisition subject to an additional premium of \$0.008596 per \$1,000 of Total Insurable Values, pro-rated with a minimum premium of \$450. There will be no additional premium for any Covered Property with Total Insurable Values which are less than \$25,000,000.</p>

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

Coverages (Continued)	<p>Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of “your work”, provided the claim is first made and reported during the policy period. The Contractor’s Pollution must have commenced on or after 7/1/2022.</p>	<p>Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of “your work”, provided the claim is first made and reported during the policy period. The Contractor’s Pollution must have commenced on or after 7/1/2023.</p>
	<p>Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2022.</p>	<p>Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2023.</p>
	<p>Other Insurance Condition Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to the policies scheduled below and any renewals or replacements thereof; however, this insurance shall apply in excess of any such other valid and collectible insurance.</p>	<p>Other Insurance Condition Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to any stand-alone policies purchased by a Named Insured, this insurance shall apply in excess of.</p>
	<p>Mold matter and Legionella is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.</p>	<p>Mold matter and Legionella is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living. Legionella means legionella pnueomophila.</p>

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

<p>Coverages (Continued)</p>	<p>Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.</p> <p>The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.</p> <p>Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for the following locations:</p> <ol style="list-style-type: none"> 1. Any location with current or historic use as an airport; 2. MAPLE (SOUTH) - 519 ENTRANCE OFF POMONA CORONA CA 92880 3. 1018 COTTONWOOD CORONA CA 92879 4. 1200 TENTH ST. (WEST) CORONA CA 92882 5. 102 LINCOLN (NORTH) CORONA CA 92882 6. 1052 QUARRY CORONA CA 92879 7. 34 CRESTRIDGE CORONA CA 92880 8. 219 GRAND (WEST) CORONA CA 92882 9. 25225 MAITRI RD. CORONA CA 92883 10. 24650 GLEN IVY RD. CORONA CA 92883 11. 405 SIERRA VISTA AVE. CORONA CA 92882 12. 315 MERILL ST (SOUTH) CORONA CA 92882 13. 310 VICENTIA (SOUTH) CORONA CA 92882 14. 710 CORPORATION YARD WAY CORONA CA 92880 15. 2581 MANGULAR CORONA CA 92882 16. 202 BUENA VISTA AVE. (NORTH) CORONA CA 92882 17. 240 BUENA VISTA AVE. CORONA CA 92882 18. 211 BUENA VISTA AVE. (SOUTH) CORONA CA 92882 19. 9865 GLEN IVY RD. CORONA CA 92883 20. 917 CIRCLE CITY DR. CORONA CA 92879 21. 219 JOY (SOUTH) CORONA CA 92879 22. 505 VICENTIA (SOUTH) CORONA CA 92882 <p>1865 POMONA RD CORONA CA 92880</p>	<p>Blanket Coverage included for Non-Owned Disposal Sites. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned, operated or rented by the Insured, provided that the transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.</p> <p>The BKK Landfill located at 2210 South Azusa Avenue, West Covina, CA is specifically excluded from coverage.</p> <p>Sudden and Accidental Coverage Only (loss must be discovered within 7 days of commencement and reported no later than 21 days following the discovery, and within the policy period) applies for any location with current or historic use as an airport.</p>
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SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

Exclusions	<i>Not Previously Excluded</i>	Aircraft, Auto or Watercraft – does not apply to Transportation
	<p>Asbestos and Lead –</p> <ul style="list-style-type: none"> ○ Any asbestos, asbestos containing materials, lead or lead-containing materials, including but not limited to lead-based paint, in, on, at, within or applied to any building, utility, structure or building material; this does not apply to third-party claims for bodily injury or property damage, or for remediation of any soil, groundwater body, surface water body or sediment; ○ Any asbestos, asbestos containing materials, lead or lead-containing materials, other metals, including but not limited to copper, or metal containing materials in, on or applied to any water supply or collection equipment, system or infrastructure, including but not limited to water service lines; this does not apply to third-party claims for bodily injury or property damage, or for remediation of any groundwater body, surface water body or sediment; <p>This exclusion also does not apply to remediation expenses solely incurred for the remediation of asbestos, asbestos-containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the policy period, and is reported to the Insurer within thirty (30) days of commencement. Asbestos is fully excluded under Products Pollution and Exposure Liability coverage.</p>	<p>Asbestos, PCBs and Lead</p> <ul style="list-style-type: none"> ○ Any asbestos, asbestos containing materials, lead, lead containing materials, including but not limited to lead-based paint, polychlorinated biphenyls (PCBs) or materials containing PCBs in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to Claims for Bodily Injury or Property Damage, Remediation Expenses for the remediation of any soil, groundwater body, surface water body or sediment; or ○ Any asbestos, asbestos containing materials, lead, lead containing materials, other metals, including but not limited to copper, or metal containing materials in, on or applied to any water supply or collection equipment, system or infrastructure, including but not limited to water service lines, provided that this exclusion does not apply to Claims for Bodily Injury or Property Damage; or Remediation Expenses for the remediation of any groundwater body, surface water body or sediment. <p>This exclusion also does not apply to remediation expenses solely incurred for the remediation of asbestos, asbestos-containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the policy period, and is reported to the Insurer within thirty (30) days of commencement. Asbestos is fully excluded under Products Pollution and Exposure Liability coverage.</p>
	Divested Property	Divested Property – does not apply to any Covered Property owned by an Insured as of Policy Inception which is leased to a third party, even if the Insured has relinquished operation or management control of such Covered Property, provided that such covered property was disclosed to the Insurer.
	<i>Not Previously Excluded</i>	Waste Processing, Treatment or Disposal
	<i>Not Previously Excluded</i>	Combined Sewer Overflow
	<i>Not Previously Excluded</i>	Commercial Ports – Any commercial port where ships load or unload cargo.
	Landfill Material	Landfill
	Known Pollution Incidents (known prior to July 1, 2021)	<i>No longer endorsed however still excluded by way of the non-disclosure wording in new policy form.</i>

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

	Capital Improvement – Applies to any auto repair facility, airport, golf course, fuel depot, fuel storage, or removal, replacement, repair or upgrade of an underground storage tank.	Capital Improvement – Applies to all locations, also applies to removal, replacement, repair or upgrade of an underground storage tank.
Exclusions (Continued)	Voluntary Site Investigation (any pollutant discovered during voluntary investigation is excluded at any auto repair facility, airport, golf course, fuel depot, or fuel storage only)	Voluntary Site Investigation – Applies to all locations.
	Waste Products, Treatment or Disposal (Covered Operations Only)	Waste Processing, Treatment or Disposal – does not apply to waste disposal activities at a Non-Owned Disposal Site
	<i>Not Previously excluded however retroactive date of 7/1/2022 applied excluding products pollution claims that occurred prior to this retroactive date.</i>	Drinking Water Standards Exceedance (Product Pollution Only) as of July 1 2023 (any exceedances that occurred prior to July 1 2023 are excluded)
	<i>Not Previously Excluded</i>	Material Change in Potable Water Supply Source (Product Pollution Only)
	Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. This also includes aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation byproducts thereof.	Any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, “C8”, “ADONA,” perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid or ammonium perfluorooctanoate , or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. Further, Pollutants shall not include aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation by-products thereof.
Specific Deductibles	<i>No Previous Specific Deductible</i>	\$250,000 Image Restoration Expenses
	<i>No Previous Specific Deductible</i>	\$1,000,000 Wildfire Deductible
Quote Valid Until	July 1, 2022	July 1, 2023

SUMMARY OF PENDING CHANGES

THE FOLLOWING ITEMS ARE PENDING CHANGES FOR THE 2023-2024 POLICY TERM

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing. Changes will be documented and accompany the Binder Confirmation for July 1, 2023 bound terms.***
- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event.***
- ***Change in Total Insurable Values will result in adjustment in premium.***

SURPLUS LINES DISCLOSURES

WASHINGTON

Alliant:

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Surplus Lines Broker Name/Initials: Alliant Specialty Insurance Services, Inc.

