

July 27, 2020

Marysville City Council Meeting
7:00 p.m.

City Hall

PUBLIC NOTICE:

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

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Proclamation: Declaring September 2020 as Childhood Cancer Awareness Month

Audience Participation

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

1. Approval of the June 22, 2020 City Council Meeting Minutes

Consent

2. Approval of the June 25, 2020 Miscellaneous Payroll in the Amount of \$15,999.41 Paid by EFT Transactions and Check Number 33167.

3. Approval of the July 8, 2020 Claims in the Amount of \$1,094,171.64 Paid by EFT Transactions and Check Numbers 141938 through 142067 with Check Number 140407 Voided.

Marysville City Council Meeting**July 27, 2020****7:00 p.m.****City Hall**

4. Approval of the July 10, 2020 Payroll in the Amount of \$1,636,225.20 Paid by EFT Transactions and Check Numbers 33147 through 33166.

5. Approval of the July 15, 2020 Claims in the Amount of \$5,024,203.80 Paid by EFT Transactions and Check Numbers 142068 through 142182 with Check Numbers 138969 and 140013 Voided.

6. Approval of the July 22, 2020 Claims in the Amount of \$1,113,649.85 Paid by EFT Transactions and Check Numbers 142183 through 142320 with Check Numbers 141835, 141837, 141852, 141861, 141872, 141892 and 141893 Voided

7. Approval of the July 24, 2020 Payroll in the Amount of \$1,388,657.54 Paid by EFT Transactions and Check Numbers 33168 through 33180.

Review Bids**Public Hearings**

8. Consider Approving the Community Development Block Grant Program Year 2019 Annual Action Plan Amendment for COVID-19 Rental Assistance Relief.

Consider**New Business**

9. Consider Approving a Letter to the Fire District Requesting Termination of the Interlocal Agreement Between Marysville Fire District and the City of Marysville Regarding Facility Landscaping Maintenance to be Effective August 31, 2020.

10. Consider Approving an Ecology Grant Agreement WQC-2020-MaryPW-00100 with the Department of Ecology.

11. Consider Awarding the Contract to Construct the Downtown Stormwater Treatment Preloading Construction Contract with Tastad Construction in the Amount of \$158,121.03 and Approve a Management Reserve of \$5,000.00 for a Total Allocation of \$163,121.03.

12. Consider Approving Amendment Number 1 for the Biosolids Removal and Reuse Project with American Process Group Increasing the Total Contract Amount to \$10,101,157.60.

13. Consider Approving the Interlocal Agreement with Washington State Department of Transportation Supplement Number 1 and Local Agency Federal Aid Project Prospectus, Laying the Groundwork for Authorization of \$537,670.00 in Federal Funds for Construction on Project #R1901 Citywide.

A



PROCLAMATION

Declaring September 2020 as Childhood Cancer Awareness Month in Marysville

- WHEREAS, pediatric cancer is the leading cause of death by disease in children; and
- WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday; and
- WHEREAS, 80 percent of childhood cancer cases are diagnosed only after the disease has metastasized and spread to other parts of the body; and
- WHEREAS, two-thirds of childhood cancer patients will have long-lasting chronic conditions as a result of the treatment they go through; and
- WHEREAS, there has been a 24 percent increase in pediatric cancer cases over the last 40 years, equal to 43 children per day or 15,780 children a year diagnosed with cancer in the United States; and
- WHEREAS, the National Cancer Institute recognized the unique research needs of childhood cancer and increased funding to conduct this research; and
- WHEREAS, researchers and healthcare professionals work diligently to dedicate their expertise to treat and cure children with cancer; and
- WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure for all childhood cancers;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim September 2020 as

CHILDHOOD CANCER AWARENESS MONTH

in the City of Marysville. I encourage all Marysville residents to join me in this special observance.

Under my hand and seal this twenty-seventh day of July, 2020.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**City Council Meeting
Minutes
June 22, 2020**

Call to Order

Mayor Nehring called the June 22 meeting of the Marysville City Council to order at 7:00 p.m.

Invocation

The invocation was given by Luis Sanchez from Church for the Nations.

Pledge of Allegiance

Mayor Nehring led the flag salute.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks & Recreation Director Tara Mizell, Interim Police Chief Jeff Goldman, Community Development Director Jeff Thomas, Human Resources Manager Teri Lester, City Attorney Jon Walker, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Systems Analyst Mike Davis, City Engineer Jeff Laycock

Approval of the Agenda

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

AYES: ALL

Committee Reports

Council President Norton reported on the June 18 Public Safety Committee meeting where they discussed the budget, staffing, crime statistics, 4th of July patrols, and department morale.

Councilmember King reported on the recent Fire Board Personnel Committee meeting where they interviewed candidates for the Medical Services Administrator. There were two great candidates, and Dean Shelton was selected to fill that position.

Presentations

A. Proclamation: Declaring July 2020 as National Parks and Recreation Month

Mayor Nehring read the Proclamation declaring July 2020 as National Parks and Recreation Month into the record and encouraging all residents to recognize contributions that city parks facilities and programs make throughout the year to our overall quality of life.

Audience Participation

None.

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

1. Approval of the May 11, 2020 City Council Meeting Minutes

Motion to approve the May 11, 2020 City Council Meeting Minutes moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

2. Approval of the May 26, 2020 City Council Meeting Minutes

Motion to approve May 26, 2020 City Council Meeting Minutes moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

Consent

3. Approval of the June 3, 2020 Claims in the Amount of \$4,934,024.88 Paid by EFT Transactions and Check Numbers 141395 through 141499 with Check Numbers 123190, 139994, 140019, and 140372 Voided

4. Approval of the June 10, 2020 Payroll in the Amount of \$1,483,824.95 Paid by EFT Transactions and Check Numbers 33105 through 33126
5. Approval of the June 10, 2020 Claims in the Amount of \$1,224,485.86 Paid by EFT Transactions and Check Numbers 141500 through 141599 with Check Numbers 138461, 140914, 141011 and 140470 Voided

Motion to approve Consent Agenda items 3, 4, and 5 moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

Review Bids

Public Hearings

6. Consider Approving a Resolution Adopting a Six-Year Transportation Improvement Plan (2021-2026).

Public Works Director Nielsen introduced this item. City Engineer Jeff Laycock made the presentation of the Six-Year TIP as contained in the Council agenda packet. He reviewed non-motorized projects, traffic safety/intersection improvements, widening / lane addition projects, new alignment projects, bridges, pavement preservation, joint agency projects, and debt service.

Councilmember King asked about the status of the plans to replace the traffic signal at 80th Street and State Avenue. Mr. Laycock explained that it is on the list, and the right-of-way is almost secured. When it is, the project will go out for bids. Councilmember King also asked about Sunnyside Blvd and 40th Street. Mr. Laycock thought the City would need right-of-way at the intersection for a future signal.

Councilmember Richards asked about looking for grants to increase bike lanes. Mr. Laycock explained that the City is looking at several opportunities to get funding for bike lanes. Director Nielsen noted that the City applies for every grant possible, and they have been very successful in the past. Mr. Laycock thanked Kristin Kinnamon for her comments, and informed the group that he had replied to her comments in an email.

The public hearing was opened at 7:30 p.m. Public comments were solicited. Seeing none the hearing was closed at 7:30 p.m.

Motion to approve Resolution 2487 adopting a Six-Year Transportation Improvement Plan (2021-2026) moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

New Business

7. Consider Approving the 2019 Transportation Benefit District Annual Report

City Engineer Jeff Laycock reviewed the 2019 TBD Annual Report including pavement preservation projects and other construction, design, and planning projects as contained in the Council agenda packet. He emphasized that they are 75% complete with what they told the citizens they would do with these funds.

8. Consider Approving the Cedar Field Turf and Lighting Improvement Project with Coast to Coast Turf and Musco Lighting in the Amount of \$886,833.87 to start the 45 day Lien for Project Closeout

Director Nielsen noted that this project is complete and ready to go.

Motion to approve the Cedar Field Turf and Lighting Improvement Project with Coast to Coast Turf and Musco Lighting in the Amount of \$886,833.87 to start the 45 day Lien for Project Closeout moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

9. Consider Approving the Supplemental Agreement No. 3 to the Professional Services Agreement with WSP USA to Extend the Contract Term through December 31, 2020

Director Nielsen explained this is a no-cost time extension for the Grove Street overcrossing.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 3 to the Professional Services Agreement with WSP USA to Extend the Contract Term through December 31, 2020 moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

10. Consider Approving the Third Amendment to the 1995 Agreement with Tulalip Tribes to Wheel Water

Director Nielsen reviewed this item.

Motion to authorize the Mayor to sign and execute the Third Amendment to the 1995 Agreement with Tulalip Tribes to Wheel Water moved by Council President Norton seconded by Councilmember Vaughan.

AYES: ALL

11. Financial Management Report

Finance Director Langdon made the Financial Management Report covering the revenue and expenditure status of the city through May 31, 2020. The presentation included a comparison to the current citywide budget, a comparison to the previous

citywide budget, General Fund budget realignment as a result of the RFA, General Fund revenue and expenditure summary, and sales tax information.

Legal

Mayor's Business

Mayor Nehring had the following comments:

- The AWC Virtual Conference is this week.
- He reported on regional cold weather shelter cooperative efforts.
- He discussed requirements and the status of moving to Phase 3.

Staff Business

Director Mizell thanked the Mayor for the Proclamation for Parks. She announced that the golf course broke the record for the most rounds in a month. She is looking forward to the 4th of July fireworks and celebration.

Director Langdon had no further comments.

Interim Chief Goldman congratulated Parks for the Proclamation. He thanked the Council for forwarding encouraging words to police department staff.

Director Nielsen gave an update on traffic improvements.

Chief McFalls thanked staff for their hard work.

Director Thomas reviewed the status of the distribution of CBDG funds awarded to the community.

Human Resources Manager Lester had no comments.

City Attorney Walker stated the need for an Executive Session to address four items - three items regarding potential litigation and one regarding labor negotiation, expected to last 30 minutes with no action expected.

CAO Hirashima gave an update on measures taken due to the budget uncertainty related to COVID-19. She also gave an update on the Civic Center project. The slab will be poured this week for the jail. Walls will be going up over the next month. There have been some potential cost increases related to COVID-19. Staff is evaluating those.

Call on Councilmembers

Councilmember Stevens had no comments.

Councilmember Vaughan gave a report on today's Economic Development Committee meeting. The committee reviewed and approved a number of qualifying business rent relief applications for the first round of funding. He thanked Finance for helping to go through the applications. He believes these grants will help a lot of small businesses.

Councilmember Muller agreed that the Economic Development Committee meeting was great. He is pleased about being able to help so many businesses. Cedar Field looks awesome. The roundabout at 80th is a great improvement. He noted that Friday night traffic has started again.

Councilmember King thanked Jeff Laycock for his hard work on the TIP. He thanked Kristin Kinnamon for her input on bike transportation in the community. The Strawberry Parade didn't happen this year, but they did take the royalty around town and made several stops in the community. He thanked the Police Department and the Fire District for the photo ops, tokens, and gifts for the kids. He is looking forward to Cedar Field also.

Councilmember James asked Interim Chief Goldman for an update on homeless in the community. Interim Chief Goldman discussed a report he just received. Police are addressing the homeless situation and trying to get them assistance if they wish to do so. Councilmember James thanked the police for staying on top of this and for all the work they do.

Councilmember Richards commented on the recent peaceful march in the city. He expressed appreciation to the Marysville Police Department and their families. He thanked Public Works for getting State Street open at 100th again. He asked about the status of the idea to use some of the CDBG money for rent assistance. Mayor Nehring replied it could be discussed by Council whenever desired.

Council President Norton asked about the status of virtual council meetings from the Governor. City Attorney Walker said he expected to see another extension of the remote meetings due to COVID-19 updates. Council President Norton expressed appreciation to Public Works for all the work they are doing to make the community look better. She wished everyone a happy 4th of July.

Adjournment/Recess

The meeting recessed at 8:23 and reconvened in Executive Session at 8:35 p.m.

Executive Session

- A. Litigation - three potential litigation items, RCW 42.30.110(1)(i)
- B. Personnel - one labor negotiation item, RCW 42.30.140(4)(a)

Executive Session was held to address three potential litigation items and one labor negotiation item for an initial 30 minutes and then extended for 15 minutes and 5 minutes.

Reconvene

Adjournment

The meeting adjourned at 9:28 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the June 25, 2020 miscellaneous payroll in the amount \$15,999.41, paid by EFT Transactions and Check No.33167.

COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the July 8, 2020 claims in the amount of \$1,094,171.64 paid by EFT transactions and Check No.'s 141938 through 142067 with Check number 140407 voided.</p> <p>COUNCIL ACTION:</p>
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BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,094,171.64 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 141938 THROUGH 142067 WITH CHECK NUMBER 140409 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27th DAY OF JULY 2020**.

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/2/2020 TO 7/8/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141969	GFOA	CAFR REVIEW AND AWARD	FINANCE-GENL	610.00
141970	GILLINGS, FRED	MASKS	MUNICIPAL COURTS	54.98
141971	GOOD TASTE	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
141972	GOVCONNECTION INC	SURFACE PRO CASE	STORM DRAINAGE	45.10
141973	GRAINGER	SOAP, BRUSHES AND HOSES	ER&R	564.01
141974	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	140.32
	GRANITE CONST		ROADWAY MAINTENANCE	372.22
	GRANITE CONST		ROADWAY MAINTENANCE	402.53
	GRANITE CONST		ROADWAY MAINTENANCE	548.24
141975	GROVE STREET DENTIST	BUSINESS RENTL RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
141976	GUEST, SHANA	UB REFUND	WATER/SEWER OPERATION	13.34
141977	GUSTAFSON, JOHN	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
141978	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
141979	HD FOWLER COMPANY	PVC	WASTE WATER TREATMENT F	30.74
	HD FOWLER COMPANY		WASTE WATER TREATMENT F	45.34
	HD FOWLER COMPANY		WASTE WATER TREATMENT F	176.12
	HD FOWLER COMPANY	GAUGES	WATER DIST MAINS	352.72
141980	HEALTH FIRST CHIOPR	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
141981	HEAVENLY HANDS		ECONOMIC SUPPORT	4,000.00
141982	HOFFMAN, EVELYN	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
141983	HOLLIS, LORRAINE		PARKS-RECREATION	80.00
141984	HOME DEPOT USA	LASER MEASURER	ENGR-GENL	108.21
141985	HOME DEPOT USA	DISPENSER	COURT FACILITIES	95.35
	HOME DEPOT USA	CLEANER	CUSTODIAL SERVICES	116.34
	HOME DEPOT USA	DISPENSER	UTIL ADMIN	150.05
	HOME DEPOT USA	JANITORIAL SUPPLIES	COURT FACILITIES	181.66
	HOME DEPOT USA	CLEANER	FACILITY MAINTENANCE	185.72
	HOME DEPOT USA	JANITORIAL SUPPLIES	PUBLIC SAFETY BLDG	269.24
	HOME DEPOT USA		CITY HALL	278.66
	HOME DEPOT USA		UTIL ADMIN	372.75
	HOME DEPOT USA		MAINT OF GENL PLANT	380.76
	HOME DEPOT USA		WASTE WATER TREATMENT F	386.39
141986	HOUSE OF UPHOLSTERY	RECOVER SEATS	EQUIPMENT RENTAL	983.70
141987	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
141988	HYLTON, JONAS	EVENT CANCELLATION REFUND	PARKS-RECREATION	95.00
141989	IDEAL WELLNESS	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
141990	KAMINSKY,SULLENBERGE	TRAINING-LAWRENSON	POLICE TRAINING-FIREARMS	300.00
141991	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
141992	KRAVCHUK, VLADIMIR &	UB REFUND	WATER/SEWER OPERATION	98.74
141993	KUNG FU 4 KIDS	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
141994	LES SCHWAB TIRE CTR	TIRES	ER&R	5,748.53
141995	LOWES HIW INC	DOOR ROLLERS	MAINT OF GENL PLANT	22.87
141996	M&F SALON	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	1,770.00
141997	MARYSVILLE AWARDS		ECONOMIC SUPPORT	4,000.00
141998	MARYSVILLE COOPERATI		ECONOMIC SUPPORT	2,250.00
141999	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	365,666.78
142000	MARYSVILLE JEWELRY &	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142001	MARYSVILLE PRINTING	ENVELOPES	MUNICIPAL COURTS	1,011.03
142002	MARYSVILLE SKATE CEN	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142003	MARYSVILLE TRAVEL		ECONOMIC SUPPORT	4,000.00
142004	MARYSVILLE VISION		ECONOMIC SUPPORT	4,000.00
142005	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	283.36
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	GOLF ADMINISTRATION	479.48
	MARYSVILLE, CITY OF	UTILTIY SERVICE-6810 84TH ST NE	GOLF ADMINISTRATION	603.88
142006	MAXIS RESTAURANT	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142007	MBITHI, PIUS	UB REFUND	WATER/SEWER OPERATION	24.02
142008	MCCARTHY HOME REMODE	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142009	MONICAS SALON		ECONOMIC SUPPORT	2,250.00
142010	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	6.04
	MOUNTAIN MIST		WASTE WATER TREATMENT F	6.05
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	6.05