Surplus Lines Broker Address: 325 E. Hillcrest Dr., Suite 250
Thousand Oaks, CA 91360

Surplus Lines Broker License #: 149068 CA

AmWINS:

This contract is registered and delivered as a surplus line coverage under the insurance code of the State of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Surplus Lines Broker Name: AmWINS Insurance Brokerage, LLC

Surplus Lines Broker Address: 4725 Piedmont Row Drive, Suite 600,
Charlotte, NC 28210

Surplus Lines Broker License #: 256631

RSG Specialty:

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Surplus Lines Licensee: RSG Specialty, LLC.

Address: Prudential Plaza, 180 N. Stetson Avenue, Suite 4600,
Chicago, IL 60601

License Number: 761996



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Water Quality Combined Financial Assistance Agreement with DOE for the LID Retrofit for Cascade and Shoultes Safe Routes

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the State of Washington Department of Ecology Agreement No. WQC-2023-MaryPW-00143 Water Quality Combined Financial Assistance Agreement for the LID Retrofit for the Cascade and Shoultes Safe Routes Project.

SUMMARY:

This project will improve the stormwater management at both locations by designing low impact development (LID) treatment and infiltration systems to manage stormwater runoff. Neither location currently has stormwater treatment infrastructure.

This project will also design various traffic and pedestrian features such as sidewalks and ADA curb ramp retrofits, marked crosswalks with illumination, speed feedback signs and relocated rectangular rapid flashing beacons, and other various improvements to improve safety and mobility near the schools.

The DOE grant will cover a portion of the eligible costs for both design and construction. From the grant:

This project will improve water quality in the Quilceda and Allen Creeks through installation of stormwater runoff treatment best management practices at the Cascade and Shoultes Schools in the City of Marysville. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus and will also reduce flows to Ebey Slough by increasing stormwater infiltration.

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Total Estimated Cost:	\$2,189,550.67
Total Eligible Cost:	\$1,037,550.67
Ecology Share:	\$778,163.00
Recipient Share:	\$259,387.67

Both project locations have also secured WSDOT Safe Routes to School funds for construction.

ATTACHMENTS:

[Agreement_for_Signature_-_WQC-2023-MaryPW-001.pdf](#)



Agreement No. WQC-2023-MaryPW-00143

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

MARYSVILLE CITY OF - PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Marysville city of - Public Works Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	LID Retrofit for Cascade and Shoultes Safe Routes
Total Cost:	\$2,189,550.67
Total Eligible Cost:	\$1,037,550.67
Ecology Share:	\$778,163.00
Recipient Share:	\$259,387.67
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Quilceda and Allen Creeks through installation of stormwater runoff treatment best management practices at the Cascade and Shoultes Schools in the City of Marysville. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus and will also reduce flows to Ebey Slough by increasing stormwater infiltration.

Project Long Description:

This project will improve the water quality in the Quilceda and Allen Creeks, tributaries to Ebey Slough and the Snohomish River system. These water bodies are used for recreational purposes. The Quilceda Creek and Allen Creek are both listed as a category 303(d) impaired water bodies for fecal coliform bacteria, with low dissolved oxygen being of concern during the summer months. The majority of the surrounding areas are developed land, and there is currently no stormwater treatment at the project locations.

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

The RECIPIENT will design and construct stormwater runoff treatment best management practices (BMPs) at two locations. These actions will treat total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus and increase stormwater infiltration.

The Cascade Elementary School at 51st Avenue NE and 100th Street NE is within the Dry Creek Subbasin of the Allen Creek watershed. At the Cascade Elementary location, the RECIPIENT will install BMPs in the right of way along 100th Street NE. The RECIPIENT will replace existing impervious surface with pervious sidewalk along 100th Street NE and install planted traffic medians and landscaping strips.

The Shoultes Elementary School at 51st Avenue NE and 136th Street NE is within the Lower Middle Fork Quilceda Subbasin of the Quilceda Creek watershed. At the Shoultes Elementary location, the RECIPIENT will install bioretention along the eastern side streets (along 133rd Place NE and 134th Place NE).

In 2021, the RECIPIENT received Safe Routes to Schools (State) funding from the Washington State Department of Transportation to close pedestrian facility gaps adjacent to the schools. This Low Impact Development (LID) project will work in conjunction with the already funded safe routes to school improvements. Additionally, this project helps meet goals in the City of Marysville 2015 Comprehensive Plan for Cascade and Shoultes Elementary Schools.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

RECIPIENT INFORMATION

Organization Name: Marysville city of - Public Works Department

Federal Tax ID: 91-6001459

UEI Number: KENDBGSMVPQ7

Mailing Address: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

Project Manager	Thadd Zehnder Project Engineer 80 Columbia Ave. Marysville, Washington 98270 Email: tzehnder@marysvillewa.gov Phone: (360) 363-8100
Billing Contact	Andrew Hougan Financial Analyst 80 Columbia Ave. Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Jeff Laycock Public Works Director 80 Columbia Ave Marysville, Washington 98270 Email: jlaycock@marysvillewa.gov Phone: (360) 363-8274

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

Project Manager	<p>Marra Tripodi Municipal Stormwater Grant Project Specialist</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: mtri461@ecy.wa.gov Phone: (509) 490-0687</p>
Financial Manager	<p>Stephanie Herbst Financial Manager</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: sher461@ecy.wa.gov Phone: (360) 628-1911</p>
Technical Advisor	<p>Doug Howie Senior Stormwater Engineer</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983</p>

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

Jon Nehring

Mayor

Date

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

SCOPE OF WORKTask Number: 1 **Task Cost:** \$17,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Grant and Loan Administration**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

SCOPE OF WORKTask Number: 2 **Task Cost: \$5,000.00**

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

Cultural and Environmental Review, and Permitting**Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	List of permits acquired. Upload to EAGL and notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

SCOPE OF WORKTask Number: 3 **Task Cost:** \$230,000.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Design Deliverables Document.

D. The RECIPIENT will submit a preliminary GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

E. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

Design Plans and Specifications**Deliverables**

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
3.10	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.11	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.13	Bid documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$101,550.00

Task Title: Construction Management

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

Construction Management**Deliverables**

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

SCOPE OF WORK

Task Number: 5

Task Cost: \$677,000.67

Task Title: Construction

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include runoff treatment BMPs at the Cascade and Shoultes sites to mitigate runoff from approximately 1 acre of pollution-generating impervious surfaces.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus.

Construction**Deliverables**

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

SCOPE OF WORKTask Number: 6 **Task Cost:** \$7,000.00

Task Title: Project Close Out

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.
- C. The RECIPIENT will submit the final GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- E. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

- * Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Two-page Outcome Summary Report.
- * Proper maintenance of the constructed facility to maintain water quality benefits.

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

Project Close Out**Deliverables**

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.4	Outcomes Summary. Upload to EAGL and notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143
 Project Title: LID Retrofit for Cascade and Shoultes Safe Routes
 Recipient Name: Marysville city of - Public Works Department

BUDGET

Funding Distribution EG230367

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Funding Type: Grant
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 06/30/2026

Funding Source:

Title: SFAP - SFY23
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 17,000.00
Cultural and Environmental Review, and Permitting	\$ 5,000.00
Design Plans and Specifications	\$ 230,000.00
Construction Management	\$ 101,550.00
Construction	\$ 677,000.67
Project Close Out	\$ 7,000.00

Total: \$ 1,037,550.67

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 259,387.67	\$ 778,163.00	\$ 1,037,550.67
Total		\$ 259,387.67	\$ 778,163.00	\$ 1,037,550.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

State of Washington Department of Ecology

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Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

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a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

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e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section

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319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this

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agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an

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independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facweb.census.gov/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a UEI number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.?