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/2/2020 TO 7/8/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142010	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT F	12.97
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	12.97
	MOUNTAIN MIST		SEWER MAIN COLLECTION	12.97
142011	NAVIA BENEFIT	FLEXPLAN FEES-JUNE 2020	PERSONNEL ADMINISTRATIOI	166.00
142012	NEATHERLIN, SHERYL	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
142013	NEGRON, DAVID	REIMBURSE UNIFORM EXPENSE	PRO ACT TEAM	404.97
142014	NW SIGN & DESIGN	SNEEZE GUARDS	PROBATION	145.91
	NW SIGN & DESIGN		PROBATION	145.91
	NW SIGN & DESIGN		MUNICIPAL COURTS	437.73
	NW SIGN & DESIGN		MUNICIPAL COURTS	437.73
142015	OFFICE DEPOT	OFFICE SUPPLIES	SOLID WASTE OPERATIONS	7.79
	OFFICE DEPOT		ENGR-GENL	8.54
	OFFICE DEPOT		UTIL ADMIN	70.69
	OFFICE DEPOT	CHAIR MATS	SEWER LIFT STATION	99.31
	OFFICE DEPOT	OFFICE SUPPLIES	EQUIPMENT RENTAL	211.63
	OFFICE DEPOT	CHAIR MATS	SEWER LIFT STATION	306.02
	OFFICE DEPOT	OFFICE SUPPLIES	EQUIPMENT RENTAL	395.19
142016	PACIFIC POWER BATTER	BATTERIES	MAINTENANCE	20.42
	PACIFIC POWER BATTER		GOLF ADMINISTRATION	20.43
	PACIFIC POWER BATTER	HEAT SHRINK	EQUIPMENT RENTAL	50.45
142017	PALACIOS, BRITTINI	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
142018	PARTS STORE, THE	FILTER	EQUIPMENT RENTAL	5.79
	PARTS STORE, THE		EQUIPMENT RENTAL	30.11
	PARTS STORE, THE	BLOWER MOTOR	EQUIPMENT RENTAL	63.44
142019	PAUNCHY ELEPHANT	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	3,150.00
142020	PENWAY LTD	FLOOR DECALS	NON-DEPARTMENTAL	2,732.50
142021	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	22.57
	PGC INTERBAY LLC		PRO-SHOP	51.50
	PGC INTERBAY LLC		PRO-SHOP	97.12
	PGC INTERBAY LLC		PRO-SHOP	99.13
	PGC INTERBAY LLC		PRO-SHOP	194.14
	PGC INTERBAY LLC		PRO-SHOP	214.10
	PGC INTERBAY LLC		MAINTENANCE	350.15
	PGC INTERBAY LLC		MAINTENANCE	396.51
	PGC INTERBAY LLC		PRO-SHOP	519.00
	PGC INTERBAY LLC		MAINTENANCE	1,031.75
	PGC INTERBAY LLC		PRO-SHOP	1,090.03
	PGC INTERBAY LLC		PRO-SHOP	1,229.63
	PGC INTERBAY LLC		MAINTENANCE	2,015.57
	PGC INTERBAY LLC		GOLF COURSE	3,076.74
	PGC INTERBAY LLC		GOLF COURSE	4,495.27
142022	PIGSKIN UNIFORMS	JUMPSUITS	POLICE PATROL	1,193.50
142023	PILCHUCK RENTALS	BOOM RENTAL	ROADSIDE VEGETATION	382.55
	PILCHUCK RENTALS		TRANSPORTATION MANAGEM	398.95
142024	PITTS, KELLY	PER DIEM 7/7-7/9	POLICE PATROL	177.50
142025	PLATT ELECTRIC	STRIPPER CUTTER	FACILITY MAINTENANCE	20.76
	PLATT ELECTRIC	OUTLETS AND COVERS	PARK & RECREATION FAC	85.05
	PLATT ELECTRIC	LIGHT FIXTURES	PARK & RECREATION FAC	346.81
142026	POLLARDWATER	FIRE FLOW PARTS	WATER DIST MAINS	494.14
142027	POSTAL SERVICE	POSTAGE	COMMUNITY DEVELOPMENT-	194.05
	POSTAL SERVICE		UTIL ADMIN	319.75
142028	POWERS, MICHAEL	PROFESSIONAL SERVICES	MUNICIPAL COURTS	420.00
142029	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT SE	861.00
142030	PUD	ACCT #221100092	GMA - STREET	17.01
	PUD	ACCT #201672136	SEWER LIFT STATION	22.62
	PUD	ACCT #201668043	PARK & RECREATION FAC	23.94
	PUD	ACCT #202178158	SEWER LIFT STATION	28.76
	PUD	ACCT #202476438	SEWER LIFT STATION	31.43
	PUD	ACCT #200650745	TRANSPORTATION MANAGEM	31.97
	PUD	ACCT #201610185	TRANSPORTATION MANAGEM	34.39
	PUD	ACCT #202499489	COMMUNITY EVENTS	38.18

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/2/2020 TO 7/8/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142030	PUD	ACCT #202694337	TRANSPORTATION MANAGEM	41.51
	PUD	ACCT #202012589	PARK & RECREATION FAC	43.97
	PUD	ACCT #202140489	TRANSPORTATION MANAGEM	44.53
	PUD	ACCT #201670890	TRANSPORTATION MANAGEM	45.58
	PUD	ACCT #203005160	STREET LIGHTING	50.81
	PUD	ACCT #200827277	TRANSPORTATION MANAGEM	52.37
	PUD	ACCT #202368536	TRANSPORTATION MANAGEM	55.37
	PUD	ACCT #202143111	TRANSPORTATION MANAGEM	55.89
	PUD	ACCT #200571842	TRANSPORTATION MANAGEM	58.12
	PUD	ACCT #202102190	TRANSPORTATION MANAGEM	61.15
	PUD	ACCT #220298624	STREET LIGHTING	61.61
	PUD	ACCT #220792733	STREET LIGHTING	68.52
	PUD	ACCT #202557450	STREET LIGHTING	69.94
	PUD	ACCT #202463543	SEWER LIFT STATION	72.12
	PUD	ACCT #203231006	TRANSPORTATION MANAGEM	81.43
	PUD	ACCT #202490637	SEWER LIFT STATION	96.56
	PUD	ACCT #202294336	STREET LIGHTING	99.20
	PUD	ACCT #200084036	TRANSPORTATION MANAGEM	99.59
	PUD	ACCT #202572327	STREET LIGHTING	121.25
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	124.83
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	137.28
	PUD	ACCT #202689105	WASTE WATER TREATMENT F	142.30
	PUD	ACCT #203223458	PARK & RECREATION FAC	150.57
	PUD	ACCT #220731285	STREET LIGHTING	151.13
	PUD	ACCT #200479541	COMMUNITY CENTER	165.47
	PUD	ACCT #202030078	TRANSPORTATION MANAGEM	179.79
	PUD	ACCT #220761175	OPERA HOUSE	196.79
	PUD	ACCT #200790061	PARK & RECREATION FAC	226.32
	PUD	ACCT #200070449	TRANSPORTATION MANAGEM	260.58
	PUD	ACCT #200586485	SEWER LIFT STATION	998.31
142031	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	11.59
142032	PUMPTECH INC	SUNNYSIDE WELL REPAIR	SOURCE OF SUPPLY	8,263.08
142033	RECTOR, JONATHAN & S	UB REFUND	WATER/SEWER OPERATION	146.58
142034	RED CURTAIN FOUND	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142035	REECE TRUCKING	PAY ESTIMATE #1	GMA-STREET	-11,126.25
	REECE TRUCKING		GMA - STREET	222,525.08
142036	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	1,103.43
142037	RIGHTS BREWING	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142038	ROBICHAUD, DONNA & R	UB REFUND	WATER/SEWER OPERATION	144.30
142039	ROY ROBINSON	MOTOR MOUNTS	ER&R	275.81
142040	SCARSELLA BROS	GRAVEL BORROW	SURFACE WATER CAPITAL PF	7,406.17
142041	SHERWIN WILLIAMS	PAINT AND SUPPLIES	CITY HALL	150.46
142042	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
142043	SONITROL	SECURITY MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION PLAI	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT F	576.04
142044	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	12.70
	STAPLES		NON-DEPARTMENTAL	36.69
	STAPLES		MUNICIPAL COURTS	76.41
	STAPLES		MUNICIPAL COURTS	769.69
142045	STONEWAY ELECTRIC	COVER	PARK & RECREATION FAC	70.26
	STONEWAY ELECTRIC	AERATOR PARTS	WASTE WATER TREATMENT F	105.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/2/2020 TO 7/8/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142045	STONEWAY ELECTRIC	AERATOR PARTS	WASTE WATER TREATMENT F	945.15
142046	STUDIO EVERGREEN	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	1,650.00
142047	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATIO	3,663.00
142048	SUNSHINE PRESCHOOL	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	3,000.00
142049	TINSLEY, EDWARD	REIMBURSE CDL EXAM FEES	SOLID WASTE OPERATIONS	92.00
142050	TRANSOURCE SERVICES	NUTANIX INSTALL	IS REPLACEMENT ACCOUNTS	2,424.79
142051	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	257.47
	TRANSPORTATION, DEPT		GMA - STREET	1,541.97
142052	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	20.35
142053	UNIVERSAL FIELD	PROFESSIONAL SERVICES	GMA - STREET	542.08
142054	VAN ALLEN, GWENDYLON	UB REFUND	WATER/SEWER OPERATION	79.25
142055	VAN DAM'S ABBEY	COUNTER TOP	PUBLIC SAFETY BLDG	454.69
	VAN DAM'S ABBEY	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142056	VANDERWAL, NORMA	UB REFUND	WATER/SEWER OPERATION	38.30
142057	VAZQUEZ, JOSEFINA	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
	VAZQUEZ, JOSEFINA		PARKS-RECREATION	75.00
142058	VERIZON	AMR LINES	METER READING	288.84
142059	VILLAGE TAPHOUSE & G	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142060	WANDER COFFEE BAR		ECONOMIC SUPPORT	4,000.00
142061	WAXIE SANITARY SUPPL	WIPES	ER&R	197.23
	WAXIE SANITARY SUPPL		ER&R	330.29
142062	WEBCHECK	WEBHECK SERVICES	UTILITY BILLING	1,761.92
142063	WELLNESS SOLUTIONS	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142064	WHISTLE STOP SWEET S		ECONOMIC SUPPORT	4,000.00
142065	WILDER CUSTOM CONS		ECONOMIC SUPPORT	3,600.00
142066	ZATI REALTY GROUP		ECONOMIC SUPPORT	4,000.00
142067	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	54.19
	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	57.31
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	58.71
	ZIPLY FIBER	ACCT #3601970339	SEWER LIFT STATION	61.61
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	73.31
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	85.67
	ZIPLY FIBER	ACCT #3606597667	OFFICE OPERATIONS	87.19
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	106.36
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	106.97
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	109.02

WARRANT TOTAL: 1,094,321.64

CHECK #140407 INITIATOR ERROR (150.00)

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

1,094,171.64

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the July 10, 2020 payroll in the amount \$1,636,225.20, paid by EFT Transactions and Check No.'s 33147 through 33166.
COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the July 15, 2020 claims in the amount of \$5,024,203.80 paid by EFT transactions and Check No.'s 142068 through 142182 with Check number's 138969 & 140013 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$5,024,203.80 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 142068 THROUGH 142182 WITH CHECK NUMBER'S 138969 & 140013 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27th DAY OF JULY 2020**.

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/9/2020 TO 7/15/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142068	STRIDER CONSTRUCTION	PAY ESTIMATE #2	GMA - STREET	1,740,310.17
142069	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 7/5-7/11	MEDICAL CLAIMS	49,901.95
142070	AMERICAN PROCESS	PAY ESTIMATE #2	UTILITY CONSTRUCTION	-152,062.27
	AMERICAN PROCESS		SEWER CAPITAL PROJECTS	3,041,245.42
142071	3RD STREET BOOK EXCH	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	3,590.00
142072	AALBU, TIM	RENTAL FEE REFUND	PARKS-RECREATION	50.00
142073	ACCURATE ELECTRIC	EVIDENCE LOT SECURITY CAMERAS BILL #1	FACILITY REPLACEMENT	10,757.31
142074	ADAMS, ALAN	UB REFUND	WATER/SEWER OPERATION	34.34
142075	ADORN LASH ARTISTRY	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	1,350.00
142076	ALONDRA'S BEAUTY		ECONOMIC SUPPORT	4,000.00
142077	AM TEST INC	LAB ANALYSIS	WASTE WATER TREATMENT	100.00
	AM TEST INC		WASTE WATER TREATMENT	100.00
	AM TEST INC		WASTE WATER TREATMENT	850.00
142078	AMAZON CAPITAL	BINDER CLIPS	POLICE INVESTIGATION	10.92
	AMAZON CAPITAL	PURE CITRUS	POLICE PATROL	17.12
	AMAZON CAPITAL	VIDEO SUPPLIES	EXECUTIVE ADMIN	19.64
	AMAZON CAPITAL	KIT AND WIRE	PARK & RECREATION FAC	29.70
	AMAZON CAPITAL	FLASH DRIVE	POLICE INVESTIGATION	32.76
	AMAZON CAPITAL	STUDIO	PUBLIC HEALTH EXPENSE	49.15
	AMAZON CAPITAL	SCOOPER AND TOOL SET	CUSTODIAL SERVICES	88.51
	AMAZON CAPITAL	UNIFORM-WISEMAN	PRO ACT TEAM	430.63
142079	ANDERSON, KRISTEN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
142080	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	49.45
142081	AVANCE ADMIN & TAX P	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	3,450.00
142082	BICKFORD FORD	AC HOSES	EQUIPMENT RENTAL	253.64
142083	BLANCAS SKIN CARE AN	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	1,500.00
142084	BOEHM, SARA	UB REFUND	WATER/SEWER OPERATION	370.69
142085	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	240.00
142086	CALLES, JESUS E	UB REFUND	GARBAGE	82.18
142087	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
142088	COASTAL FARM & HOME	SHORTS-DIETZ	UTILADMIN	104.90
	COASTAL FARM & HOME	BOOTS-HERZOG	COMMUNITY	196.72
142089	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
142090	COOP SUPPLY	HOG RINGS AND PLIERS	PARK & RECREATION FAC	17.79
	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	26.86
142091	CORE BTS	REMOTE ACCESS LICENSES & INSTALLATION	EXPENSES TO FACILITATE	24,811.10
142092	CORP FOR A SKILLED W	LEADERSHIP ACADEMY	UTILADMIN	5,666.67
	CORP FOR A SKILLED W		NON-DEPARTMENTAL	11,333.33
142093	CORRUS RC, LLC	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142094	COX, SHANON & JOSHUA	UB REFUND	WATER/SEWER OPERATION	800.00
142095	CRYSTAL SPRINGS	COOLER RENTAL/BOTTLED WATER	COMMUNITY	32.54
142096	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	13.34
142097	DAY WIRELESS SYSTEMS	WITNESS FEES	LEGAL - PROSECUTION	229.53
	DAY WIRELESS SYSTEMS	CALIBRATIONS	POLICE PATROL	710.45
142098	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
142099	DRIVELINES NW	DRIVE SHAFT	EQUIPMENT RENTAL	233.27
142100	DUNFORD, TARA	FINANCIAL STATEMENT REVIEW	FINANCE-GENL	320.00
142101	E&E LUMBER	VALVE BOX	PARK & RECREATION FAC	7.13
	E&E LUMBER	PRIMER	PARK & RECREATION FAC	22.00
	E&E LUMBER	BUNGEE CORDS AND TARP	POLICE PATROL	25.16
	E&E LUMBER	TOOLS, BITS AND DRIVER	PARK & RECREATION FAC	80.93
	E&E LUMBER	CONCRETE	WATER RESERVOIRS	464.74
142102	EAST JORDAN IRON WOR	VALVE BOXES AND COVERS	WATER DIST MAINS	1,112.13
142103	ELIASON, MARGIE	UB REFUND	WATER/SEWER OPERATION	139.69
142104	EVERETT HERALD	SUBSCRIPTION	UTILADMIN	250.29
142105	EVERETT TIRE & AUTO	TIRE	EQUIPMENT RENTAL	116.11
142106	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	2,665.00
142107	EVIDENT, INC.	GLOVES	GENERAL FUND	-22.72
	EVIDENT, INC.		POLICE PATROL	267.04
142108	FCS GROUP	SW COST BENEFIT STUDY	SOLID WASTE OPERATIONS	2,221.25