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

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The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this

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agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of

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ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute

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a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this

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agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

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RECIPIENT” to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

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Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient

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ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set

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out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

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2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

State of Washington Department of Ecology

Agreement No: WQC-2023-MaryPW-00143

Project Title: LID Retrofit for Cascade and Shoultes Safe Routes

Recipient Name: Marysville city of - Public Works Department

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

State of Washington Department of Ecology

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the State Ave Corridor Pavement Preservation National Highway System (NHS) Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the State Ave Corridor Pavement Preservation NHS project.

SUMMARY:

The City was awarded \$1,830,000 for construction funds in 2021 from the WSDOT National Highway System (NHS) Asset Management Program for the State Ave Corridor Pavement Preservation NHS Project between 1st Street and Grove Street. The City recently requested an additional \$860,500 due to increased costs of material and labor. The total award for construction is now \$2,690,500.00.

The project includes a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement marking to current standards.

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

ATTACHMENTS:

[State NHS_Construction LAA Supplement.pdf](#)

[State NHS_Construction Prospectus.pdf](#)



Agency City of Marysville		Supplement Number 1
Federal Aid Project Number NHPP-2691 (012)	Agreement Number LA10417	CFDA No. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name State Ave Corridor Pavement Preservation NHS

Length approx. 0.80 miles

Termini 1st St to Grove St

Description of Work No Change

Reason for Supplement

Request funding for construction phase.

Are you claiming indirect cost rate? Yes No

Project Agreement End Date 6/30/2027

Advertisement Date

8/30/2023

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	33,500.00	0.00	33,500.00	0.00	33,500.00
	b. Other Consultant	136,000.00	0.00	136,000.00	0.00	136,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services	500.00	0.00	500.00	0.00	500.00
	e. Total PE Cost Estimate (a+b+c+d)	170,000.00	0.00	170,000.00	0.00	170,000.00
Right of Way 0 %	f. Agency	0.00	0.00	0.00	0.00	0.00
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services	0.00	0.00	0.00	0.00	0.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract	0.00	1,830,000.00	1,830,000.00		1,830,000.00
	l. Other CM Consultant		350,700.00	350,700.00		350,700.00
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		507,600.00	507,600.00	0.00	507,600.00
	p. State Services		2,200.00	2,200.00	0.00	2,200.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	2,690,500.00	2,690,500.00	0.00	2,690,500.00
	r. Total Project Cost Estimate (e+j+q)	170,000.00	2,690,500.00	2,860,500.00	0.00	2,860,500.00

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

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By
Director, Local Program
Date Executed

Agency City of Marysville		Supplement Number 1
Federal Aid Project Number NHPP-2691 (012)	Agreement Number LA10417	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

IX. Payment of Billing

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

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

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

VIII. Single Audit Act

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

XVII. Assurances

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

Instructions

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



**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	6/21/2023
Federal Aid Project Number	NHPP-2691 (012)			DUNS Number	076658673
Local Agency Project Number	R2107	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title State Ave Corridor Pavement Preservation NHS		Start Latitude N 48.049231 End Latitude N 48061430	Start Longitude W -122.177066 End Longitude W -122.176915		
Project Termini From-To 1st St Grove St		Nearest City Name Marysville		Project Zip Code (+4) 98270-4241	
Begin Mile Post N/A	End Mile Post N/A	Length of Project approx. 0.80 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38	Congressional District(s) 1		Urban Area Number 1	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$170,000	\$0	\$170,000	March	2022
R/W	\$0	\$0	\$0	Not Required	
Const.	\$2,690,500	\$0	\$2,690,500	August	2023
Total	\$2,860,500	\$0	\$2,860,500		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 58 feet	Number of Lanes 5
--------------------------	----------------------

Existing 5 lanes with a 58-foot curb-to-curb width.

Description of Proposed Work

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

This project will include a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement markings to current standards.

Local Agency Contact Person Sam Adlington	Title Project Engineer	Phone 360-363-8273
Mailing Address 501 Delta Ave	City Marysville	State Zip Code Wa 98270
Project Prospectus	By _____ Approving Authority	
	Title Max Phan, City Engineer	Date

Agency City of Marysville	Project Title State Ave Corridor Pavement Preservation N	Date 6/21/2023
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	58	5

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30	25 to 35
Design Speed	35	25 to 35
Existing ADT	17,000	23,500
Design Year ADT	17,000	23,500
Design Year	2018	2016
Design Hourly Volume (DHV)	1,200	1,900

Performance of Work		
Preliminary Engineering Will Be Performed By Transpo Group, LLC (City's design consultant)	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations None

Agency City of Marysville	Project Title State Ave Corridor Pavement Preservation N	Date 6/21/2023
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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<p>Utilities</p> <input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<p>Railroad</p> <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Adjustment of utilities to match final grade, replacement of lids and monuments as needed.

FAA Involvement

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

Remarks

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

Date _____ Agency
 By _____ Mayor/Chairperson



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the 116th Street Pavement Preservation National Highway System (NHS) Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the 116th Street Pavement Preservation NHS Project.

SUMMARY:

The City was awarded \$820,000 in construction funds in 2021 from the WSDOT National Highway System (NHS) Asset Management Program for the 116th Street Pavement Preservation NHS project between I-5 and State Ave. The City recently requested an additional \$761,400 due to increased costs of material and labor. The total award for construction is now \$1,581,400.

The project includes a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement marking to current standards.

Since this is a federally funded project, local agency federal funds are administered through WSDOT and a Supplement to Local Agency Agreement and Local Agency Federal Aid Project Prospectus is required in order to obligate construction funds. The agreement supplement ensures that federal funds in the agreed-upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

ATTACHMENTS:

[116th NHS_Construction LAA Supplement.pdf](#)

[116th NHS_Construction Prospectus.pdf](#)



Agency City of Marysville		Supplement Number 1
Federal Aid Project Number NHPP-2701 (006)	Agreement Number LA10418	CFDA No. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name 116th St Pavement Preservation NHS

Length approx. 0.35 miles

Termini 3700 116th St NE to 4200 116th St NE

Description of Work No Change

Reason for Supplement

Request funding for construction phase

Are you claiming indirect cost rate? Yes No

Project Agreement End Date 6/30/2027

Advertisement Date 8/30/2023

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	14,500.00	0.00	14,500.00	0.00	14,500.00
	b. Other Consultant	60,000.00	0.00	60,000.00	0.00	60,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services	500.00	0.00	500.00	0.00	500.00
	e. Total PE Cost Estimate (a+b+c+d)	75,000.00	0.00	75,000.00	0.00	75,000.00
Right of Way %	f. Agency	0.00	0.00	0.00	0.00	0.00
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services	0.00	0.00	0.00	0.00	0.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract	0.00	820,000.00	820,000.00		820,000.00
	l. Other CM Consultant		206,000.00	206,000.00		206,000.00
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		553,200.00	553,200.00	0.00	553,200.00
	p. State Services		2,200.00	2,200.00	0.00	2,200.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	1,581,400.00	1,581,400.00	0.00	1,581,400.00
	r. Total Project Cost Estimate (e+j+q)	75,000.00	1,581,400.00	1,656,400.00	0.00	1,656,400.00

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

Agency Official

By
Title
Agency Date

Washington State Department of Transportation

By
Director, Local Program
Date Executed

Agency City of Marysville		Supplement Number 1
Federal Aid Project Number NHPP-2701 (006)	Agreement Number LA10418	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