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/9/2020 TO 7/15/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142109	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	52,000.00
142110	FIX, ROBIN	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
142111	FLYNN WHITE, CAROLE	UB REFUND	WATER/SEWER OPERATION	171.42
142112	FOREMOST PROMOTIONS	EVIDENCE SUPPLIES	GENERAL FUND	-27.62
	FOREMOST PROMOTIONS		GENERAL FUND	-21.02
	FOREMOST PROMOTIONS		CRIME PREVENTION	247.02
	FOREMOST PROMOTIONS		CRIME PREVENTION	324.62
142113	GALLS, LLC	UNIFORM-COCHRAN	POLICE PATROL	24.02
	GALLS, LLC	EAR MOLDS	POLICE PATROL	70.42
142114	GC SYSTEMS INC	REPAIR KITS	WATER DIST MAINS	264.22
142115	GENTRY, ROBIN & JOHN	UB REFUND	WATER/SEWER OPERATION	283.81
142116	GEOTEST SERVICES INC	PAY ESTIMATE #5	CAPITAL EXPENDITURES	7,351.40
142117	GHAJOKU CORP	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142118	GILLETTE, ERIK & RAC	UB REFUND	WATER/SEWER OPERATION	152.91
142119	GOVCONNECTION INC	SCREEN PROTECTOR	STORM DRAINAGE	32.00
142120	GOVERNMENT PORTFOLIO	INVESTMENT ADVISORY SERVICES	GMA - STREET	95.70
	GOVERNMENT PORTFOLIO		CAPITAL EXPENDITURES	504.30
	GOVERNMENT PORTFOLIO		FINANCE-GENL	4,375.00
142121	GRAINGER	UPGRADE KIT	MAINTENANCE	42.57
	GRAINGER		MAINTENANCE	42.57
	GRAINGER	HOSE CLAMPS	TRANSPORTATION	107.02
142122	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	280.65
	GRANITE CONST		ROADWAY MAINTENANCE	339.94
142123	HEWLETT PACKARD	PRINTER CHARGES	PERSONNEL ADMINISTRATION	1.66
	HEWLETT PACKARD		SEWER MAIN COLLECTION	6.25
	HEWLETT PACKARD		STORM DRAINAGE	6.25
	HEWLETT PACKARD		WATER QUAL TREATMENT	9.95
	HEWLETT PACKARD		UTIL ADMIN	11.14
	HEWLETT PACKARD		PARK & RECREATION FAC	11.41
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	22.64
	HEWLETT PACKARD		CITY CLERK	60.66
	HEWLETT PACKARD		FINANCE-GENL	60.66
	HEWLETT PACKARD		WASTE WATER TREATMENT	80.30
	HEWLETT PACKARD		MUNICIPAL COURTS	89.56
	HEWLETT PACKARD		UTILITY BILLING	104.22
	HEWLETT PACKARD		COMPUTER SERVICES	321.77
142124	JENSEN, SHIRLENE	UB REFUND	WATER/SEWER OPERATION	249.44
142125	JUDD & BLACK	MICROWAVE	UTIL ADMIN	228.07
142126	KAISER PERMANENTE	SCREENINGS	DETENTION & CORRECTION	31.00
	KAISER PERMANENTE		POLICE ADMINISTRATION	210.00
142127	KELLY, ASHLEY	EVENT CANCELLATION REFUND	PARKS-RECREATION	49.00
142128	KING, SHERRY JO	PRO-TEM SERVICES	MUNICIPAL COURTS	555.00
142129	KLEIN, KALA	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
142130	KOCHUBEY, ALEKSEY	UB REFUND	GARBAGE	77.36
142131	LAMBERT, RYAN		GARBAGE	44.84
142132	LARKIN, PATRICIA		WATER/SEWER OPERATION	231.05
142133	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	217.95
142134	LESTER, TERI	REIMBURSE WELLNESS SUPPLIES	PERSONNEL ADMINISTRATION	38.98
	LESTER, TERI		PERSONNEL ADMINISTRATION	65.50
142135	LOWES HIW INC	LIGHT REPAIR SUPPLIES	PARK & RECREATION FAC	228.18
142136	MALHOIT, STUART	UB REFUND	WATER/SEWER OPERATION	241.94
142137	MARYSVILLE FIRE	INMATE TRANSPORT	DETENTION & CORRECTION	383.13
142138	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		LEGAL-GENL	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	7.65
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.65
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.30
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/9/2020 TO 7/15/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142138	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	RECREATION SERVICES	15.30
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	22.95
	MOBILEGUARD, INC.		GENERAL	30.60
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	38.25
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	45.90
	MOBILEGUARD, INC.		STORM DRAINAGE	45.90
	MOBILEGUARD, INC.		POLICE INVESTIGATION	53.55
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		ENGR-GENL	68.85
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	68.85
	MOBILEGUARD, INC.		COMPUTER SERVICES	71.00
	MOBILEGUARD, INC.		UTIL ADMIN	99.45
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	107.10
	MOBILEGUARD, INC.		POLICE PATROL	382.50
142139	MOUNTAIN MIST	WATER COOLER/WATER	COMMUNITY CENTER	8.53
142140	NATIONAL BARRICADE	TRAFFIC CONES	WATER DIST MAINS	208.63
	NATIONAL BARRICADE	ROAD SIGNS	TRANSPORTATION	228.05
	NATIONAL BARRICADE		TRANSPORTATION	1,296.88
142141	NOPSON, RICHELLE & J	UB REFUND	WATER/SEWER OPERATION	20.91
142142	NORMED	COLD PACKS AND GLOVES	PUBLIC HEALTH EXPENSE	27.85
	NORMED		RECREATION SERVICES	163.95
142143	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	56.48
	OFFICE DEPOT		COMMUNITY	143.98
	OFFICE DEPOT		POLICE INVESTIGATION	184.02
	OFFICE DEPOT		COMMUNITY	199.22
142144	OLD SOUL	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142145	PARTS STORE, THE	RAIN-X	SOLID WASTE OPERATIONS	49.09
	PARTS STORE, THE	MASKS	FACILITY MAINTENANCE	106.00
	PARTS STORE, THE	FILTERS, BULBS AND PLATE ASSEMBLIES	ER&R	497.81
142146	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY	136.00
	PEACE OF MIND		CITY CLERK	312.80
142147	PETTY CASH- POLICE	TARP	POLICE PATROL	13.09
142148	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	10,532.00
	PGC INTERBAY LLC		MAINTENANCE	13,997.51
142149	PILCHUCK RENTALS	CHAIN SHARPENING	STORM DRAINAGE	153.33
142150	POSTAL SERVICE	POSTAGE	PROBATION	1,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	3,000.00
142151	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #202791166	PUMPING PLANT	17.99
	PUD	ACCT #200998532	PARK & RECREATION FAC	19.84
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #221303498	STREET LIGHTING	28.30
	PUD	ACCT #202220760	GOLF ADMINISTRATION	33.10
	PUD	ACCT #202183679	TRANSPORTATION	49.05
	PUD	ACCT #220153100	TRANSPORTATION	49.65
	PUD	ACCT #200869303	TRANSPORTATION	57.16
	PUD	ACCT #200800704	STREET LIGHTING	57.26
	PUD	ACCT #200084150	TRANSPORTATION	111.17
	PUD	ACCT #202576112	STREET LIGHTING	128.50
	PUD	ACCT #201046380	PARK & RECREATION FAC	187.85
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #220761807	OPERA HOUSE	219.86
	PUD	ACCT #201639630	GOLF ADMINISTRATION	535.10
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,146.45

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/9/2020 TO 7/15/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142151	PUD	ACCT #202604203	STREET LIGHTING	1,752.35
	PUD	ACCT #202576112	STREET LIGHTING	2,441.46
	PUD	ACCT #202604203	STREET LIGHTING	2,628.52
	PUD	ACCT #202882098	STREET LIGHTING	8,751.42
	PUD		STREET LIGHTING	13,688.13
142152	PUGET SOUND SECURITY	KEYS MADE	PARK & RECREATION FAC	72.14
142153	QUADIENT LEASING USA	POSTAGE MACHINE LEASE	PROBATION	124.35
	QUADIENT LEASING USA		MUNICIPAL COURTS	373.05
142154	R & S ELECTRIC	REFUND PERMIT FEES	NON-BUS LICENSES AND	150.00
142155	SAFEWAY INC.	INTERVIEW LUNCH EXPENSE	POLICE ADMINISTRATION	251.14
142156	SARAH FEIBERG LLC	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	660.00
142157	SCORE	INMATE HOUSING	DETENTION & CORRECTION	248.58
142158	SEARS, MARK	UB REFUND	WATER/SEWER OPERATION	328.37
142159	SHERWIN WILLIAMS	PAINT CREDIT	SOURCE OF SUPPLY	-52.51
	SHERWIN WILLIAMS		WATER RESERVOIRS	-52.50
	SHERWIN WILLIAMS	PAINT	WATER RESERVOIRS	211.08
	SHERWIN WILLIAMS		SOURCE OF SUPPLY	211.09
142160	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTILITY BILLING	5.06
	SHRED-IT US		CITY CLERK	5.07
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		PROBATION	33.58
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		MUNICIPAL COURTS	100.76
142161	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	91,546.34
142162	SOUND SAFETY	COVERALLS-MACDICKEN	SOLID WASTE OPERATIONS	46.67
	SOUND SAFETY	BOOTS/PANTS/SHORTS-TINSLEY	SOLID WASTE OPERATIONS	457.93
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	1,394.67
142163	STAFFORD, KEVIN & GI	UB REFUND	GARBAGE	22.43
142164	STAPLES	TAPE	PUBLIC HEALTH EXPENSE	6.33
142165	STATE PATROL	FINGERPRINT ID SERVICES	INTERGOVERNMENTAL	53.00
142166	TASCHEREAU, MARTHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.24
142167	TAYLOR, JEFF & MICHE	UB REFUND	WATER/SEWER OPERATION	29.66
142168	TIM'S BACKFLOW TEST	BACKFLOW TESTING	PARK & RECREATION FAC	975.00
142169	TORRES, CYNTHIA & KA	UB REFUND	WATER/SEWER OPERATION	15.59
142170	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	21.06
142171	US NAILS & SPA INC	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142172	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	1,082.62
142173	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.21
	VERIZON		OFFICE OPERATIONS	499.51
	VERIZON		POLICE PATROL	2,201.04
142174	VISITACION, RENEE	UB REFUND	WATER/SEWER OPERATION	207.23
142175	WAVEDIVISION HOLDING	I-NET LEASE/INTERNET	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	980.22
142176	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	384.73
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	384.74
142177	WESTERN GRAPHICS	GRAPHICS #V058	CRIME PREVENTION	476.67
	WESTERN GRAPHICS	GRAPHICS #P200	EQUIPMENT RENTAL	1,022.53
142178	WESTERN TRUCK	COMPRESSOR	EQUIPMENT RENTAL	188.41
142179	WETLAND RESOURCES	CRITICAL AREA STUDY	GMA-PARKS	780.00
142180	WILSON, KELLY C & CH	UB REFUND	WATER/SEWER OPERATION	113.65
142181	WREN, DANA		WATER/SEWER OPERATION	21.00
142182	ZIPLY FIBER	PHONE CHARGES	CITY CLERK	9.78
	ZIPLY FIBER		CRIME PREVENTION	9.78
	ZIPLY FIBER		COMMUNITY CENTER	9.78
	ZIPLY FIBER		SOLID WASTE CUSTOMER	9.78
	ZIPLY FIBER		GOLF ADMINISTRATION	9.78
	ZIPLY FIBER		PURCHASING/CENTRAL	9.78
	ZIPLY FIBER		FACILITY MAINTENANCE	9.78

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/9/2020 TO 7/15/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142182	ZIPLY FIBER	PHONE CHARGES	PROPERTY TASK FORCE	19.55
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	29.33
	ZIPLY FIBER		WATER QUAL TREATMENT	29.33
	ZIPLY FIBER		LEGAL - PROSECUTION	39.11
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	39.11
	ZIPLY FIBER		RECREATION SERVICES	39.11
	ZIPLY FIBER		LEGAL-GENL	39.11
	ZIPLY FIBER		GENERAL	39.11
	ZIPLY FIBER		STORM DRAINAGE	39.11
	ZIPLY FIBER		YOUTH SERVICES	48.88
	ZIPLY FIBER		EQUIPMENT RENTAL	48.88
	ZIPLY FIBER		CITY HALL	56.06
	ZIPLY FIBER		POLICE ADMINISTRATION	56.07
	ZIPLY FIBER		POLICE PATROL	56.07
	ZIPLY FIBER		COMMUNICATION CENTER	56.07
	ZIPLY FIBER		UTILITY BILLING	56.07
	ZIPLY FIBER		GENERAL	56.07
	ZIPLY FIBER		GOLF ADMINISTRATION	56.07
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	57.26
	ZIPLY FIBER	PHONE CHARGES	FINANCE-GENL	58.66
	ZIPLY FIBER		PARK & RECREATION FAC	58.66
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	58.71
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	58.86
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	60.86
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	66.63
	ZIPLY FIBER	PHONE CHARGES	COMPUTER SERVICES	68.35
	ZIPLY FIBER		UTILITY BILLING	68.43
	ZIPLY FIBER		EXECUTIVE ADMIN	78.21
	ZIPLY FIBER		POLICE INVESTIGATION	78.21
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	81.98
	ZIPLY FIBER	PHONE CHARGES	POLICE ADMINISTRATION	87.99
	ZIPLY FIBER		WASTE WATER TREATMENT	87.99
	ZIPLY FIBER		OFFICE OPERATIONS	107.54
	ZIPLY FIBER		COMMUNITY	112.13
	ZIPLY FIBER		DETENTION & CORRECTION	112.13
	ZIPLY FIBER		OFFICE OPERATIONS	112.13
	ZIPLY FIBER		COMMUNITY CENTER	112.13
	ZIPLY FIBER		GOLF ADMINISTRATION	112.13
	ZIPLY FIBER		MUNICIPAL COURTS	117.32
	ZIPLY FIBER		ENGR-GENL	166.20
	ZIPLY FIBER		DETENTION & CORRECTION	166.20
	ZIPLY FIBER		UTIL ADMIN	166.20
	ZIPLY FIBER		COMMUNITY	195.53
	ZIPLY FIBER		PARK & RECREATION FAC	224.27
	ZIPLY FIBER		WASTE WATER TREATMENT	280.33
	ZIPLY FIBER		UTIL ADMIN	280.33
	ZIPLY FIBER		POLICE PATROL	479.04

WARRANT TOTAL: 5,024,334.04

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

CHECK #138969 INITIATOR ERROR (55.24)
 CHECK #140013 INITIATOR ERROR (75.00)

5,024,203.80

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the July 22, 2020 claims in the amount of \$1,113,649.85 paid by EFT transactions and Check No.'s 142183 through 142320 with Check number's 141835, 141837, 141852, 141861, 141872, 141892 & 141893 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,113,649.85 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 142183 THROUGH 142320 WITH CHECK NUMBERS 141835, 141837, 141852, 141861, 141872, 141892 & 141893 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27th DAY OF JULY 2020**.