IX. Payment of Billing

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

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

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

VIII. Single Audit Act

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

XVII. Assurances

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

Instructions

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



**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	6/21/2023
Federal Aid Project Number	NHPP-2701 (006)			DUNS Number	076658673
Local Agency Project Number	R2108	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title 116th St Pavement Preservation NHS		Start Latitude N 48.100071 End Latitude N 48.099933	Start Longitude W -122.182968 End Longitude W -122.174998		
Project Termini From-To 3700 116th St NE 4200 116th St NE		Nearest City Name Marysville		Project Zip Code (+4) 98271-5891	
Begin Mile Post N/A	End Mile Post N/A	Length of Project approx. 0.35 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38, 39	Congressional District(s) 1		Urban Area Number 1	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$75,000	0	\$75,000	March	2022
R/W	\$0	\$0	\$0	Not Required	
Const.	\$1,581,400	\$0	\$1,581,400	August	2023
Total	\$1,656,400	\$0	\$1,656,400		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 58 feet	Number of Lanes 5
Existing 5 lanes with a 58-foot curb-to-curb width.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)
This project will include a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement markings to current standards.

Local Agency Contact Person Sam Adlington	Title Project Engineer	Phone 360-363-8273
Mailing Address 501 Delta Ave	City Marysville	State Zip Code WA 98270
Project Prospectus	By _____ Approving Authority	
	Title Max Phan, City Engineer	Date

Agency City of Marysville	Project Title 116th St Pavement Preservation NHS	Date 6/21/2023
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	58	5

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	25 to 40
Design Speed	35	25 to 40
Existing ADT	3,365	17,000
Design Year ADT	3,365	17,000
Design Year	2018	2018
Design Hourly Volume (DHV)	400	1,200

Performance of Work		
Preliminary Engineering Will Be Performed By Transpo Group (City's design consultant)	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
None

Agency City of Marysville	Project Title 116th St Pavement Preservation NHS	Date 6/21/2023
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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<p>Utilities</p> <input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<p>Railroad</p> <input type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Adjust utilities to match final grade, replace lids and monuments as necessary.

FAA Involvement

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

Remarks

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

Date _____ Agency
 By _____ Mayor/Chairperson



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Police Interceptor SUV - Purchase Authorization

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the purchase agreements for Ford Interceptor SUV's as they are made available as part of the procurement process.

SUMMARY:

Departmental Staff of Police and Fleet Services request purchasing authorization for Police Interceptor Utility's (PIU) to account for vehicles not procured in the 2021 – 2022 biennial budget and to further provide for equipment necessary to support new recruitments in Public Safety.

In consideration that equipment is not available through State Contracts, this request includes purchase of six (6) 2016 to 2018 PIU from Snohomish County and four (4) new 2023 units from the Arizona State Cooperative Agreement. The 501 fund has available bottom line budget dollars to fulfill this purchasing request.

Amendment to the budget will be presented to Council for finalization later in July. The requested amount in the July amendment, for this request, will be as follows:

1. Six (6) 2016-2018 Police Interceptor SUV
 - a. Base Price: \$80,447.56
 - b. Up-Fit/Radio/Laptop Docking \$46,800.00
2. Four (4) 2023 Police Interceptor SUV
 - a. Base Price: \$221,660.00
 - b. Up-Fit/Radio/Laptop Docking \$140,293.88
3. 15% Management Reserve \$54,293.08
 - a. To account for unexpected cost variation during sourcing
4. Total Amendment \$543,494.52

ATTACHMENTS:

[SnoCo Procurement Request 6.20.2023.pdf](#)

[Chief Memo - Budget Amendment June 2023.pdf](#)



MEMORANDUM

TO: Gloria Hirashima, Chief Administrative Officer
Erik Scairpon, Police Chief

FROM: Skip Knutsen, Public Works Services Manager

DATE: June 20, 2023

SUBJECT: SnoCo Police Interceptor Procurement – Request for Approval

Snohomish County has set aside, for sale to the City, six of the lowest mileage, lowest hours and best condition Police Interceptor SUV’s (SnoCo SUV) that have been scheduled for public auction.

Expected Life

Based on mileage and low engine idle hours, these vehicles will remain fully functional in a full time status for 6 years and at the end of life will retain value as surplus or to retain as a back up to Police fleet.

- Years of Service 6
- Replacement Year: 2028/2029
- End of Life Mileage: 154,000

Benefit Analysis

Staff have verified that this procurement is fiscally advantageous and presents an immediate means to meet and bolster police fleet requirements.

Vehicle Compare x1	Base Price	Up-Fit	Peripherals	Total in Service Cost	In Service + Replacement Cost	Annual Cost Until Replacement
SnoCo SUV	\$13,408	\$2,250	\$5,800	\$21,458	\$97,327	\$16,221
New SUV	\$55,415	\$25,288	\$5,800	\$87,753	\$183,945	\$16,722

For a period of 6 years, the SnoCo SUV will provide the same service level at the same annual cost as new procurements. Comparison below is extended by 6 to compare the total number of units in this request.

Vehicle Compare x6	Base Price	Up-Fit	Peripherals	Total in Service Cost	In Service + Replacement Cost	Annual Cost Through Replacement
SnoCo SUV	\$80,880	\$13,500	\$34,800	\$128,478	\$583,962	\$97,326
New SUV	\$332,490	\$151,728	\$34,800	\$526,518	\$1,103,670	\$100,332

While the financial impact is accounted for, the primary benefit remains that this procurement is in alignment with fleet objectives to provide inventory for projected staffing in Public Safety. At the time that Public Safety needs are met, by way of new capital and establishment of adequate reserve vehicles, the Fleet Division will move

forward to surplus no longer useful inventory. Because these six SnoCo SUV are being procured at a price less than surplus value, it is expected that we will recover at least 85% of the base price.

With approval, staff will proceed to coordinate with Public Safety and SnoCo to acquire the following inventory:

Make/Model	Year	Mileage	Idle Hours	Total Sale Price
Ford Interceptor	2016	98,325	NA	\$13,461.34
Ford Interceptor	2017	103,148	3,646	\$13,461.34
Ford Interceptor	2017	108,602	5,827	\$13,461.34
Ford Interceptor	2017	104,772	2,433	\$10,854.02*
Ford Interceptor	2017	93,295	3,883	\$15,658.42
Ford Interceptor	2018	107,604	3,035	\$13,551.10*

*requires lightbar

c.

Mark Cardon, Fleet & Facilities Supervisor

Jim Lawless, Assistant Chief

Sandy Langdon, Finance Director

Jeff Laycock, Public Works Director



**MARYSVILLE POLICE
DEPARTMENT**
ERIK SCAIRPON, CHIEF OF POLICE



DATE: June 22, 2023
 TO: Gloria Hirashima, CAO
 FROM: Erik Scairpon, Chief of Police
 SUBJECT: Mid-cycle budget correction

I am requesting council approval for vehicle procurement and upfit funds to equip previously approved police officer positions. The council approved these positions in 2021 for the 21-22 budget cycle (see attached original memo). Due to unforeseen staffing issues, these four positions were not hired in the budget cycle, and the vehicles were not purchased. We anticipate that by the end of this summer, we will be able to fill these spots. The funds allocated for the vehicle purchases were never transferred forward to the new budget cycle, and this request is necessary to fund the purchase and upfit of these vehicles. In summary, the cars are for the following previously approved positions:

<u>Budget Year 2021</u>	FTE
One Police Officer with a crime prevention focus	1
<u>Budget Year 2022</u>	
Two (2) Police Officers to add additional staffing to overlap shifts	2
Additional police detective	1

<u>Budget Amendment Requested</u>	Cost
Four (4) Police Interceptors – cost estimate developed by recent acquisition of four police interceptors from Arizona State Bid for the vehicle replacement program. \$55,415 each.	\$221,660.00
Four (4) Police Radios for MPD Police Vehicles - \$6500 each, possible reimbursement through Sno-911 fleet expansion program	\$26,000.00
Four (4) HAVIS vehicle docks (\$1242.59 each/ \$4970.36 subtotal) and computers (\$2042.88 each/ \$8171.52 subtotal) for upfit into vehicles.	\$13,141.88
Upfit expenses to prepare four vehicles for police service through Systems for Public Safety – a Ford-certified police vehicle upfitter. Estimate developed from recent quote for similar scope of work on four vehicles. \$25,288 per vehicle.	\$101,152.00
Management Reserve of 15% to account for variation in cost (Subtotal = \$361,953.88)	\$54,293.08
Total Requested for Vehicle Upfit and Allocation	\$416,246.96

ES:es

“SERVICE WITH HONOR”
 501 DELTA AVE, MARYSVILLE, WASHINGTON 98270
 360-363-8300



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** Adopting Policies and Procedures for Right-of-Way Acquisition

SUGGESTED ACTION:

Recommended Motion: I move to approve Resolution _____ and authorize the Mayor to sign the attached Right-of-Way Procedures, Administrative Settlement Policy, Waiver of Appraisal Procedure, Relocation Appeal Process and thereby adopting the City’s right-of-way procurement policy consistent with the Washington State Department of Transportation program requirements.

SUMMARY:

The Washington State Department of Transportation (WSDOT) requires agencies using federal funds on projects administered by WSDOT to have Approved Right-of-Way (ROW) Procedures that meet program requirements. The City's ROW Procedures were last updated in 2021. The ROW Procedures are intended to be updated at least every three years and when changes to staff occur.

The attached ROW Procedures and Waiver of Appraisal Procedure documents are standard form documents from WSDOT. Only the City staff listed in the document have authority to manage and administer right-of-way activities on federally funded projects.

The attached Administrative Settlement Policy is not a standard form document from WSDOT. The policy is intended to formalize the City's administrative settlement policies and procedures as outlined in the attachment. This includes Chief Administrative Officer and Public Works Director authority to offer 10% within fair market value. Any settlement above 10% fair market value will require Mayor or Council approval depending on the settlement amount. The Mayor will have authority to offer above 10% fair market value for settlements below \$100,000. Council will have authority to offer above 10% fair market value for settlements above \$100,000. There is no change to this policy from the previous adopted policy.

The attached Relocation Appeal Process policy is also not a standard form document from WSDOT. The policy is intended to allow a person directly impacted by a project to submit an appeal in writing if they believe the City has failed to properly consider their eligibility for relocation assistance. The Public Works Director will render a decision to either accept or reject the appeal within 30 calendar days. If the appealing party does not agree with the decision from the Public Works Director, they may request a reconsideration within 14 calendar days to the Chief Administrative Officer (CAO). The CAO will render a decision to either accept or reject within 60 calendar days with written findings and conclusions, representing the City's final decision. Lastly, the appealing party has the right to seek judicial review from the Snohomish County Superior Court within 21 calendar days of the written decision from the CAO. If no formal appeal is filed, the appeal is closed.

ATTACHMENTS:

[LPA001 - ROW Procedures updated.pdf](#)
[Resolution Adopting ROW Acquisition Procedures.pdf](#)
[Marysville Relocation Appeals Process.pdf](#)

Right of Way Procedures

The **CITY OF MARYSVILLE** (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by names and position titles, which are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provides a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

- i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are conducted in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures Agency’s approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Oversight and approval of Administrative Offer Summaries (AOS) per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure Agency has a relocation appeal process prior to starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

Jeff Laycock, Public Works Director; Max Phan, Assistant Public Works Director/City Engineer;

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at

<https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use Appraiser from WSDOT's Approved Consultant List if Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare AOS;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to make sure they are adequate, reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;

- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare AOS justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management, as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

v. RELOCATION:

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

vi. PROPERTY MANAGEMENT:

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

Gloria Hirashima, Chief Administration Officer; Jeff Laycock, Public Works Director; Max Phan, Assistant Public Works Director / City Engineer; Sandy Langdon, Finance Director; Jon Walker, City Attorney; Pat Gruenhagen, Senior Project Manager; Steve Miller, Senior Project Manager

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. The LAC will perform spot check reviews on selected federal aid or federal aid eligible projects. **The LAC must be given an opportunity to review all offers and supporting data prior to offers being made to the property owners.** The number of spot check reviews is dependent upon the scope of the project, complexity of acquisitions, the local agency's level of experience, and past performance. Spot check reviews may not be required on all projects but will lessen the risk of delays during ROW Certification. Additional information or parcel files may be requested by the LAC to ensure local agency compliance.
 - c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlement needs to be included with these procedures (see Exhibit A).
 - d. An Agency wishing to take advantage of the AOS process, properties valued up to \$25,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, construction stages, and for a three-year period following acceptance of the projects by WSDOT.
 3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all, or part of the functions approved.

JON NEHRING, MAYOR

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT A

Agency's Administrative Settlement Policy

RESOLUTION NO. XX

The City of Marysville hereby agrees to implement the following policy and procedures to expedite the acquisition of real property by agreements with owners and to avoid litigation and relieve congestion to the courts. It is the city's intent to make every reasonable effort to expeditiously acquire real property by negotiation. Furthermore, the City of Marysville recognizes the inexact nature of the process by which just compensation is determined. Therefore, the implementation of the policies and procedures set forth are necessary in resolving differences with property owners:

1. Any administrative or stipulated settlement, which exceeds the fair market value, must be well documented, thoroughly justified, and the rationale for the settlement shall be set forth in writing.
2. The extent of written explanation is a matter of judgment and should be consistent with the circumstances and the amount of money involved. It must analyze the specific parcel in the context of the project.
3. If the total compensation paid to acquire property or any interest in property for right-of-way purposes is less than \$100,000.00:
 - (a) The mayor has the authority to execute all deeds and other documents necessary to acquire property or any interest in property for right-of-way purposes;
 - (b) The chief administrative officer and the public works director have authority to approve administrative settlements that do not exceed fair market value by more than ten percent (10%);
 - (c) The mayor has authority to approve administrative settlements that exceed fair market value by more than ten percent (10%), provided the mayor determines that it is in the public interest.
4. If the total compensation paid to acquire property or any interest in property for right-of-way purposes is \$100,000.00 or more, the city council has authority to approve all administrative settlements including those that exceed fair market value by more than ten percent (10%), when the council determines that such action is in the public interest.
5. In arriving at a determination to approve an administrative settlement, full consideration to all pertinent information, but not limited to the following:
 - (a) The negotiator's recorded information, including parcel details, estimates, bids, research information, all available appraisals, including the owner's, and the owner's rationale for increased compensation as well as the probable range of value if the matter was to go to trial in an eminent domain/condemnation action.
 - (b) The ability to acquire the property, or possession, through the condemnation process to meet the construction schedule.
 - (c) Recent court awards in cases involving similar acquisition and appraisal problems.
 - (d) Likelihood of obtaining an impartial jury in local jurisdictions, opinion of legal counsel where appropriate.

(e) Estimate of trial cost weighted against other factors.

JON NEHRING, MAYOR

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT B
Waiver of Appraisal
Agency's Administrative Offer Summary (AOS)

The CITY OF MARYSVILLE, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Upon signature a first offer to the property owner(s) is authorized.