COUNCIL MEMBER

CITY OF MARYSVILLE
 INVOICE LIST

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142183	LICENSING, DEPT OF	CPL BATCH 7/10/20	INTERGOVERNMENTAL CUST	621.00
142184	ADVANCED TRAFFIC	OPTICOM 762 AND PHASE SELECTOR	TRANSPORTATION MANAGEM	7,771.75
142185	AKANA	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	16,452.40
	AKANA		SEWER CAPITAL PROJECTS	20,650.72
142186	AKAU, AUSTIN	REIMBURSE CDL FEES	UTIL ADMIN	102.00
142187	AMAZON CAPITAL	CHARGER CORD	WATER DIST MAINS	10.91
	AMAZON CAPITAL	ORGANIZER	POLICE INVESTIGATION	16.38
	AMAZON CAPITAL	VACUUM BAGS	CUSTODIAL SERVICES	40.86
	AMAZON CAPITAL	HAND SANITIZER	POLICE PATROL	82.95
	AMAZON CAPITAL	MASKS	OFFICE OPERATIONS	131.10
	AMAZON CAPITAL	HANDISCOOPS	CUSTODIAL SERVICES	135.48
	AMAZON CAPITAL	UNIFORM-CONNELLY	PRO ACT TEAM	210.53
	AMAZON CAPITAL	JEANS AND BOOTS-WESSEL	COMMUNITY DEVELOPMENT-	256.80
	AMAZON CAPITAL	HAND SANITIZER	POLICE PATROL	419.66
142188	AMERICAN CLEANERS	DRY CLEANING-JUNE	POLICE PATROL	19.35
	AMERICAN CLEANERS	DRY CLEANING-MAY	POLICE PATROL	21.81
	AMERICAN CLEANERS	DRY CLEANING-MARCH	POLICE ADMINISTRATION	25.96
	AMERICAN CLEANERS	DRY CLEANING-MAY	YOUTH SERVICES	32.74
	AMERICAN CLEANERS	DRY CLEANING-APRIL	DETENTION & CORRECTION	34.53
	AMERICAN CLEANERS	DRY CLEANING-MAY	OFFICE OPERATIONS	34.54
	AMERICAN CLEANERS	DRY CLEANING-JUNE	POLICE ADMINISTRATION	36.34
	AMERICAN CLEANERS	DRY CLEANING-MAY	POLICE ADMINISTRATION	41.52
	AMERICAN CLEANERS		PRO ACT TEAM	41.53
	AMERICAN CLEANERS	DRY CLEANING-APRIL	POLICE ADMINISTRATION	41.54
	AMERICAN CLEANERS		POLICE PATROL	46.84
	AMERICAN CLEANERS	DRY CLEANING-MARCH	POLICE PATROL	53.12
	AMERICAN CLEANERS		DETENTION & CORRECTION	57.02
	AMERICAN CLEANERS	DRY CLEANING-JUNE	DETENTION & CORRECTION	78.14
	AMERICAN CLEANERS	DRY CLEANING-MAY	DETENTION & CORRECTION	79.29
142189	APS, INC.	POSTAGE METER SUPPLIES	UTIL ADMIN	504.97
142190	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
142191	BANK OF AMERICA	ADAPTER	GENERAL FUND	-3.72
	BANK OF AMERICA		ENGR-GENL	44.91
142192	BANK OF AMERICA	LYSOL	PUBLIC HEALTH EXPENSE	58.98

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142193	BANK OF AMERICA	RIFLE SLING	POLICE PATROL	65.85
142194	BANK OF AMERICA	TRAINING	UTIL ADMIN	48.70
	BANK OF AMERICA		UTIL ADMIN	185.00
142195	BANK OF AMERICA	MEALS	POLICE INVESTIGATION	291.32
142196	BANK OF AMERICA	MICROPHONE AND TABLE CLOTHS	EXECUTIVE ADMIN	16.38
	BANK OF AMERICA		EXECUTIVE ADMIN	332.22
142197	BANK OF AMERICA	DIFFERENTIAL KIT	ER&R	-42.78
	BANK OF AMERICA		EQUIPMENT RENTAL	502.78
142198	BANK OF AMERICA	EMPLOYEE APPRECIATION AND COVID SUPPLIES	FINANCE-GENL	8.95
	BANK OF AMERICA		COMPUTER SERVICES	50.94
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	195.14
	BANK OF AMERICA		EXPENSES TO FACILITATE	404.61
142199	BANK OF AMERICA	INMATE SUPPLIES	DETENTION & CORRECTION	744.24
142200	BANK OF AMERICA	VARI DESKS	MUNICIPAL COURTS	777.12
142201	BANK OF AMERICA	REGISTRATION AND COVID SUPPLIES	PUBLIC HEALTH EXPENSE	100.00
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	760.00
142202	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	316.12
	BANK OF AMERICA		EMBEDDED SOCIAL WORKER	866.49
142203	BANK OF AMERICA	TRAINING, MEALS AND WEBCAMS	UTIL ADMIN	106.33
	BANK OF AMERICA		UTIL ADMIN	196.67
	BANK OF AMERICA		TRANSPORTATION MANAGEM	1,125.00
142204	BANK OF AMERICA	TRAVEL AND TRAINING	POLICE PATROL	-543.20
	BANK OF AMERICA		POLICE PATROL	42.76
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	310.00
	BANK OF AMERICA		YOUTH SERVICES	2,797.27
142205	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,760.00
	BHC CONSULTANTS		WASTE WATER TREATMENT F	8,955.00
	BHC CONSULTANTS		WASTE WATER TREATMENT F	11,742.56
	BHC CONSULTANTS		WASTE WATER TREATMENT F	11,943.71
142206	BICKFORD FORD	INTAKE MANIFOLD, HOSE AND GASKETS	EQUIPMENT RENTAL	237.12
142207	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,549.26
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,767.95
142208	BLEACHERS GRILL	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142209	BONNIE JEAN LEE LLC		ECONOMIC SUPPORT	2,550.00
142210	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	42,366.50
142211	BRAKE AND CLUTCH	VALVE	EQUIPMENT RENTAL	49.57
142212	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	110.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142213	CARTER, KATHY	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
142214	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,641.03
142215	CENTRAL WELDING SUPP	CREDIT HANDLING CHARGE	ER&R	-15.63
	CENTRAL WELDING SUPP	BLOODBORNE PATH KITS	ER&R	40.44
	CENTRAL WELDING SUPP	FIRST AID KITS	ER&R	71.37
	CENTRAL WELDING SUPP	EAR PLUGS	ER&R	131.16
	CENTRAL WELDING SUPP	BULK WIRE	SOURCE OF SUPPLY	209.31
	CENTRAL WELDING SUPP	SHOVELS	ER&R	238.03
	CENTRAL WELDING SUPP	PADLOCKS	ER&R	272.48
	CENTRAL WELDING SUPP	PADLOCKS, VESTS AND GLOVES	ER&R	290.85
	CENTRAL WELDING SUPP	RAIN GEAR	ER&R	1,360.06
142216	CLICK2MAIL	POSTAGE REPLENISHMENT	COMMUNITY DEVELOPMENT-	768.29
142217	COASTAL FARM & HOME	TUBING	WATER DIST MAINS	16.66
	COASTAL FARM & HOME	BOOTS-FREEMAN	UTIL ADMIN	170.49
142218	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	43.70
142219	CORE & MAIN LP	METER BOXES AND LIDS	WATER SERVICE INSTALL	2,594.78
142220	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	62.97
142221	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	1,475.55
142222	CRIMINAL JUSTICE	TRAINING-STUVER	POLICE TRAINING-FIREARMS	245.00
142223	DAVIS INSTRUMENTS	REPLACEMENT KIT	WATER/SEWER OPERATION	-15.42
	DAVIS INSTRUMENTS		STORM DRAINAGE	181.25
142224	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
142225	DIGITAL DOLPHIN SUPP	TONER	POLICE ADMINISTRATION	131.09
142226	DUNLAP INDUSTRIAL	BATTERY	SMALL ENGINE SHOP	109.75
	DUNLAP INDUSTRIAL	LUBE, LIQ WRENCH AND KNEELING PADS	WASTE WATER TREATMENT F	326.89
142227	E&E LUMBER	HANDRAIL	PARK & RECREATION FAC	9.24
	E&E LUMBER	DOWELS AND PINS	PARK & RECREATION FAC	18.31
	E&E LUMBER	BITS	STORM DRAINAGE	20.44
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	24.63
	E&E LUMBER	KNEELING PADS AND RAGS	ER&R	40.89
142228	ECOLOGY, DEPT. OF	PUGET SOUND STATUS & TRENDS/EFF. STUDIES & SOURCE	STORM DRAINAGE	30,821.00
142229	ELLIS, VICKI	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
142230	EVERETT STEEL CO	FLAT BARS	EQUIPMENT RENTAL	1,131.12
142231	FAMILY PET MEDICAL	COPPER VET CARE	K9 PROGRAM	117.37

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142232	FIRESTONE	TIRES	EQUIPMENT RENTAL	445.13
142233	FOWLER, MARK	UB REFUND	WATER/SEWER OPERATION	177.95
142234	GENERAL EQUIPMENT	GARBAGE CARTS	SOLID WASTE OPERATIONS	7,176.91
142235	GEOTEST SERVICES INC	TESTING	GMA - STREET	1,756.40
	GEOTEST SERVICES INC		GMA - STREET	2,520.30
	GEOTEST SERVICES INC		GMA - STREET	8,196.20
142236	GORDON TRUCK CENTER	IGNITION SWITCH	EQUIPMENT RENTAL	131.25
142237	GORDON, ISABELLE	UB REFUND	WATER/SEWER OPERATION	294.07
142238	GRAINGER	HOSE BIB, SOCKETS AND PLUGS	WASTE WATER TREATMENT F	82.53
	GRAINGER	FACESHIELDS AND FRAMES	PUBLIC HEALTH EXPENSE	502.45
142239	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	470.39
142240	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	1,749.84
	GRAY AND OSBORNE		SURFACE WATER CAPITAL PF	1,866.47
142241	GREEN DOT CONCRETE	CONCRETE	SIDEWALKS MAINTENANCE	156.96
142242	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
142243	HALEY, KELLY	EVENT CANCELLATION REFUND	PARKS-RECREATION	99.00
142244	HAVELLANA, JEREMY	REIMBURSE CDL PHYSICAL	SOLID WASTE OPERATIONS	95.00
142245	HBLE LLC	VEST-YOUNGSTROM	POLICE PATROL	1,118.65
142246	HD FOWLER COMPANY	PRESSURE GAUGES	WATER DIST MAINS	105.82
	HD FOWLER COMPANY		WATER DIST MAINS	105.82
	HD FOWLER COMPANY	METER BOXES AND LIDS	WATER SERVICES	1,291.00
	HD FOWLER COMPANY	BURY HYDRANT	HYDRANTS	2,478.19
142247	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	67,864.93
142248	HOME DEPOT USA	BATH TISSUE	MAINT OF GENL PLANT	124.82
	HOME DEPOT USA	DISPENSERSAND PURELL	MAINT OF GENL PLANT	173.66
	HOME DEPOT USA	GLOVES	ER&R	218.05
	HOME DEPOT USA	DEGREASER	ER&R	226.95
	HOME DEPOT USA		ER&R	226.95
142249	INSTRUMENT TECHNOLO	CALIBRATION	WASTE WATER TREATMENT F	120.00
142250	JOHNSON, AARON	UB REFUND	WATER/SEWER OPERATION	201.36
142251	LABOR & INDUSTRIES	L & I 2ND QTR 2020	EXPENSES TO FACILITATE	33.46
	LABOR & INDUSTRIES		POLICE PATROL	294.07
142252	LAKE STEVENS SCHOOL	MITIGATION FEES-JUNE 2020	SCHOOL MIT FEES	57,880.00
142253	LANE POWELL PC	PROFESSIONAL SERVICES	CAPITAL EXPENDITURES	6,494.50
142254	LES SCHWAB TIRE CTR	TIRES	ER&R	1,042.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142255	LOWES HIW INC	SPONGE	MAINT OF GENL PLANT	21.23
142256	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	332.82
142257	MACLEOD RECKORD,PLLC	PROFESSIONAL SERVICES	GMA-PARKS	6,204.05
142258	MADRID RODRIGUEZ,JOS	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	22,000.75
142259	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	140,354.27
142260	MARYSVILLE PRINTING	2019 CAFR - 17 COPIES	FINANCE-GENL	313.51
	MARYSVILLE PRINTING	PRINTING SERVICES	POLICE PATROL	491.85
142261	MARYSVILLE, CITY OF	UTILITY SERVICE - 3RD & STATE	PARK & RECREATION FAC	24.05
	MARYSVILLE, CITY OF	UTILITY SERVICE - 60 STATE AVE	MAINT OF GENL PLANT	41.57
	MARYSVILLE, CITY OF	UTILITY SERVICE - 1049 STATE AVE	CITY HALL	76.34
	MARYSVILLE, CITY OF	UTILITY SERVICE - 4TH/I-5 IRR	PARK & RECREATION FAC	97.10
	MARYSVILLE, CITY OF	UTILITY SERVICE - 1221 3RD ST	OPERA HOUSE	113.71
	MARYSVILLE, CITY OF	UTILITY SERVICE - 514 DELTA AVE	PARK & RECREATION FAC	113.71
	MARYSVILLE, CITY OF	UTILITY SERVICE - TUSC RDG IRR	PARK & RECREATION FAC	121.56
	MARYSVILLE, CITY OF	UTILITY SERVICE- 1218 1ST ST	PUBLIC SAFETY BLDG	125.56
	MARYSVILLE, CITY OF	UTILITY SERVICE - 1218 1ST ST	PUBLIC SAFETY BLDG	195.85
	MARYSVILLE, CITY OF	UTILITY SERVICE - 80 COLUMBIA	MAINT OF GENL PLANT	211.22
	MARYSVILLE, CITY OF	UTILITY SERVICE - 6802 84TH ST NE	GOLF ADMINISTRATION	212.52
	MARYSVILLE, CITY OF	UTILITY SERVICE - 61 STATE AVE	PARK & RECREATION FAC	217.72
	MARYSVILLE, CITY OF	UTILITY SERVICE - 1311 4TH ST	PARK & RECREATION FAC	218.78
	MARYSVILLE, CITY OF	UTILITY SERVICE - 80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE - 80 COLUMBIA	EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	UTILITY SERVICE - 1225 3RD ST	OPERA HOUSE	636.95
	MARYSVILLE, CITY OF	UTILITY SERVICE - 514 DELTA AVE	COMMUNITY CENTER	665.46
	MARYSVILLE, CITY OF	UTILITY SERVICE - 1015 STATE AVE	COURT FACILITIES	684.92
	MARYSVILLE, CITY OF	UTILITY SERVICE - 1049 STATE AVE	CITY HALL	766.88
	MARYSVILLE, CITY OF	UTILITY SERVICE - 80 COLUMBIA	WASTE WATER TREATMENT F	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	2,609.02
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,866.90
142262	MAYNARD, WIESIA	ACTIVITY CANCELED - COVID	PARKS-RECREATION	125.00
	MAYNARD, WIESIA		PARKS-RECREATION	125.00
	MAYNARD, WIESIA		PARKS-RECREATION	125.00
142263	MC CLURE & SONS INC	PAY ESTIMATE #13	SEWER CAPITAL PROJECTS	318,481.29
142264	MIZELL, TARA	EXPENSE REIMBURSEMENT	RECREATION SERVICES	40.30
	MIZELL, TARA		COMMUNITY EVENTS	43.58
142265	NATIONAL BARRICADE	COREX OPENING SIGNS	TRANSPORTATION MANAGEM	94.83
	NATIONAL BARRICADE	PLASTICADE BARRICADES/COREX OPENING SIGNS	TRANSPORTATION MANAGEM	435.46

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142266	NCSI	EMPLOYMENT BACKGROUND SCREENING - JUNE 2020	PERSONNEL ADMINISTRATIO	18.50
	NCSI	VOLUNTEER BACKGROUND SCREENINGS - JUNE 2020	PERSONNEL ADMINISTRATIO	55.50
142267	NKOMO CORP	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142268	NOBREGA, MARTA	UB REFUND	GARBAGE	38.46
142269	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,186.00
142270	OFFICE DEPOT	OFFICE SUPPLIES	LEGAL-GENL	13.51
	OFFICE DEPOT		POLICE INVESTIGATION	17.47
	OFFICE DEPOT		CITY CLERK	32.78
	OFFICE DEPOT		LEGAL-GENL	57.08
	OFFICE DEPOT		EXECUTIVE ADMIN	65.89
	OFFICE DEPOT		CITY CLERK	125.96
	OFFICE DEPOT		FINANCE-GENL	139.52
	OFFICE DEPOT		POLICE PATROL	307.13
	OFFICE DEPOT		OFFICE OPERATIONS	396.75
142271	OREILLY AUTO PARTS	HALOGEN BULB	EQUIPMENT RENTAL	9.75
	OREILLY AUTO PARTS	COOLANT TEMPERATURE SWITCH & SENSOR	EQUIPMENT RENTAL	45.37
	OREILLY AUTO PARTS	SPARK PLUG, FUEL & AIR FILTERS	EQUIPMENT RENTAL	53.57
142272	PARTNER CONST PROD	CRAFCO ROADSaver TACK CRACK SEAL	ROADWAY MAINTENANCE	5,702.73
142273	PARTS STORE, THE	CREDIT FOR CORE DEPOSIT INV# 4642-475234	EQUIPMENT RENTAL	-132.25
	PARTS STORE, THE		EQUIPMENT RENTAL	-6.73
	PARTS STORE, THE	LOCK KIT	EQUIPMENT RENTAL	10.76
	PARTS STORE, THE	BRAKE BLEEDER SYRINGE	EQUIPMENT RENTAL	26.71
	PARTS STORE, THE	DRUM BRAKE MAXI PACK	EQUIPMENT RENTAL	27.05
	PARTS STORE, THE	AIR FILTERS	ER&R	33.48
	PARTS STORE, THE	HEATER HOSE	EQUIPMENT RENTAL	34.66
	PARTS STORE, THE	REAR BRAKE CYLINDERS	EQUIPMENT RENTAL	38.71
	PARTS STORE, THE	HALOGEN BULBS	ER&R	72.20
	PARTS STORE, THE	VARIOUS OIL/FUEL/AIR FILTERS	ER&R	96.86
	PARTS STORE, THE	BRAKE MASTE CYLINDER ASSEMBLY	EQUIPMENT RENTAL	188.25
	PARTS STORE, THE	WEST COAST MOTO MIRROR ASSEMBLY	ER&R	461.91
	PARTS STORE, THE	BRAKE PADS/ROTORs/CALIPERS/SHOES	EQUIPMENT RENTAL	663.41
142274	PERRIN, JAMES	UB REFUND	WATER/SEWER OPERATION	355.00
142275	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	39.66
	PETROCARD SYSTEMS		ENGR-GENL	56.95
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	57.78
	PETROCARD SYSTEMS		STORM DRAINAGE	87.74
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	218.10