JON NEHRING, MAYOR

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING POLICIES AND PROCEDURES FOR RIGHT-OF-WAY ACQUISITION AS REQUIRED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY TO OBTAIN SUCH RIGHTS-OF-WAY WHEN THE COST OF ACQUISITION IS LESS THAN \$100,000.00, AND REPEALING RESOLUTION 2500.

WHEREAS, when right-of-way is acquired using federal grant funds, the City must conform with federal regulations; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has policies that conform with applicable state and federal regulations; and

WHEREAS, to fulfill these requirements the City must acquire rights-of-way and real property in accordance with the policies set forth in the WSDOT Right-of-Way Manual and the Local Agencies Guidelines Manual; and

WHEREAS, adopting WSDOT documents -- LPA001 – ROW Procedures is necessary to comply with these requirements; and

WHEREAS, adopting policies and procedures for right-of-way acquisition and administrative settlements is also necessary to comply with these requirements; and

WHEREAS, to expedite the acquisition of real property and interests in real property for right-of-way, the City Council authorizes the Mayor to execute all necessary documents to transfer ownership when the compensation paid for such property is less than \$100,000.00; and

WHEREAS, if minor staffing changes occur, staff will use LPA001b to submit the changes to WSDOT and need not bring those changes to the City Council for approval; and

WHEREAS, adopting the Right of Way Acquisition Administrative Settlement Policy & Procedures for Marysville will enhance the City's ability to relieve traffic congestion and improve its transportation network.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that WSDOT documents -- LPA001 – ROW Procedures and Agency's Administrative Settlement Policy (Exhibit A) and Waiver of Appraisal Procedure (Exhibit B) are adopted for use by the City.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City Council authorizes the Mayor to execute all necessary documents to transfer ownership when the compensation paid for such property is less than \$100,000.00.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Resolution 2500 is hereby repealed for the reason that it is replaced by this Resolution.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
GENEVIEVE GEDDIS, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

CITY OF MARYSVILLE RELOCATION APPEAL PROCESS

The City of Marysville has a Right of Way Acquisition program consistent with the Washington State Department of Transportation Right of Way Manual. In projects including federal funding, the City contracts with an independent relocation service specialist to develop a project-specific Right of Way and Relocation Plan and provide services and information to displaced persons. Impacted persons will receive notices from the relocation agent that describes how the policies apply to the displacee and their eligibility and amount of payment, if any.

Appealable Actions

When a project is federally funded and where the City Council has not waived relocation assistance, a person directly impacted (owner or tenant of impacted parcel) may submit an appeal in writing if they believe the City has failed to properly consider their eligibility for relocation assistance. Such appeal may include, but is not limited to, decisions regarding the person's eligibility for or the amount of a payment presumed to be required under Chapter 12 of the Washington State Department of Transportation Right of Way Manual, or a relocation payment which appears to be required under WAC 468-100-010.

Appeal Requirements

Appeals must be in writing and addressed to:

Director of Public Works
City of Marysville
501 Delta Avenue
Marysville WA 98270

A valid appeal must include the following elements and will be considered regardless of form:

- City project name as appears on the offer letter or other correspondence;
- Snohomish County tax parcel number and/or address of the impacted location;
- Date of the City's relocation notice which is being appealed;
- Name of the aggrieved person(s);

- Statement of issues/concerns which explains the aggrieved person's claims including all relevant facts, reasons, and supporting evidence as to the nature of the grievance or why the displaced person is otherwise aggrieved;
- Specific relief requested to resolve the matter; and
- Signature, current mailing address, email, and telephone number of the person or contract information for the person's authorized representative.

If the appeal application is incomplete, the City may suggest additional information which must be submitted within fourteen (14) calendar days to complete the appeal application or the application will be deemed incomplete and closed.

Right to Representation

Persons making an appeal have the right to choose to be represented by legal counsel or other representative in connection with their appeal, but solely at the person's own expense.

Appeal Decision

The City Public Works Director, a person knowledgeable in relocation assistance regulations, will analyze information provided in the request and render a decision to either accept or reject, in whole or in part, the claim or may authorize an alternative agreement for the complaining party and issue a written decision on the appeal within thirty (30) calendar days of the receipt of a valid appeal.

Request for Reconsideration of Public Works Review Decision

If the appealing party believes the City Public Works Director Review Decision does not correctly evaluate their appeal, they may choose to file a written request for Reconsideration of the Review Decision. A request for reconsideration must be filed within fourteen (14) calendar days of the date of mailing of the Public Works Director's decision. Requests for reconsideration filed after the 14 calendar days have lapsed will not be considered. A request for reconsideration is considered filed if it is hand-delivered to the City's front counter during city business hours within the 14 days or is mailed to the Chief Administrative Officer and received within the 14 days.

Reconsideration Requirements

Requests for reconsideration of the Review Decision must be in writing and addressed to:

Chief Administrative Officer
City of Marysville
501 Delta Avenue
Marysville WA 98270

The request must include a copy of the original appeal and Appeal Decision together with a statement from the requester specifically stating the grounds of their second appeal. The Chief Administrative Officer may request in writing additional information be submitted. Applications for reconsideration will be considered regardless of form.

Reconsideration Decision

This Reconsideration review will be undertaken by the Chief Administrative Officer (CAO), a decision maker who is both knowledgeable in relocation assistance regulation and independent of the Public Works Department. The CAO will analyze request for reconsideration and the Public Works Review Decision then render a decision to either accept or reject, in whole or in part, the claim or may authorize an alternative agreement for the complaining party within sixty (60) calendar days with written findings and conclusions which represent the City's final decision.

Judicial Review

The person submitting the appeal has the right to seek judicial review of the City's final decision from the Snohomish County Superior Court within twenty-one (21) calendar days of the written decision. If no formal appeal is filed within twenty-one (21) calendar days, the appeal is closed.

[Approval signature on page to follow]

Policy Approval

Approved by the City on the ____ day of _____, 2023.

Jon Nehring, Mayor of Marysville

Approved as to Form:

City Attorney

Attest:

City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** regarding Gissberg Twin Lakes Park

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No._____.

SUMMARY: Staff continue to plan with our partners at Snohomish County to transfer the Gissberg Twin Lakes Park from county ownership to the city. The purpose of this resolution is to relay the support of the Marysville City Council to Snohomish County leadership that we are willing to take on the stewardship of the park.

ATTACHMENTS:
[Twin Lakes Resolution - update.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, IN SUPPORT OF THE TRANSFER OF OWNERSHIP OF THE
GISSBERG TWIN LAKES PARK FROM SNOHOMISH COUNTY TO THE
CITY.**

WHEREAS, Snohomish County owns and operates the Gissberg Twin Lakes Park, located at 16324 Twin Lake, Marysville, WA, and

WHEREAS, the County desires transferring ownership of the Gissberg Twin Lakes Park to the City of Marysville; and

WHEREAS, the City desires to obtain ownership of the Gissberg Twin Lakes Park; and

WHEREAS, owning the Gissberg Twin Lakes Parks would provide a public benefit by allowing the City to operate and care for the Park; and

WHEREAS, the purpose of this resolution is to relay to the Snohomish County leadership the City Council's support for the City assuming ownership and stewardship of the park, while City and County staff continue to work on the final details of the planned transfer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City supports the transfer of ownership of the Gissberg Twin Lakes Park from Snohomish County to the City, which transaction is anticipated to occur on January 1, 2024.

ADOPTED by the City Council at an open public meeting this _____ day of June, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____,
DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** of the City Council of the City of Marysville, Washington, Declaring Certain Real Property Surplus and Authorizing Its Demolition

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No. _____.

SUMMARY: The City owns several properties throughout the city that have structures that should be removed to allow for redevelopment. None of the structures have value for municipal purposes. Council approval is required to declare the structures surplus.