CITY OF MARYSVILLE
 INVOICE LIST

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142275	PETROCARD SYSTEMS	FUEL CONSUMED	COMMUNITY DEVELOPMENT-	233.56
	PETROCARD SYSTEMS		PARK & RECREATION FAC	800.46
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,324.91
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,072.43
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,310.59
	PETROCARD SYSTEMS		POLICE PATROL	6,664.45
142276	PETTY CASH- PW	PETTY CASH REIMBURSEMENT	WATER DIST MAINS	6.49
	PETTY CASH- PW		EQUIPMENT RENTAL	27.07
142277	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	-81.91
	PGC INTERBAY LLC		MAINTENANCE	5.44
	PGC INTERBAY LLC		MAINTENANCE	20.67
	PGC INTERBAY LLC		PRO-SHOP	27.24
	PGC INTERBAY LLC		PRO-SHOP	40.73
	PGC INTERBAY LLC		MAINTENANCE	49.75
	PGC INTERBAY LLC		MAINTENANCE	61.04
	PGC INTERBAY LLC		PRO-SHOP	64.25
	PGC INTERBAY LLC		PRO-SHOP	118.58
	PGC INTERBAY LLC		MAINTENANCE	237.84
	PGC INTERBAY LLC		MAINTENANCE	396.42
	PGC INTERBAY LLC		PRO-SHOP	398.05
	PGC INTERBAY LLC		GOLF COURSE	400.00
	PGC INTERBAY LLC		MAINTENANCE	418.84
	PGC INTERBAY LLC		MAINTENANCE	466.27
	PGC INTERBAY LLC		PRO-SHOP	554.88
	PGC INTERBAY LLC		MAINTENANCE	807.69
	PGC INTERBAY LLC		MAINTENANCE	993.25
	PGC INTERBAY LLC		MAINTENANCE	1,037.19
	PGC INTERBAY LLC		MAINTENANCE	1,370.84
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		PRO-SHOP	1,946.85
	PGC INTERBAY LLC		MAINTENANCE	2,062.49
	PGC INTERBAY LLC		MAINTENANCE	4,195.87
	PGC INTERBAY LLC		GOLF COURSE	5,440.34
142278	PILCHUCK RENTALS	3/8 SEMI CHISEL CHAIN, SEMI CHISELS	ROADSIDE VEGETATION	51.01
	PILCHUCK RENTALS	BACKPACK BLOWER, DIAMOND TRIMMER LINE	STORM DRAINAGE	65.57
	PILCHUCK RENTALS	PARTS TO REBUILD WEEDEATERS	SMALL ENGINE SHOP	211.39
	PILCHUCK RENTALS	SYNTHETIC OIL 2 CYCLE	ER&R	387.18

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142278	PILCHUCK RENTALS	BACKPACK BLOWER, DIAMOND TRIMMER LINE	STORM DRAINAGE	639.36
142279	PLATT ELECTRIC	KENALL FIXTURES	MAINTENANCE	335.18
	PLATT ELECTRIC	CONTACTOR FOR WELL 2 SUNNYSIDE	SOURCE OF SUPPLY	625.59
	PLATT ELECTRIC	3M UNDERGROUND BURY KIT/GEL CAPS FOR MTU REPAIRS	METER READING	899.41
142280	POSITIVE CONCEPTS IN	SECTOR PAPER	GENERAL FUND	-22.79
	POSITIVE CONCEPTS IN		POLICE PATROL	267.79
142281	PUD	ACCT #202177861	PUMPING PLANT	2.88
	PUD	ACCT #201142098	PARK & RECREATION FAC	8.10
	PUD	ACCT #204933311	PUMPING PLANT	18.14
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	18.71
	PUD	ACCT #200061463	PARK & RECREATION FAC	19.77
	PUD	ACCT #201346665	SEWER LIFT STATION	20.41
	PUD	ACCT #204829691	STREET LIGHTING	36.67
	PUD	ACCT #201142155	TRANSPORTATION MANAGEM	40.46
	PUD	ACCT #220020531	STREET LIGHTING	45.97
	PUD	ACCT #202294245	SEWER LIFT STATION	51.95
	PUD	ACCT #200660439	STREET LIGHTING	53.56
	PUD	ACCT #221610405	STREET LIGHTING	54.52
	PUD	ACCT #203996343	STREET LIGHTING	63.34
	PUD	ACCT #200571842	TRANSPORTATION MANAGEM	63.61
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	64.18
	PUD	ACCT #203291216	GENERAL SERVICES - OVERF	120.10
	PUD	ACCT #201909637	SEWER LIFT STATION	124.95
	PUD	ACCT #200812808	PUMPING PLANT	221.55
	PUD	ACCT #202461554	SEWER LIFT STATION	533.76
	PUD	ACCT #200164598	SOURCE OF SUPPLY	604.72
142282	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	12.12
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	40.04
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	40.04
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	48.03
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	65.78
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	69.33
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	85.26
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	89.75
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	132.36

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142283	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	SOURCE OF SUPPLY	1,142.95
	RH2 ENGINEERING INC		PUMPING PLANT	1,951.17
	RH2 ENGINEERING INC		UTIL ADMIN	4,212.97
	RH2 ENGINEERING INC		UTIL ADMIN	7,508.31
142284	RIVAS, LEANNE	UB REFUND	WATER/SEWER OPERATION	61.23
142285	ROAN, KELLY & JIM		GARBAGE	63.46
142286	ROY ROBINSON	RIGHT LICENSE PLATE LENSE ASSEMBLY	EQUIPMENT RENTAL	13.51
	ROY ROBINSON	A/C PRESSURE SENSOR	EQUIPMENT RENTAL	55.95
	ROY ROBINSON	CAPRICE MOTOR MOUNT	ER&R	137.90
142287	SCORE	MAY INMATE HEALTH SERVICES	DETENTION & CORRECTION	159.50
	SCORE	JUNE INMATE HOUSING	DETENTION & CORRECTION	640.00
142288	SCOTT, VICKI	UB REFUND	WATER/SEWER OPERATION	27.59
142289	SHI INTERNATIONAL	MICROSOFT REMOTE DESKTOP LICENSES	EXPENSES TO FACILITATE	6,489.80
142290	SHRED-IT US	SHREDDING SERVICES	OFFICE OPERATIONS	57.08
	SHRED-IT US		DETENTION & CORRECTION	100.00
142291	SIX ROBBLEES INC	E-Z LUBE GREASE CAPS, RUBBER PLUGS	EQUIPMENT RENTAL	24.31
142292	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	651.32
142293	SNO HEALTH DISTRICT	PER CAPITAL CONTRIBUTION Q3 2020	NON-DEPARTMENTAL	16,955.00
142294	SOLID WASTE SYSTEMS	REPAIRED DAMAGED WIRING	EQUIPMENT RENTAL	1,258.50
142295	SOUND PUBLISHING	6 YEAR TIP PUBLIC HEARING PUBLISHED	ENGR-GENL	118.98
142296	SOUTHWELL, RICHARD	UB REFUND	WATER/SEWER OPERATION	28.93
142297	SPRINGBROOK NURSERY	2 YD MEDIUM BARK	PARK & RECREATION FAC	85.70
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	85.70
142298	STATE AUDITORS OFFIC	AUDIT PERIOD 2019	NON-DEPARTMENTAL	15,409.24
	STATE AUDITORS OFFIC		UTIL ADMIN	15,409.24
142299	STEVENS, MICHAEL A.	EXPENSE REIMBURSEMENT	CITY COUNCIL	411.17
142300	SUPERIOR SOLE WELDIN	PICKET FENCE REPAIR	ROADWAY MAINTENANCE	546.50
	SUPERIOR SOLE WELDIN	ALUMINUM RAIL FAB & INSTALL	ROADWAY MAINTENANCE	1,934.61
142301	THYSSENKRUPP ELEVATO	PLANTINUM FULL MAINTENANCE - CITY HALL	CITY HALL	324.82
	THYSSENKRUPP ELEVATO	PLATINUM FULL MAINTENANCE - PSB	PUBLIC SAFETY BLDG	324.82
142302	TOPCON SOLUTIONS	KIT, TNL REFERENCE STATION NET-G5	UTIL ADMIN	5,273.73
142303	TRANSPORTATION, DEPT	PROJECT COSTS - MAY 2020	GMA - STREET	1,072.74
142304	TRIPLE T TRADING LTD	SUPPLIES	PUBLIC HEALTH EXPENSE	130.32
142305	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	15.14
142306	UNIVERSAL FIELD	PROFESSIONAL SERVICES - MAY 2020	GMA - STREET	3,349.60
142307	VERIZON	VERIZON WIRELESS SERVICES	CRIME PREVENTION	23.75
	VERIZON		PURCHASING/CENTRAL STOF	23.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142307	VERIZON	VERIZON WIRELESS SERVICES	UTILITY BILLING	47.50
	VERIZON		PERSONNEL ADMINISTRATIO	52.84
	VERIZON		FACILITY MAINTENANCE	57.51
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	105.01
	VERIZON		PROPERTY TASK FORCE	115.02
	VERIZON		FINANCE-GENL	125.24
	VERIZON		CUSTODIAL SERVICES	138.77
	VERIZON		OFFICE OPERATIONS	172.53
	VERIZON		PARK & RECREATION FAC	186.38
	VERIZON		TRANSPORTATION MANAGEM	200.07
	VERIZON		RECREATION SERVICES	210.02
	VERIZON		LEGAL-GENL	222.76
	VERIZON		COMMUNITY SERVICES UNIT	230.04
	VERIZON		MUNICIPAL COURTS	252.88
	VERIZON		YOUTH SERVICES	293.64
	VERIZON		WATER QUAL TREATMENT	316.31
	VERIZON		LEGAL - PROSECUTION	317.55
	VERIZON		SOLID WASTE CUSTOMER EX	335.02
	VERIZON		WATER SUPPLY MAINS	360.11
	VERIZON		EXECUTIVE ADMIN	365.06
	VERIZON		DETENTION & CORRECTION	368.81
	VERIZON		POLICE INVESTIGATION	402.57
	VERIZON		WASTE WATER TREATMENT F	556.34
	VERIZON		COMPUTER SERVICES	628.21
	VERIZON		COMMUNITY DEVELOPMENT-	632.70
	VERIZON		STORM DRAINAGE	753.86
	VERIZON		GENERAL SERVICES - OVERT	802.59
	VERIZON		POLICE ADMINISTRATION	828.89
	VERIZON		ENGR-GENL	1,152.73
	VERIZON		UTIL ADMIN	2,128.94
	VERIZON		POLICE PATROL	2,955.52
142308	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL CUST	516.50
	WA STATE TREASURER		GENERAL FUND	49,379.01
142309	WA STATE TREASURER	FORFEITURES/DEFAULTS	DRUG SEIZURE	292.30
142310	WAXIE SANITARY SUPPL	CLOROX WIPES	PUBLIC HEALTH EXPENSE	197.23
	WAXIE SANITARY SUPPL	LATEX GLOVES	PUBLIC HEALTH EXPENSE	197.89

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/16/2020 TO 7/22/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142310	WAXIE SANITARY SUPPL	WYPALL TOWELS	ER&R	275.26
142311	WELSH COMMISSIONING	PROFESSIONAL SERVICES	CAPITAL EXPENDITURES	945.00
142312	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	342.93
142313	WESTERN SYSTEMS	GUTTER BROOMS FOR SWEEPERS	STREET CLEANING	612.08
142314	WHATS BLOOMIN NOW	BUSINESS RENT RELIEF GRANT	ECONOMIC SUPPORT	4,000.00
142315	WHITE CAP CONSTRUCT	2 PALLETS BOTTLED WATER	MAINT OF GENL PLANT	661.05
142316	WILDMAN, DAVID	ACTIVITY CANCELED - COVID	PARKS-RECREATION	45.00
142317	WINGLE, ROBERT	UB REFUND	WATER/SEWER OPERATION	276.16
142318	WOODY, ANTON		GARBAGE	25.00
142319	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	220.58
	WSP USA INC		GMA - STREET	2,335.41
	WSP USA INC		GMA - STREET	22,203.02
142320	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	34.09
	ZIPLY FIBER		RECREATION SERVICES	34.09
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATIO	72.40
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	134.07
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION PLAI	222.89
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	289.58

WARRANT SUBTOTAL: 1,115,422.77

LESS VOIDED CHECK NO.'S:

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

141835	INITIATOR ERROR	(201.60)
141837	INITIATOR ERROR	(488.24)
141852	INITIATOR ERROR	(157.51)
141861	INITIATOR ERROR	(12.16)
141872	INITIATOR ERROR	(159.50)
141892	INITIATOR ERROR	(453.91)
141893	INITIATOR ERROR	(300.00)

WARRANT TOTOAL: 1,113,649.85

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the July 24, 2020 payroll in the amount \$1,388,657.54, paid by EFT Transactions and Check No.'s 33168 through 33180.

COUNCIL ACTION:

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
CDBG – Program Year 2019 Annual Action Plan Amendment for COVID-19 relief	
PREPARED BY:	DIRECTOR APPROVAL:
Amy Hess, Associate Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
1. Annual Action Plan Amendment Executive Summary	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

In response to the Coronavirus Pandemic (COVID-19), the City received \$226,637 from the U.S. Department of Housing and Urban Development in Community Development Block Grant funds (CDBG-CV) to be used to prevent, prepare for, and respond to COVID-19. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

HUD directed agencies to include these funds in the Program Year 2019 (PY2019) Annual Action Plan (AAP) in order to expedite access to the funds. The addition of activities not previously included in the AAP requires a Substantial Amendment to the plan. Rental Assistance is not an activity that has been funded by City of Marysville CDBG funds in the past. This amendment proposes to add ‘Rental Assistance’ as an eligible activity, allowing CDBG-CV funds to be utilized in a broader scope to respond to community needs. The amendment can be view [here](#).

The Citizen Advisory Committee (CAC) has determined that the Community would be well served by the availability of additional rental assistance resources during the Pandemic. Should the 2019 Annual Action Plan Amendment be approved by City Council, a funding recommendation has been prepared.

RECOMMENDED ACTION:

Approve the Program Year 2019 Annual Action Plan as amended, provide a summary of and response to any comments received during the public hearing into the Program Year 2019 Annual Action Plan, and direct staff to forward said plan to the U.S. Department of Housing and Urban Development.

RECOMMENDED MOTION:

Move to approve the Program Year 2019 Annual Action Plan amendment for COVID-19 rental assistance relief.

Program Year 2019 Annual Action Plan Amendment

Executive Summary

City of Marysville

Community Development Department

80 Columbia Avenue
Marysville, WA 98270
360.363.8100
marysvillewa.gov

EST.



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MARYSVILLE
WASHINGTON

Executive Summary

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described in the Strategic Plan. The Program Year 2019 Annual Action Plan was approved by City Council on March 25, 2019.

In response to the Coronavirus Pandemic (COVID-19), the City received \$226,637 from the U.S. Department of Housing and Urban Development in Community Development Block Grant funds (CDBG-CV) to be used to prevent, prepare for, and respond to COVID-19. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis. HUD directed agencies to include these funds in the Program Year 2019 (PY2019) Annual Action Plan (AAP) in order to expedite access to the funds.

A minor amendment was completed by Staff and approved by HUD in June of 2020, in accordance with HUD directive and regulations in place at the time, which added these funds to the PY2019 AAP. Minor amendments do not require public hearings or City Council approval; they are completed administratively.

Annual Action Plan Substantial Amendment

The addition of activities not previously included in the AAP requires a Substantial Amendment to the plan, triggering a public hearing and City Council approval. Rental Assistance is not an activity that has been funded by City CDBG funds in the past. This amendment proposes to add 'Rental Assistance' as an eligible activity, allowing CDBG-CV funds to be utilized in a broader scope to respond to community needs.

The amendment allows funds to be utilized for projects/activities which are ready to move forward as soon as agreements are completed and which will respond to the growing needs as the economic impacts of the COVID-19 Pandemic. The activities comply with the strategies and objectives outlined in the City's Consolidated Plan, including availability, accessibility and sustainability of a suitable living environment for low-and moderate income residents, and availability and accessibility of decent housing for people who are homeless or have special needs. All other projects funded for Program Year 2019 are currently underway or completed. Activities are on target to reach the goals set forth in the application process.

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
Termination of Interlocal Agreement Between Marysville Fire District and the City of Marysville Regarding Facility Landscaping Maintenance	
PREPARED BY:	DIRECTOR APPROVAL:
Kari Chennault, Asst. Public Works Director	JL
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Termination Letter	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

In December of 2018, the City of Marysville and the Marysville Fire District entered into a facility landscaping maintenance Agreement that started on January 1, 2019. The Agreement automatically renewed for successive one-year terms, unless earlier terminated. In staff communication between the City and the District, the termination of this agreement was desired to be effective August 31, 2020.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor sign the attached letter to the Fire District requesting termination of the Interlocal Agreement Between Marysville Fire District and the City of Marysville Regarding Facility Landscaping Maintenance to be effective August 31, 2020.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the attached letter to the Fire District requesting termination of the Interlocal Agreement Between Marysville Fire District and the City of Marysville Regarding Facility Landscaping Maintenance to be effective August 31, 2020.



MARYSVILLE
MAYOR JON NEHRING

July 27, 2020

Martin McFalls, Fire Chief
Marysville Fire District
1094 Cedar Avenue
Marysville, WA 98270

Dear Chief McFalls:

Per article 7. Termination and Modification of the Interlocal Agreement between the Fire District and the City regarding Facility Landscaping Maintenance, the City would like to respectfully send notification of termination, proposed to be effective August 31, 2020. Thank you for the opportunity to work cooperatively on this agreement over the last year and a half.

Sincerely,

Jon Nehring
Mayor

(360) 363-8000

Marysville City Hall
1049 State Avenue
Marysville, WA 98270

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
Ecology Grant Agreement WQC-2020-MaryPW-00100	
PREPARED BY:	DIRECTOR APPROVAL:
Brooke Ensor	lee for kn
DEPARTMENT:	
Public Works- Surface Water	
ATTACHMENTS:	
Ecology Grant Agreement WQC-2020-MaryPW-00100	
BUDGET CODE:	AMOUNT:
40145040 541000	\$61,750 (\$185,251)
SUMMARY:	
<p>The City of Marysville has been offered \$185,251 in grant funding from the Department of Ecology to conduct a Watershed Planning Project. The total project cost is estimated to be \$247,001. This grant award will cover the project cost up to \$185,251, with the City's responsibility being \$61,750.</p> <p>This project will fulfill requirements from the Western Washington Phase II Municipal Stormwater Permit and will enhance the Surface Water Comprehensive Plan from 2016. The Watershed Plan will assess stream water quality and prioritize a sub-basin within the City for further actions. Then a list of priority stormwater retrofits and targeted programs will be developed for the sub-basin.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute Ecology Grant Agreement WQC-2020-MaryPW-00100.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute Ecology Grant Agreement WQC-2020-MaryPW-00100.

Agreement No. WQC-2020-MaryPW-00100

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF MARYSVILLE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and THE CITY OF MARYSVILLE, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Marysville Watershed Planning
Total Cost:	\$247,001.00
Total Eligible Cost:	\$247,001.00
Ecology Share:	\$185,250.75
Recipient Share:	\$61,750.25
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	01/30/2023
Project Type:	Stormwater Facility

Project Short Description:

The project will improve water quality through watershed planning in the City of Marysville. The plan will evaluate existing data sources in order to rank watershed sub basins within City limits. The highest ranked basin will be further evaluated to develop a list of stormwater facility retrofits and management actions in the watershed to reduce pollutant loads associated with existing TMDL impairments in the watershed and address hydrologic impacts from development.

Project Long Description:

The project will improve water quality through watershed planning in the City of Marysville. This plan will evaluate existing data sources on sub-basins within the City limits. The data for each sub-basin will be assessed and one sub-basin will be chosen for further evaluation in order to develop a list of stormwater facility retrofits and management actions to improve water quality in the watershed.

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

The project will consist of two phases. In Phase I, the RECIPIENT will evaluate existing data sources that can be used to assess the watershed sub basins within City limits. The assessment units from Department of Ecology's Water Quality Index will be used to delineate the basins within City limits. The data evaluation will be used to identify causes of impairment and pollutant sources or groups of similar sources that need to be controlled to achieve load reductions throughout the City. Phase I will establish criteria to assess the data from the watershed analysis to rank the watershed sub basins within City limits. The ranking process will result in a prioritized ranking of the sub basins and identify one basin for further analysis in Phase II.

In Phase II of the project, the highest ranked basin will be further evaluated by the RECIPIENT to develop a list of stormwater facility retrofits, land management or development strategies and customized implementation of stormwater management actions that could effectively reduce pollutant loads and address hydrologic impacts from existing development in order to meet current water quality standards. Estimated load reductions, expected for each facility retrofit or management action will be developed. Estimated costs will be developed for each of the actions. Neighborhood level public outreach to identify current problems and perceptions of the proposed management actions will be conducted before finalizing the plan. The process for the project can be outlined as follows:

1. Evaluate existing data sources for assessment of sub-basins
2. Rank the sub-basins using criteria that screens for pollutant and hydrologic impacts
3. Prioritize sub-basins for optimal Water Quality benefit achieved from retrofit
4. Identify one sub-basin for proposed project implementation
5. Identify draft list of projects using WWHM and feasibility screening criteria
6. Integrate stakeholder input from neighborhood-level planning outreach into project identification
7. Determine final list of recommended projects
8. Incorporate recommended project list as supplement in City Comprehensive Plan

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

RECIPIENT INFORMATION

Organization Name: THE CITY OF MARYSVILLE

Federal Tax ID: 91-6001459

DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

<p>Project Manager</p>	<p>Brooke Ensor NPDES Coordinator</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: bensor@marysvillewa.gov Phone: (360) 363-8100</p>
<p>Billing Contact</p>	<p>Suzanne Soule Financial Analyst</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: ssoule@marysvillewa.gov Phone: (360) 363-8100</p>
<p>Authorized Signatory</p>	<p>Kari N Chennault Assistant Public Works Director</p> <p>80 Columbia Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8277</p>

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

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

<p>Project Manager</p>	<p>Nina Roscow</p> <p>3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: niro461@ecy.wa.gov Phone: (425) 649-7216</p>
<p>Financial Manager</p>	<p>Michelle Myers</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: mmye461@ecy.wa.gov Phone: (360) 407-6564</p>
<p>Technical Advisor</p>	<p>Ryan Gardiner</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: ryga461@ecy.wa.gov Phone: (360) 407-6470</p>

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

THE CITY OF MARYSVILLE

By: _____

By: _____

Vincent McGowan, PE
Water Quality
Program Manager
Date

Kari N Chennault
Assistant Public Works Director
Date

Template Approved to Form by
Attorney General's Office

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

Jon Nehring

Mayor

Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$11,728.00

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; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary 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.

Recipient Task Coordinator: Brooke Ensor

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)	
1.3	Two-page Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$74,898.00**

Task Title: Data Analysis

Task Description:

A. The RECIPIENT will conduct a literature review to determine existing sources of data to guide the Plan. At a minimum, the literature review will include: existing conditions (topography, soils and geology, vegetation, land use, land ownership, utilities, environmental resources, and monitoring information) and Hydraulic Condition Data (watershed, drainage areas, and sub-drainage areas, hydrologic setting, vegetation, soils and cover characteristics, and drainage problems.

B. The RECIPIENT will perform a GIS Analysis to identify landscape-scale data influencing water quality such as vegetative cover and impervious surface. Maps and other spatial data (such as Lidar and Orthographic data) shall be provided in GIS compatible project area Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent.

Task Goal Statement:

The RECIPIENT will complete all data inventory, review reports and GIS analysis, and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The existing and relevant data identified by the literature review and generated by the GIS Analysis, will be provided.

Recipient Task Coordinator: Brooke Ensor

Data Analysis

Deliverables

Number	Description	Due Date
2.1	Data and Document Literature Review. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Responses to ECOLOGY Data and Document Literature Review comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	GIS Analysis. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Responses to ECOLOGY Gap Analysis comments. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$47,359.00

Task Title: Watershed Basin Prioritization Analysis-Phase I

Task Description:

A. Using data gathered in Task 2, the RECIPIENT will prioritize the watershed sub-basins within the City. A Draft Watershed Basin Prioritization Analysis-will be prepared. At a minimum the plan will include these elements or the equivalent:

1. Introduction/Background
2. Final Existing Conditions Assessment
3. A description of the criteria and ranking process used to identify high priority receiving waters
4. Identification of a high priority basin to be further evaluated in Task 5 Watershed Basin Management Action Plan
5. Completion of Draft Watershed Basin Prioritization Analysis
6. Incorporation of Stakeholder Input and Ecology Comments into Draft Analysis
7. Completion of Final Watershed Basin Prioritization Analysis

B. RECIPIENT will develop a list of key internal and external stakeholders for each sub-basin. The Recipient will provide the Draft Watershed Basin Prioritization Analysis- to the stakeholders for comment a summary of stakeholder comments will be produced by the Recipient.

C. After reviewing and incorporating any additional information provided by stakeholders, the recipient will develop a Final Watershed Basin Prioritization Analysis- for the chosen sub-basin.

Task Goal Statement:

The RECIPIENT will complete of a Watershed-based Prioritization Analysis in accordance with ECOLOGY-accepted plans and specifications in a timely manner.

Task Expected Outcome:

The prioritization analysis will be completed to inform the Plan development that will serve as guidance to provide water quality benefits, including flow control, and reductions in stormwater contaminants and total suspended solids (TSS).

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

Recipient Task Coordinator: Brooke Ensor

Watershed Basin Prioritization Analysis-Phase I

Deliverables

Number	Description	Due Date
3.1	Draft Watershed Basin Prioritization Analysis-Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Responses to ECOLOGY Draft Watershed Basin Prioritization Analysis-comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Stakeholder List and Summary of Stakeholder Comments on Draft Watershed Basin Prioritization Analysis-. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Responses to ECOLOGY Stakeholder List and Stakeholder Comments Summary comments on Draft Watershed Basin Prioritization Analysis. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	Final Watershed Basin Prioritization Analysis. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Response to ECOLOGY Watershed-based Prioritization Analysis comments. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$113,016.00

Task Title: Watershed Basin Management Action Plan-Phase II

Task Description:

A. Develop the draft and final Watershed Basin Management Action Plan (Plan). The Plan will identify retrofit opportunities and management actions tailored to the character of the neighborhoods in the high priority sub-basin chosen. Neighborhood level public outreach will further guide the development of proposed management actions and retrofits. The Plan will include a general description of each management action or retrofit, maps showing the locations of each retrofit, and an estimated costs.

At a minimum the plan will include these elements or the equivalent:

1. Executive Summary
2. Introduction/Background
3. Final Existing Conditions Assessment
4. Criteria for selection of priority sub-basin
5. Stormwater Facility Retrofit List and Proposed Management Actions for highest priority Sub-basin
6. Description of Stakeholder Engagement
7. Final Priority Sub-Basin Stormwater Retrofit List
8. Schedule for Implementation including milestones
9. Estimation of Yearly Budget Needs and Identification of Funding Sources
10. Description of Adaptive Management and Plan Update Process

B. Present plans to appropriate decision makers and stakeholders.

Task Goal Statement:

The RECIPIENT will complete a Watershed Basin Management Action Plan for the highest priority sub-basin in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

The Watershed Basin Management Action Plan will be completed and will serve as guidance to develop a sub-basin scale program that will provide water quality benefits, including flow control and reductions in stormwater pollutants. The short term actions identified in the Plan will be used to supplement the City of Marysville Surface Water Comprehensive Plan (2016). The short term actions will be used to guide future grant applications and shape stormwater programs. The information gathered about the watershed in Task 2 Data Analysis, and long term actions identified in the Plan will be incorporated into the next Capital Improvement Plan update.

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

Recipient Task Coordinator: Brooke Ensor

Watershed Basin Management Action Plan-Phase II

Deliverables

Number	Description	Due Date
4.1	Draft Watershed Basin Management Action Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Responses to ECOLOGY Plan comments on Draft Watershed Basin Management Action Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Completed Final Watershed Basin Management Action Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Responses to ECOLOGY Watershed Basin Management Action Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

BUDGET

Funding Distribution EG200636

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: 07/01/2019 Funding Expiration Date: 01/30/2023

Funding Source:

Title: SFAP - SFY20
 Type: State
 Funding Source %: 100%
 Description: Environmental Legacy Stewardship Account (ELSA) - State

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	\$ 11,728.00
Data Analysis	\$ 74,898.00
Watershed Basin Prioritization Analysis-Phase I	\$ 47,359.00
Watershed Basin Management Action Plan-Phase II	\$ 113,016.00

Total: \$ 247,001.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 61,750.25	\$ 185,250.75	\$ 247,001.00
Total		\$ 61,750.25	\$ 185,250.75	\$ 247,001.00

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.

“Defease” 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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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 Defease 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.

“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.

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

“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.

“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:

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.

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

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.

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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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 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 of this project 18 months from the effective date of this agreement. 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.

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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 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.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"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.

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 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://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

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. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

have a DUNS 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.

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,

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

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 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
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

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.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration,

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

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 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

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

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 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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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 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 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

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

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.

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.

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

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 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

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

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, 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 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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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 \$25,000 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 DUNS number, at www.fsrs.gov <http://www.fsrs.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.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 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 reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts 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:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: WQC-2020-MaryPW-00100
 Project Title: City of Marysville Watershed Planning
 Recipient Name: THE CITY OF MARYSVILLE

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff 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 archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, 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.
- 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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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. 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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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.

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)

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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

- 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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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.

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.

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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.

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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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 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

Agreement No: WQC-2020-MaryPW-00100
Project Title: City of Marysville Watershed Planning
Recipient Name: THE CITY OF MARYSVILLE

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.

Index #11

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
Contract Award – Preloading for Downtown Stormwater Treatment Project	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works (Engineering)	
ATTACHMENTS:	
Certified Bid Tab	
BUDGET CODE:	AMOUNT:
40250594.563000, D1802	\$163,121.03
SUMMARY:	
<p>The Downtown Stormwater Project (DTSP) is funded by a \$5 M Ecology grant, along with 25% matching funds from the City. The project will install a facility at the Geddes marina site to treat stormwater from the Downtown area. Preloading at this site is necessary to provide ground improvements to remove settlement that will occur from the new DTSP facility.</p> <p>The preloading was designed for the geotechnical requirements determined as part of the DTSP preliminary design. Based on the cost estimate, contractors from the MRSC small public works roster were contacted in accordance with contracting requirements and requested to provide bids. The low bidder was Tastad Construction, Inc. at \$158,121.03. Staff determined that Tastad's bid is responsive and meets legal requirements.</p>	
Contract Bid:	\$158,121.03
<u>Management Reserve:</u>	<u>\$5,000.00</u>
Total Construction:	\$163,121.03
<u>Ecology Grant (estimate):</u>	<u>-\$122,340.77</u>
Total Cost to the City:	\$40,780.26
RECOMMENDED ACTION:	
<p>Staff recommends that Council authorize the Mayor to sign and execute the contract to construct the Downtown Stormwater Treatment Preloading construction contract with Tastad Construction in the amount of \$158,121.03 and approve a management reserve of \$5000.00 for a total allocation of \$163,121.03.</p>	
RECOMMENDED MOTION:	
<p>I move to authorize the Mayor to sign and execute the Downtown Stormwater Treatment Preloading construction contract with Tastad Construction in the amount of \$158,121.03, and approve a management reserve of \$5,000.00, for a total allocation of \$163,121.03.</p>	

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and Tastad Construction, a corporation, organized under the laws of the state of Washington, located and doing business at 1502 Bonnevill Avenue, Snohomish, WA 98290 (the “Contractor”).

WHEREAS, the City desires to preload the project site for future stormwater facility improvements; and

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

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

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

1. Scope of Work—the Project.

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

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than June 30, 2021.

3. Commencement of Work.

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

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

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

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

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Hundred-Fifty-Eight Thousand, One Hundred-Twenty-One Dollars and Three Cents (\$158,121.03) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

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

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

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

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

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

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

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the 2018 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

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

Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

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

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

7. Bonding and Retainage.

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

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

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as

scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

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

10. Prevailing Wages.

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

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

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote

accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

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

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

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

_____ (City Initials) _____ (Contractor Initials)

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

13. Insurance.

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

b. No Limitation. The Contractor’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City’s recourse to any remedy available at law or in equity.

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

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

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

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

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

14. Additional Responsibilities of the Contractor.

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

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

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

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

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

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

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

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

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

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of

race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

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

16. Assignment and Subcontractors.

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

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

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

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

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

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

17. Notices and Contract Representatives.

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

This Contract shall be administered for the City by the City’s Contract Representative, Steven Miller, and shall be administered for the Contractor by the Contractor’s Contract Representative, _____. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Steven Miller, Senior Project Manager
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

To Contractor: _____

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

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

20. Non-Waiver.

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

or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

21. Survival.

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

22. Third Parties.

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

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

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

27. Counterparts.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

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

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents

- A. This Contract;
- B. Invitation to Bid;
- C. 2018 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. Appendices;
- G. Addenda (if any);
- H. Contractor's Proposal/Bid;
- I. Payment Bond and Performance Bond; and
- J. All provisions required by law whether set forth and reproduced herein or not.