ATTACHMENTS:
[Resolution Real Property Surplus.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DECLARING CERTAIN REAL PROPERTY SURPLUS AND
AUTHORIZING ITS DEMOLITION.**

WHEREAS, the City owns a number of parcels that had existing structures when the City purchased them; and

WHEREAS, the City has no need for any of the structures and they are not needed for any municipal purpose; and

WHEREAS, demolishing these structures would renew the sites and make them useable for valuable municipal purposes; and

WHEREAS, the City purchased 117 Beach Avenue for redevelopment in conjunction with the redevelopment of the City's waterfront and downtown; and

WHEREAS, the structures on 117 Beach Avenue are not fit for any municipal purpose having been specifically constructed as an emissions testing facility; and

WHEREAS, the structures on 117 Beach Avenue have been an ongoing nuisance, attracting criminal activity and vandalism; and

WHEREAS, demolishing the structures on 117 Beach Avenue will make the property suitable for redevelopment and increase the value of the property to the City; and

WHEREAS, the City purchased 1408 1st Street for redevelopment in conjunction with the Ebey Waterfront Park; and

WHEREAS, the structure on 1408 1st Street was formerly an auto parts store and more recently used as an office for a local nonprofit; and

WHEREAS, inspection of the building has shown that it can no longer be safely used for any purpose and, consequently, is no longer needed or suitable for any municipal purpose; and

WHEREAS, demolishing the structure on 1408 1st Street will increase the value of the property to the City and enhance the area for the Ebey Waterfront Park development; and

WHEREAS, the City purchased 10118 Smokey Point Boulevard and subsequently identified a municipal use for the property to house a police evidence storage building; and

WHEREAS, one of the structures on the site, a small steel building of approximately 400 square feet, has been damaged by vandals and is no longer suitable for any municipal purpose; and

WHEREAS, demolishing this building would allow the City to replace it with a larger structure that would serve the planned municipal purpose for the site; and

WHEREAS, the City purchased 60 State Avenue, also known as the Interfor Mill site, for future municipal development; and

WHEREAS, the site has various former mill buildings including an office building, a maintenance building/shop, storage shed, and kiln, that serve no municipal purpose; and

WHEREAS, demolishing these structures would allow the City to utilize or market the property for redevelopment in conjunction with the City’s waterfront redevelopment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the structures identified in the recitals are surplus to the City’s needs.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the mayor should demolish the structures identified in the recitals so the properties can be utilized for municipal purposes.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City of Marysville Amending Chapter 6.27 of the Municipal Code in Regard to Controlled Substances and Drug Paraphernalia

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

SUMMARY: State laws regarding possession of a controlled substance were set to expire July 1, 2023. During the recent special session the state legislature passed 2E2SSB 5536 which the governor subsequently signed (Chap. 1, Laws of 2023). The new law amends a number of statutes relating to controlled substances and expressly preempts local laws regulating drug paraphernalia. It also adds a state law prohibiting public use of drugs. The provisions of the new statute relating to possession of a controlled substance and public use take effect on July 1st. The City Council previously adopted Ordinance No. 3272 in the event the legislature did not take action before July 1st. This ordinance mirrors the state law, but adopts a more expansive definition of "public place" in regard to the use of drugs (the legislature simply used a definition from the liquor statute which is more restrictive). The ordinance is an emergency ordinance to protect public health and safety and will take effect immediately if Council passes it and the Mayor signs.

ATTACHMENTS:
[Possession Ordinance - 6-19-23.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING CHAPTER 6.27 OF THE MUNICIPAL CODE IN REGARD TO CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA.

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional can result in physical injury or death; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional often exacerbates mental health conditions; and

WHEREAS, using controlled substances can alter a person's brain or brain chemistry with negative health consequences; and

WHEREAS, persons using controlled substances can become addicted to such substances resulting in negative physical and mental health consequences and damage to family and personal relationships; and

WHEREAS, the use of controlled substances without a prescription or medical supervision is more likely to result in addiction; and

WHEREAS, the use of controlled substances without a prescription is positively correlated with criminal behavior; and

WHEREAS, the City has taken steps to address these problems through teaming police officers with social workers and mental health professionals and the municipal court's Mental Health Alternatives Program; and

WHEREAS, on February 25, 2021, the Washington State Supreme Court held in the case of *State v. Blake*, (197 Wn.2d 170, 481 P.3d 521 (2021)), that RCW 69.50.4013(1) – the statute that criminalized the possession of a controlled substance without a prescription – exceeded the state's police power and violated the due process clauses of the state and federal constitutions because it lacked a knowledge element; and

WHEREAS, the Supreme Court's ruling had the effect of eliminating any criminal penalties for the possession of a controlled substance without a prescription; and

WHEREAS, both the Washington state legislature and the Marysville City Council passed laws in response to this development; and

WHEREAS, the Washington state legislature passed and the governor signed 2E2SSB 5536 (Chap. 1, LAWS OF 2023), which amends a number of statutes relating to controlled substances and drug paraphernalia; and

WHEREAS, the state legislature expressly preempted local laws regulating drug paraphernalia; and

WHEREAS, the courts in decisions such as *City of Tacoma v. Luvone*, 118 Wn.2d 826, 827 P.2d 1374 (1992), and *State v. Fisher*, 132 Wn. App. 26, 130 P.3d 382 (2006), have recognized the concurrent jurisdiction of local governments to criminalize drug-related activity; and

WHEREAS, the protection of public health and safety require that this ordinance take effect immediately upon its passage and approval by the mayor.

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

SECTION 1. Chapter 6.27 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Section 6.27.025 of the municipal code is repealed effective August 15, 2023.

SECTION 3. The sections of the revised code of Washington adopted by this ordinance are attached as Exhibit B.

SECTION 4. Ordinance No. 3272 is repealed.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 6. 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 7. Effective Date. This ordinance is necessary for the protection of public health and public safety, and is effective upon its passage by the City Council and approval by the Mayor.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

6.27.010 Statutes incorporated by reference.

The following statutes regarding controlled substances and drug paraphernalia are incorporated by reference:

RCW

9.47A.010 Definition.

9.47A.020 Unlawful inhalation – Exception.

9.47A.030 Possession of certain substances prohibited, when.

9.47A.040 Sale of certain substances prohibited, when.

9.47A.050 Penalty.

69.41.010 Definitions of legend drugs.

69.41.030 Possession of a legend drug unlawful.

69.41.060 Search and seizure.

69.50.101 Definitions.

69.50.102 [Drug Paraphernalia](#) - Definitions.

69.50.201 Authority to control.

69.50.202 Nomenclature.

69.50.204 Schedule I.

69.50.206 Schedule II.

69.50.208 Schedule III.

69.50.210 Schedule IV.

69.50.212 Schedule V.

~~69.50.4011—Counterfeit substances—Penalties.~~

~~69.50.4013—Possession of a controlled substance.~~

69.50.4014 Possession of forty grams or less of cannabis—Penalty.

69.50.412 Prohibited acts: E—Penalties.

69.50.4121 Drug paraphernalia—Selling or giving—Penalty.

69.50.445 Opening package or consuming marijuana in view of general public or public place.

69.50.505 Seizure and forfeiture.

6.27.010 Purpose

The purpose of this chapter is to protect public health and safety and to reduce the negative effects flowing from the use of controlled substances. The police department and city attorney should consider alternatives to arrest, prosecution, and incarceration when such an approach is consistent with individual accountability and public safety.