CITY OF MARYSVILLE - DOWNTOWN STORMWATER TREATMENT PROJECT - PRELOAD PHASE - BID SCHEDULE

113
PACIFIC SITework

Item No.	Plan Quantity	Description	Unit	ENGINEER'S ESTIMATE		SRV CONSTRUCTION		MARSHBANK CONSTRUCTION		STRIDER		TASTAD		PACIFIC SITework	
				Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount	Unit Cost	Total Amount
1	5,000	MINOR CHANGE	CALC	\$1.00	\$5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
2	1	PRELOAD SURVEYING	LS	\$5,000.00	\$5,000	\$5,650.00	\$5,650.00	\$12,800.00	\$12,800.00	\$5,000.00	\$5,000.00	\$7,150.00	\$7,150.00	\$5,000.00	\$5,000.00
3	1	SPCC PLAN	LS	\$500.00	\$500	\$400.00	\$400.00	\$600.00	\$600.00	\$500.00	\$500.00	\$200.00	\$200.00	\$1,500.00	\$1,500.00
4	1	TYPE A PROGRESS SCHEDULE	LS	\$250.00	\$250	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$1,500.00	\$1,500.00
5	1	MOBILIZATION	LS	\$5,000.00	\$5,000	\$15,600.00	\$15,600.00	\$21,500.00	\$21,500.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$21,000.00	\$21,000.00
6	1	PROJECT TEMPORARY TRAFFIC CONTROL	LS	\$5,000.00	\$5,000	\$3,550.00	\$3,550.00	\$14,500.00	\$14,500.00	\$3,000.00	\$3,000.00	\$480.00	\$480.00	\$3,000.00	\$3,000.00
7	1	CLEARING AND GRUBBING	LS	\$5,000.00	\$5,000	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
8	1,000	ROADSIDE CLEANUP	FA	\$1.00	\$1,000	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
9	1	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	\$2,500.00	\$2,500	\$4,000.00	\$4,000.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$2,500.00	\$2,500.00
10	250	RESET TEMPORARY FENCE	LF	\$5.00	\$1,250	\$5.50	\$1,375.00	\$10.00	\$2,500.00	\$1.50	\$375.00	\$1.40	\$350.00	\$3.00	\$750.00
11	9	INSTALL SETTLEMENT MONITORING	EA	\$2,500.00	\$22,500	\$650.00	\$5,850.00	\$600.00	\$5,400.00	\$1,000.00	\$9,000.00	\$1,000.00	\$9,000.00	\$2,000.00	\$18,000.00
12	2,760	SURCHARGE BACKFILL - STAGE 1 - CITY OWNED	CY	\$10.00	\$27,600	\$13.00	\$35,880.00	\$11.50	\$31,740.00	\$10.00	\$27,600.00	\$11.00	\$30,360.00	\$27.00	\$74,520.00
13	2,910	SURCHARGE BACKFILL - STAGE 2 - CITY OWNED	CY	\$10.00	\$29,100	\$16.00	\$46,560.00	\$13.00	\$37,830.00	\$10.50	\$30,555.00	\$9.75	\$28,372.50	\$18.00	\$52,380.00
14	2,134	GEGRID FOR TEMP SURCHARGE	SY	\$5.00	\$10,670	\$3.00	\$6,402.00	\$3.00	\$6,402.00	\$5.00	\$10,670.00	\$1.75	\$3,734.50	\$5.00	\$10,670.00
15	100	TEMP ECOLOGY BLOCK	EA	\$100.00	\$10,000	\$180.00	\$18,000.00	\$190.00	\$19,000.00	\$99.00	\$9,900.00	\$165.00	\$16,500.00	\$80.00	\$8,000.00
16	20	ESC LEAD	DAY	\$75.00	\$1,500	\$120.00	\$2,400.00	\$75.00	\$1,500.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$300.00	\$6,000.00
17	60	STABILIZED CONSTRUCTION ENTRANCE	SY	\$25.00	\$1,500	\$25.00	\$1,500.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$12.00	\$720.00
18	400	SILT FENCE	LF	\$5.00	\$2,000	\$6.75	\$2,700.00	\$6.00	\$2,400.00	\$4.00	\$1,600.00	\$6.00	\$2,400.00	\$5.00	\$2,000.00
19	200	HIGH VIS FENCE	LF	\$3.00	\$600	\$3.00	\$600.00	\$6.00	\$1,200.00	\$3.50	\$700.00	\$2.45	\$490.00	\$3.00	\$600.00
20	10,000	EROSION CONTROL AND WATER POLLUTION PREVENTION	FA	\$1.00	\$10,000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
21	8	STREET CLEANING	HR	\$250.00	\$2,000	\$195.00	\$1,560.00	\$235.00	\$1,880.00	\$125.00	\$1,000.00	\$180.00	\$1,440.00	\$300.00	\$2,400.00
22	4	OUTLET PROTECTION	EA	\$50.00	\$200	\$700.00	\$2,800.00	\$80.00	\$320.00	\$1,500.00	\$6,000.00	\$385.00	\$1,540.00	\$300.00	\$1,200.00
					\$148,170		\$174,327		\$182,372		\$152,700		\$144,667		\$232,740
					\$13,779.81		\$16,212.41		\$16,960.60		\$14,201.10		\$13,454.03		\$21,644.82
					\$161,949.81		\$190,539.41		\$199,332.60		\$166,901.10		\$158,121.03		\$254,384.82

APPARENT LOW BID

Notes:
1. Highlighted cells contain a corrected calculated value from original bid document.



Steve Miller P.E.
Senior Project Manager
City of Marysville

7/17/2020

Index #12

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

CITY COUNCIL MEETING DATE: July 27th, 2020

AGENDA ITEM:	
Amendment No. 1 – 2020 Biosolids Removal and Reuse Project	
PREPARED BY:	DIRECTOR APPROVAL: 
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works - Wastewater	
ATTACHMENTS:	
Amendment No. 1, Change Order No. 2	
BUDGET CODE:	AMOUNT:
402305594.563000, S2001	\$10,101,157.60
SUMMARY:	

On April 13, 2020, City Council authorized the Mayor to sign and execute the 2020 Biosolids Removal and Reuse project contract with American Process Group, Inc. (APG) in the amount of \$8,397,697.00 and approved a management reserve of \$419,884.85 for a total allocation of \$8,817,581.85.

The approved project included onsite dredging, screening, and dewatering of 15,100 dry tons of biosolids from the City’s wastewater treatment plant (WWTP) lagoons (Ponds 7, 8, 9, and 10), along with the hauling and land application of the dewatered and screened biosolids at a Washington State Department of Ecology (DOE) permitted Beneficial Use Facility. Estimation of the 15,100 dry tons of biosolids was based on combined data collected by a professional licensed surveyor during an on-water survey and grab samples and laboratory analysis of total suspended solids performed by WWTP personnel.

Biosolids removal work performed by APG to date revealed a greater concentration of biosolids than originally estimated. As of July 20, 2020, APG has removed 10,589 tons, or 70%, of the total estimated 15,100 dry tons of biosolids while completing a portion of the scheduled work in Ponds 7 and 8. There are about 3 days of work remaining in Pond 7 and 16 days of work remaining in Pond 8; this work will generate an additional estimated 990 and 4,800 dry tons respectively. Scheduled work in Ponds 9 and 10 will be amended to focus on limited areas of higher concentration biosolids, yielding an additional estimated 1,435 dry tons. Total combined actual and estimated biosolids removal for the entire project is 17,814 dry tons; this quantity is 18% greater than the approved biosolids quantity.

The proposed change order will allow an additional 2,714 dry tons of biosolids to be removed from the WWTP lagoons. This will allow Ponds 7 and 8, which provide a majority of the treatment process, to have all biosolids removed. Ponds 9 and 10 will have high concentration areas of biosolids removed, allowing them to retain sufficient end treatment performance.

By approving this change order while APG is still mobilized on site, the City will avoid paying significant additional mobilization/demobilization costs that would be incurred if the proposed work was bid at a later date.

Original Contract	\$8,397,697.00
Change Order No. 1	\$256,545.78
<u>First Amendment/Change Order No. 2</u>	<u>\$1,446,914.82</u>
Revised Total Allocation:	\$10,101,157.60

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute Amendment No. 1 with American Process Group, Inc. increasing the total contract amount to \$10,101,157.60.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute Amendment No. 1 with American Process Group, Inc. increasing the total contract amount to \$10,101,157.60.

**FIRST AMENDMENT TO
PUBLIC WORKS CONTRACT BETWEEN
CITY OF MARYSVILLE
AND AMERICAN PROCESS GROUP**

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and American Process Group, a corporation organized under the laws of the State of Washington, located and doing business at 946 Boulder Blvd, Stony Plain, AB T7Z OE6, (“Contractor”).

WHEREAS, the parties hereto have previously entered into a public works contract for biosolids removal (the “Original Agreement”), this Original Agreement being dated April 30, 2020; and

WHEREAS, the parties executed Change Order No. 1 for additional work of \$256,545.78, that was within the management reserve; and

WHEREAS, both parties desire to amend the Original Agreement, by expanding the Scope of Services to provide for additional work as described in the change order attached as Exhibit A-1 and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section I of the Original Agreement, “SCOPE OF SERVICES”, is supplemented by Exhibit A-1, attached hereto and by this reference made part of this First Amendment, and a part of the Original Agreement.

2. Section II of the Original Agreement, “COMPENSATION”, is amended to include the additional Contractor fee of \$1,446,914.82 and shall read as follows: “The lump sum/total itemized amount of the Contract is Ten Million One Hundred One Thousand One Hundred Fifty-Seven Dollars and sixty cents (\$10,101,157.60) excluding Washington State Sales Tax.”

The total compensation payable to the Contractor is summarized as follows:

Original Agreement	\$8,397,697.00
Change Order No. 1	\$256,545.78
First Amendment	\$1,446,914.82
Grand Total	\$10,101,157.60

3. Each and every provision of the Original Public Works Contract dated April 30, 2020, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 2020.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2020.

AMERICAN PROCESS GROUP

By _____
John Prince
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**CONTRACT CHANGE ORDER
No. 2**

Date: July 21st, 2020 Project: 2020 Biosolids Removal and Reuse Project
 Job No.: _____ Job Location: Marysville, WA
 Owner: City of Marysville
 To: (Contractor) American Process Group, Inc.
 cc: (Surety) The Guarantee Company of North America USA

YOU ARE HEREBY INSTRUCTED TO:

- Make changes in plans and specifications as noted below
- Perform extra work as noted below
- Perform extra work per attachments.

- Execute work as noted below
- Delete work as noted below
- Restore areas as noted below

DESCRIPTION AND/OR SKETCH	QTY	UNIT	UNIT PRICE	TOTAL
---------------------------	-----	------	------------	-------

You are ordered to perform the following described work upon receipt of an approved copy of the change order:

- C. The approved project included onsite dredging, screening, and dewatering of 15,100 dry tons of biosolids from the City’s wastewater treatment plant (WWTP) lagoons (Ponds 7, 8, 9, and 10), along with the hauling and land application of the dewatered and screened biosolids at a Washington State Department of Ecology (DOE) permitted Beneficial Use Facility. Estimation of the 15,100 dry tons of biosolids was based on combined data collected by a professional licensed surveyor during an on-water survey and grab samples and laboratory analysis of total suspended solids performed by WWTP personnel.

Biosolids removal work performed by APG to date revealed a greater concentration of biosolids than originally estimated. As of July 20, 2020, APG has removed 10,589 tons, or 70%, of the total estimated 15,100 dry tons of biosolids while completing a portion of the scheduled work in Ponds 7 and 8. There are about 3 days of work remaining in Pond 7 and 16 days of work remaining in Pond 8; this work will generate an additional estimated 990 and 4,800 dry tons respectively. Scheduled work in Ponds 9 and 10 will be amended to focus on limited areas of higher concentration biosolids, yielding an additional estimated 1,435 dry tons. Total combined actual and estimated biosolids removal for the entire project is 17,814 dry tons; this quantity is 18% greater than the approved biosolids quantity.

The proposed change order will allow an additional 2,714 dry tons of biosolids to be removed from the WWTP lagoons. This will allow Ponds 7 and 8, which provide a majority of the treatment process, to have all biosolids removed. Ponds 9 and 10 will have high concentration areas of biosolids removed, allowing them to retain sufficient end treatment performance.

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
2019 Citywide Highway Safety Improvement Program (HSIP) Project – Supplement No. 1 to Local Agency Agreement with WSDOT	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Hays, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Local Agency Agreement Supplement No. 1 Local Agency Federal Aid Project Prospectus	
BUDGET CODE:	AMOUNT:
30500030.563000, R1901	N/A
SUMMARY:	

To date, the City has been awarded \$113,220 in Federal Funds for planned HSIP (“Highway Safety Improvement Program”) improvements at various locations throughout the City — covering the cost of project design. The project involves improvements that will include:

- On 64th St NE (SR 528), the project will change signal phasing at the intersections of 60th Dr NE and 67th Ave NE to allow a flashing yellow arrow.
- On SR 528 near 65th Dr NE, radar speed feedback signs will be installed. In addition, advanced signage will be installed in the westbound direction along SR 528 to warn drivers approaching the intersection of 67th Ave NE.
- At the intersection of 100th and 59th, the project will install pedestrian-actuated rectangular rapid flashing beacons, new sidewalk and upgrade ADA curb ramps.
- Along Smokey Point Blvd, the project will install high friction surface treatment and radar speed warning signs near 1400 block. railroad "preemption timing" at intersections adjacent to grade crossings

Project Design is currently at 90% and will be complete for bid advertisement this fall. Since this is a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement Supplement and updated Project Prospectus is required in order to obligate \$537,670.00 of Federal Funds for construction. Construction funding must be obligated prior to bid advertisement. With its signature of the Supplement and Prospectus, the City agrees that the work will be advanced, and the funds spent, in accordance with all applicable Federal requirements.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the attached Local Agency Agreement Supplement No. 1 and Local Agency Federal Aid Project Prospectus, thereby laying the groundwork for authorization of \$537,670.00 in Federal Funds for construction.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign the Local Agency Agreement Supplement No. 1 and Local Agency Federal Aid Project Prospectus.</p>



Local Agency Agreement Supplement

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

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

Project Description

Name Length

Termini

Description of Work No Change

Reason for Supplement

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

Does this change require additional Right of Way or Easements? Yes No Advertisement Date:

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

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

Agency Official

Washington State Department of Transportation

By
Title

By
Director, Local Program
Date Executed

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

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. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **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.
10. **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.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
- 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 additional 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.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement 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 file. **Note:** Do **NOT** enter a date on the Date Executed line.



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	July 9th, 2020
Federal Aid Project Number	HSIP -000S(523)			DUNS Number	076658673
Local Agency Project Number	R1901	(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 2019 Citywide HSIP		Start Latitude N 48° 3'13.09"	Start Longitude W 122° 8'27.48"		
		End Latitude N 48° 7'26.21"	End Longitude W 122° 11'3.01"		
Project Termini From-To Varies		Nearest City Name Marysville		Project Zip Code (+4) 98270-3427	
Begin Mile Post N/A	End Mile Post N/A	Length of Project N/A		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, 44		Congressional District(s) 2		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.	\$125,800	\$12,600	\$113,200	07/2019	
R/W	\$0	\$0	\$0	01/2020	
Const.	\$537,700	\$0	\$442,000	09/2020	
Total	\$663,500	\$12,600	\$555,200		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width Varies, 34' to 58'	Number of Lanes Varies, 3 to 5
The project includes improvements on three separate roadways. 64th St NE (SR 528) is a 5-lane road section, Smokey Pt Blvd is a 5-lane road section, and 100th St NE is a 3-lane road section.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) On 64th St NE (SR528), change signal phasing at 60th and 67th, install warning signs near intersections of 65th and 67th. At the intersection of 100th and 59th, install pedestrian-actuated rectangular rapid flashing beacons and sidewalk, and upgrade ADA curb ramps. (See remarks for description)

Local Agency Contact Person Kyle Hays		Title Project Engineer		Phone 360-363-8273	
Mailing Address 80 Columbia Ave			City Marysville	State WA	Zip Code 98270
Project Prospectus	By _____ Approving Authority				
	Title City Engineer				Date

Agency City of Marysville	Project Title 2019 Citywide HSIP	Date July 9th, 2020
------------------------------	-------------------------------------	------------------------

Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	40	3
<input checked="" type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking		
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Minor Arterial
	<input checked="" type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input checked="" type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial
		<input type="checkbox"/> Minor Arterial
		<input checked="" type="checkbox"/> Urban
		<input type="checkbox"/> Rural
		<input checked="" type="checkbox"/> NHS
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
		<input checked="" 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	35 mph	25 - 35 mph
Design Speed	40 mph	30 - 40 mph
Existing ADT	3,926	5000 - 12,000
Design Year ADT	12,000-20,000	15,000-20,000
Design Year	2035	2035
Design Hourly Volume (DHV)	N/A	N/A

Performance of Work		
Preliminary Engineering Will Be Performed By 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 checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations
None at this time.