~~6.27.020 Possession of drug paraphernalia.~~

~~(1) It is unlawful for any person to use, or possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance, other than marijuana. Any person who violates this subsection is guilty of a misdemeanor.~~

~~(2) It is unlawful for any person to deliver, possess with intent to deliver, or manufacture with intent to deliver drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance other than marijuana. Any person who violates this subsection is guilty of a misdemeanor.~~

~~(3) Any person 18 years of age or over who violates subsection (2) of this section by delivering drug paraphernalia to a person under 18 years of age who is at least three years his or her junior is guilty of a gross misdemeanor.~~

~~(4) It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication any advertisement, knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia. Any person who violates this subsection is guilty of a misdemeanor.~~

~~(5) It is lawful for any person over the age of 18 to possess sterile hypodermic syringes and needles for the purpose of reducing blood-borne diseases.~~

~~6.27.021 Possession of 40 grams or less of marijuana — Penalty.~~

~~Except as provided in RCW 69.50.401(3) or as otherwise authorized by Chapter 69.50 RCW, any person knowingly possessing 40 grams or less of marijuana is guilty of a misdemeanor.~~

~~6.27.022 Use of a controlled substance in a public place.~~

~~(1) It is unlawful for any person to knowingly use a controlled substance in a public place unless the controlled substance has been lawfully prescribed to the person using it.~~

~~(2) “Use” means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.~~

~~(3) “Public place” means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.~~

~~(4) Use of a controlled substance in a public place is a misdemeanor~~

6.27.020 Possession of controlled substance — Possession of useable cannabis, cannabis concentrates, or cannabis-infused products.

(1) Except as authorized by chapter 69.50 RCW, it is unlawful for any person to knowingly possess a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice.

(2) It is unlawful for any person to knowingly use a controlled substance in a public place unless the controlled substance has been lawfully prescribed to the person using it.

(a) “Use” means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.

(b) “Public place” means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, breezeways, plazas, parks, driveways, parking lots, and automobiles (whether moving or not), buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings as well as yards, patios, decks, and balconies that are visible to public view, including the common areas of apartment buildings and condominiums that are generally visible to residents and guests within the complex.

(3) Possession of a controlled substance or use of a controlled substance in public is a gross misdemeanor punishable by imprisonment of up to 180 days, or by a fine of not more than \$1,000, or by both such imprisonment and fine, however, if the defendant has two or more prior convictions for possession of a controlled substance or for use of a controlled substance in public under the municipal code, the revised code of Washington, or an equivalent municipal or county code and the offense was committed in the state of Washington on or after July 1, 2023, then the offense is punishable by imprisonment for up to 364 days, or by a fine of not more than \$1,000, or by both such imprisonment and fine.

(4) A person may not be charged with both possession of a controlled substance and use of a controlled substance in public relating to the same course of conduct. If the controlled substance being used in public is different from a controlled substance being possessed at the time of the use in public, then it is not the same course of conduct.

(5) The possession of cannabis, useable cannabis, cannabis concentrates, and cannabis-infused products being physically transported or delivered within the state, in amounts not exceeding those that may be established under RCW 69.50.385(3), by a licensed employee of a common carrier when performing the duties authorized in accordance with RCW 69.50.382 and 69.50.385, is not a violation of the municipal code.

(6) No person under twenty-one years of age may possess cannabis, cannabis-infused products, or cannabis concentrates, regardless of THC concentration. This does not include qualifying patients with a valid authorization.

(7) The possession by a qualifying patient or designated provider of cannabis concentrates, useable cannabis, cannabis-infused products, or plants in accordance with chapter 69.51A RCW is not a violation of the municipal code.

6.27.021 Counterfeit substances.

(1) Except as authorized by chapter 69.50 RCW, it is unlawful for any person to knowingly possess a counterfeit substance.

(2) It is unlawful for any person to knowingly use a counterfeit substance in a public place.

(a) “Use” means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a counterfeit substance into the human body.

(b) “Public place” means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, breezeways, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings as well as yards, patios, decks, and balconies that are visible to public view, including the common areas of apartment buildings and condominiums that are generally visible within the complex.

(3) Possession of a counterfeit substance or use of a counterfeit substance is a gross misdemeanor punishable by imprisonment of up to 180 days, or by a fine of not more than \$1,000, or by both such imprisonment and fine, however, if the defendant has two or more prior convictions for possession of a counterfeit substance or for use of a counterfeit substance in public under the municipal code, the revised code of Washington, or an equivalent municipal or county code and the offense was committed in the state of Washington on or after July 1, 2023, then the offense is punishable by imprisonment for up to 364 days, or by a fine of not more than \$1,000, or by both such imprisonment and fine.

(4) A person may not be charged with both possession of a counterfeit substance and use of a counterfeit substance in public relating to the same course of conduct. If the counterfeit substance being used in public is different from a counterfeit substance being possessed at the time of the use in public, then it is not the same course of conduct.

6.27.025 Offer of referral.

When a police officer has probable cause that a person has committed the crime of possession of a counterfeit substance, possession of a controlled substance, possession of 40 grams or less of marijuana, possession of a legend drug, or possession of drug paraphernalia, the officer will offer a referral to assessment and services in the manner provided by RCW 10.31.115. When a police officer has probable cause that a person has committed the crime of use of a controlled substance

in a public place, the officer may, but is not required to, offer a referral and is authorized to book the person into jail regardless of whether that person has previously been offered a referral.

EXHIBIT B



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 26, 2023

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City of Marysville for Public Art

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

SUMMARY: Art creates culture.
 Art stimulates business.
 Art drives tourism.
 Art inspires young minds.
 Public art can cultivate a cultural identity by setting a community apart and attracting people to its uniqueness.
 Public art reflects on our community.

This public art fund will be used to establish two new programs. The first will be a selection of a piece or pieces of public art for the City of Marysville to be installed at either a public building or a park property. The second project will be to create a micro grant program to artists for the development of public art within Marysville.

The application process will be monitored by the Parks, Culture and Recreation Department and reviewed by the Marysville Parks, Culture and Recreation Advisory Board and the City Council's Economic Development Committee.

ATTACHMENTS:
[Arts Ordinance 6-19-23.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 3.76.010 OF THE MUNICIPAL CODE
IN REGARD TO FUNDING PUBLIC ART AND LOCAL ARTISTS.**

WHEREAS, art inspires and creates culture, thereby stimulating business and tourism within the city; and

WHEREAS, public art is associated with a city's identity; and

WHEREAS, the city formerly had an advisory arts commission created by Ordinance No. 994; and

WHEREAS, this ordinance was repealed by Ordinance No. 1481 in 1986; and

WHEREAS, a special fund for municipal art was created by Ordinance No. 1017 in 1979 and codified at section 3.76.010 of the municipal code; and

WHEREAS, this special fund remains available to be used for budgeting for public art; and

WHEREAS, the City Council desires to utilize this fund to make expenditures for artists and public art that will enhance the general welfare within the city.

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

SECTION 1. Section 3.76.010 of the municipal code is amended as set forth in Exhibit A.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

3.76.010 Creation.

1. There is created a special fund entitled the municipal arts fund into which shall be paid all grants, bequests, donations and such municipal funds as the city council may designate for use in connection with ~~the functions specified in Chapter 2.88 MMC and as said chapter may hereafter be amended, and from which shall be paid the expenses of the advisory commission on the arts which are incurred in the performance of its duties and responsibilities under said chapter and any other appropriate ordinances of the city of Marysville~~ funding local artists and public artwork.

2. The city council may specifically fund artists or public artwork or it may budget funds to be expended for these purposes. If funds are budgeted for public art or grants for local artists without specifying a project or artist, the park, recreation, and culture board will solicit proposals, review proposals, and recommend expenditures to the mayor. The mayor will consult with the council's economic development committee prior to expending the funds.