Agency City of Marysville	Project Title 2019 Citywide HSIP	Date July 9th, 2020
Right of Way		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
Utilities		Railroad
<input type="checkbox"/> No utility work required	<input checked="" type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input checked="" type="checkbox"/> No railroad work required
<input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract		<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
Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project Any private utilities will be relocated prior to construction. Utility work as part of electrical contract work will be performed by the contractor.		
FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Remarks Install high friction surface treatment and warning signs near 1400 block of Smokey Pt Blvd.		

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

Agency City of Marysville

Date

By

Mayor/Chairperson

Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
Highway Safety Improvement Program (HSIP) Project – State Avenue, 3 rd Street to 80 th Street Supplement No. 3 to Local Agency Agreement with WSDOT	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Local Agency Agreement Supplement No. 3 Local Agency Federal Aid Project Prospectus	
BUDGET CODE:	AMOUNT: \$1,418,524.50
30500030.563000, R1302	
SUMMARY:	

To date, the City has been awarded \$333,723.00 in Federal Funds for planned HSIP (“Highway Safety Improvement Program”) improvements along State Avenue from 3rd Street to 80th Street NE — covering the costs of project design and Right of Way acquisition. Now poised for construction this fall, the project involves improvements that will include:

- replacement of an antiquated signal system at the intersection of 80th Street NE and State Avenue, including the redesign of the intersection to provide for dual ADA ramps at all corners and proper spacing between pedestrian push buttons; and
- refinement of signal operations on State Avenue at the intersections of 3rd, 4th, 6th, 8th, and 76th, incorporating new signal heads, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to "countdown type," and improving railroad "preemption timing" at intersections adjacent to grade crossings

Over the course of recent months, the City has made substantial progress in its efforts to acquire the property rights necessary to move forward with construction. As a result, the City must soon seek WSDOT (Washington State Department of Transportation) “certification” of Right of Way phase activities. *(thereby denoting that all property has been acquired in accordance with Federal rules and regulations)* In conjunction with this, the City can request that WSDOT sign and execute the attached Local Agency Agreement Supplement and accompanying Local Agency Federal Aid Project Prospectus – effectively providing authorization from WSDOT and the Federal Highway Administration for “obligation” of \$1,418,524.50 in Federal Funds for construction. With its signature of the Supplement and Prospectus, the City agrees that the work will be advanced, and the funds spent, in accordance with all applicable Federal requirements.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the attached Local Agency Agreement Supplement No. 3 and Local Agency Federal Aid Project Prospectus, thereby laying the groundwork for authorization of \$1,418,524.50 in Federal Funds for construction.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the Local Agency Agreement Supplement No. 3 and Local Agency Federal Aid Project Prospectus.



Local Agency Agreement Supplement

Agency City of Marysville		Supplement Number 3
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 1/25/13
 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. - 3rd St. to 80th St. NE Length 1.2 miles

Termini 3rd Street to 80th Street NE

Description of Work No Change

Reason for Supplement

Authorization of Construction Funds

Are you claiming indirect cost rate? Yes No

Project Agreement End Date April 30, 2023

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: September 12, 2020

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	29,000.00		29,000.00		29,000.00
	b. Other	250,000.00		250,000.00		250,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00		1,000.00
	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00	0.00	280,000.00
Right of Way 100 %	f. Agency	8,120.00	0.00	8,120.00		8,120.00
	g. Other Consultant	24,000.00	0.00	24,000.00		24,000.00
Federal Aid Participation Ratio for RW	h. Other Acquisition	20,603.00	0.00	20,603.00		20,603.00
	i. State	1,000.00	0.00	1,000.00		1,000.00
	j. Total R/W Cost Estimate (f+g+h+i)	53,723.00	0.00	53,723.00	0.00	53,723.00
Construction 100 %	k. Contract		1,190,524.50	1,190,524.50		1,190,524.50
	l. Other CM Consultant		180,000.00	180,000.00		180,000.00
	m. Other Mat. Testing Consultant		26,000.00	26,000.00		26,000.00
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		22,000.00	22,000.00		22,000.00
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	1,418,524.50	1,418,524.50	0.00	1,418,524.50
r. Total Project Cost Estimate (e+j+q)		333,723.00	1,418,524.50	1,752,247.50	0.00	1,752,247.50

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 Jon Nehring, Mayor

By
 Director, Local Program
 Date Executed

Agency City of Marysville		Supplement Number 3
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

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).


**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	
Agency	CA Agency Yes No	Federal Program Title 20.205 Other			
Project Title	Start Latitude N		Start Longitude W		
	End Latitude N		End Longitude W		
Project Termini From-To	Nearest City Name			Project Zip Code (+4)	
Begin Mile Post	End Mile Post	Length of Project	Award Type Local Local Forces State Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)	Congressional District(s)		Urban Area Number	
Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.					
Total					
Description of Existing Facility (Existing Design and Present Condition)					
Roadway Width			Number of Lanes		
Description of Proposed Work					
Description of Proposed Work (Attach additional sheet(s) if necessary)					
Local Agency Contact Person			Title		Phone
Mailing Address			City	State	Zip Code
Project Prospectus	By _____ Approving Authority				
	Title				Date

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

Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width	Number of Lanes
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	Principal Arterial	Principal Arterial
	Urban Minor Arterial	Urban Minor Arterial
	Rural Collector	Rural Collector
	NHS Major Collector	NHS Major Collector
	Minor Collector	Minor Collector
	Local Access	Local Access
Terrain	Flat Roll Mountain	Flat Roll Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By	Others	Agency
	%	%
Construction Will Be Performed By	Contract	Agency
	%	%

Environmental Classification

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

Environmental Considerations

Agency	Project Title	Date
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Right of Way

No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	Right of Way Needed	
	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 its designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

By _____

Mayor/Chairperson

Date

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
City Council confirmation of Community and Housing Development Citizen Advisory Committee (CAC) appointments.	
PREPARED BY:	DIRECTOR APPROVAL:
Amy Hess, Associate Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
1. Ordinance 2897 – Committee Establishment	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The role of the Community and Housing Development Citizen Advisory Committee (CAC) is to make recommendations to City Council related to the Community Development Block Grant (CDBG) program.

The City Council confirms the annual appointments of representatives from the Youth Board, Parks, Culture and Recreation Advisory Board, Planning Commission and City Council to serve on the CAC. Mayor Nehring is requesting the following appointments to the CAC for 2020-21:

First	Last	Representing	Term
Jasmyn	Davis	Youth Board	1 - year
Kelly	Huestis	Parks, Culture & Recreation Advisory Board	1 - year
Roger	Hoen	Planning Commission	1 - year
Mark	James	City Council	1 - year
Tom	King	City Council	1 - year

<p>RECOMMENDED ACTION: Confirm appointments.</p> <p>RECOMMENDED MOTION: Move to confirm the Mayor’s appointments to the Community and Housing Development Citizen Advisory Committee for 2020-21 as listed in the Agenda Bill.</p>
--

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 2897

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
 ESTABLISHING A CITIZEN ADVISORY COMMITTEE FOR HOUSING AND
 COMMUNITY DEVELOPMENT; AND ADDING A NEW CHAPTER 2.92 TO
 THE MARYSVILLE MUNICIPAL CODE.**

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

Section 1. A new Chapter 2.92 of the Marysville Municipal Code, entitled Citizen Advisory Committee for Housing and Community Development, is hereby adopted to read as follows:

2.92.010 Advisory committee established.

The citizen advisory committee for housing and community development is hereby established. The purpose of the committee is to act as an advisory board to city staff, the mayor and city council related to Community Development Block Grant (CDBG) plans and funding.

2.92.020 Membership and terms of office.

(1) Membership. The citizen advisory committee for housing and community development shall consist of nine (9) members who shall serve without compensation, each of whom shall be appointed by the mayor, subject to confirmation by the city council.

(2) Terms of appointment. With respect to the members appointed and confirmed to serve on the committee, the following provisions shall apply:

(a) All members shall reside within the corporate limits of the city.

(b) Appointments shall reflect a balance of interests and should be equally proportionate and contain no more than:

(i) Four (4) members shall represent the following communities, entities, or interests: business, educational, faith, charity, civic, low- and moderate-income persons, persons with disabilities, senior citizens, racially and ethnically diverse populations.

(ii) One (1) member shall be a youth representative of high school age.

(iii) Two (2) members shall be city council members.

(iv) One (1) member shall be a representative of the Marysville planning commission.

(v) One (1) member shall be a representative of the parks and recreation board.

(c) The terms of the members shall be as follows:

(i) Members appointed under subsection 2(b)(i) shall serve three (3) year terms.

(ii) The youth representative shall be appointed to at least a one (1) year term, but may be appointed to as much as a three (3) year term; and

(iii) The council, planning commission and parks and recreation board representatives shall be appointed to a one (1) year term.

(d) If a vacancy is created prior to the expiration of any member's term, the vacancy shall be filled by a person appointed by the mayor, subject to council confirmation. A person so appointed shall serve the remainder of the unexpired term.

(e) The mayor may remove any committee member from office whenever it is deemed to be in the public interest.

2.92.030 Committee organization.

The citizen advisory committee for housing and community development shall annually elect one of its members to serve as chairperson. Each of the members shall have one vote in all business coming before the committee. Five (5) members shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary for the adoption or approval of any recommendation. The mayor shall appoint staff to assist the committee in the preparation of those reports and records as are necessary for the proper operation of the committee. The committee shall hold public meetings as necessary, and the notice of the time and place thereof shall be published as required by law and kept in the office of the city clerk.

2.92.040 Advisory duties and responsibilities.

The citizen advisory committee for housing and community development shall have the following advisory duties and responsibilities:

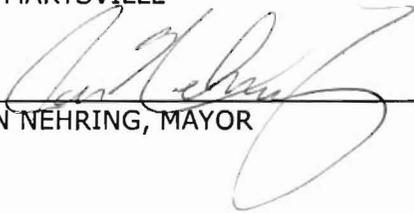
- (1) Evaluation and recommendation of a consolidated plan, and amendments thereto;
- (2) Evaluation and recommendation of an annual action plan, and amendments thereto;
- (3) Evaluation and recommendation on funding requests submitted to the city;
- (4) Review of program performance reports; and
- (5) Perform such other duties as may be requested by the mayor and city council.

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

Section 3. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this 14th day of May, 2012.

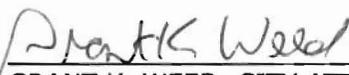
CITY OF MARYSVILLE

By: 
JON NEHRING, MAYOR

Attest:

By: 
SANDY LANGDON, CITY CLERK

Approved as to form:

By: 
GRANT K. WEED, CITY ATTORNEY

Date of Publication: 5/16/12

Effective Date: 5/21/12

Index #16

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

[DRAFT]

CITY COUNCIL MEETING DATE: July 27, 2020

AGENDA ITEM:	
CARES Act Community Rental Relief	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Community Rental Relief Program Eligibility Revised budget memo	
BUDGET CODE:	AMOUNT:
SUMMARY:	

In May, the City has entered into an agreement with the WA ST Department of Commerce to receive, through reimbursement, CARES Act funding to mitigate the effects of COVID-19. An estimated budget was created and approved along with the interagency agreement. Many of the community grant funds from the estimated budget have been distributed. Based on this experience and the continuing mitigation of COVID-19 the City desires to adjust the budget to provide more community funding.

The proposal is to move \$250,000 from the Salaries/Wage related to EOC Activation to Community Grants. The Community Grant program would be used to provide rental assistance up to \$1,500 per household to tenants that are impacted by COVID-19.

Initial application period will be open for a two week period. Applications received will be reviewed for eligibility by Finance and recommendations forwarded to the Mayor for final award.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to initiate and administer the Community Grant Program, including approving final grant awards.

RECOMMENDED MOTION:

I move to authorize the Mayor to initiate and administer the Community Grant Program, including approving final grant awards.

DRAFTMarysville COVID-19 Rental Assistance Program

One-time per household
\$1,500 maximum

Eligibility

Live within the Marysville city limits

Are behind in rent

Are economically impacted by COVID-19

Have not been delinquent on rent for six months prior to March 1. (Sept 2019-February 2020)

Have a current monthly household income that is below these amounts:
(60% of Area Median)

Number in Household	Monthly / Annual	Number in Household	Monthly / Annual
1 Person	\$2,725 / \$32,700	5 Persons	\$4,208 / \$50,490
2 Persons	\$3,115 / \$37,380	6 Persons	\$4,520 / \$58,020
3 Persons	\$3,505 / \$42,060	7 Persons	\$4,835 / \$58,020
4 Persons	\$3,895 / \$46,740	8 Persons	\$5,145 / \$61,740

Tenant Income Verification

- A pay stub dated **before AND after** the outbreak COVID-19, which shows:
 - Your Name
 - Your Employer's Name
 - Amount Year to Date (YTD) OR,
- A notice of your current employment status from your employer OR a claim for unemployment benefits dated after March 1, 2020, which shows:
 - Your name
 - Your Employer's Name
 - Your employment status (employed, furloughed, reduced time/income, or termination)

Landlord Verification:

- A W9 for each property that a payment is being made to.

Living Situation Verification:

- A copy of the lease or month-to-month rental agreement showing current rent amount, who rent is paid to, signature(s), and where a check should be sent

- If you cannot provide any of the above, and have an informal living arrangement in which you are making a contribution toward the rent, you must submit this Certification of Payment Obligation for Friends or Family which can be found here
 - If you live alone, complete the application about yourself.
 - If you live with just your family or partner, complete the application on behalf of your whole family, or yourself and your partner.
 - If you live with roommates, complete the application about yourself, reflecting your individual needs.
 - If someone else who lives with you also needs help, they should complete their own application reflecting their individual needs.

We will need to communicate with your landlord to confirm information and/or collect documentation required to ensure the correct rent amount is paid and mailed to the right address. A check made payable to your landlord will be mailed to the landlord on your behalf within 14 days of receipt of all documentation and application approval.



MARYSVILLE
MAYOR JON NEHRING

Date: May 22, 2020
To: Marysville City Council
From: Mayor Jon Nehring
Subject: CARES Funding

Governor Inslee allocated part of Washington's federal CARE funding directly to local governments under 500,000 in population, who were otherwise ineligible for direct funding under the CARES Act. Through the Department of Commerce, the state is contracting with local jurisdictions to enable COVID-19 related reimbursements, for expenses occurring between March 1 and October 31, 2020. Cities were allocated funds based on population size. Use of these funds is limited, and not intended to replace lost revenues. Cities will have until October 31 to submit for reimbursement and use the funding. Cities are required to notify the Department of Commerce by October of unspent funds, so that the state can reallocate the remaining amounts to their programs.

Marysville's allocation is \$2,034,600.00. We have identified the following areas for reimbursement and believe that the funds would be fully expended under this plan:

City of Marysville Fund Expenses:

Families First Compliance	\$ 270,000
Overtime	\$ 160,000
Salaries/Wages related to EOC Activation	\$
500,000 250,000	
Salaries/Wages for redirected work	\$ 249,600
Unemployment Costs (up to 50%)	\$ 25,000
PPE/Sanitation/Screening	\$ 150,000
Technology/Infrastructure Upgrades	\$ 180,000

Community Grants:

Small Business Rental Relief	\$ 250,000
PPE Purchasing for Businesses	\$ 25,000
Direct food purchase for Marysville Food Bank distribution	\$ 25,000
Utility payment subsidy	\$ 25,000
Domestic Violence Services (community advocate-DVS)	\$ 25,000
Small Business Rental Relief (second round if needed)	\$
150,000	
Community Relief	\$ 250,000

I would appreciate your thoughts on the aforementioned plan. We would like to move forward with the community grants swiftly in order to make money available to businesses and community members who have been impacted

(360) 363-8000

Marysville City Hall
1049 State Avenue
Marysville, WA 98270

financially by COVID-19 related circumstances. If the City Council has other considerations or grant ideas, we will work to implement them.

Index #17

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: July 27, 2020**

AGENDA ITEM:	
Modification of the Interlocal Agreement between the City of Lake Stevens and the City of Marysville for Outdoor Video Services.	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Taylor/Dave Hall	Tara Mizell
DEPARTMENT:	
Parks, Culture, and Recreation	
ATTACHMENTS:	
ILA Amendment	
BUDGET CODE:	AMOUNT:
00110367 376015	Originally \$650.00
SUMMARY:	

Due to the fluidity of the COVID-19 situation, we received a modified ILA between the two cities for our annual Outdoor Video Services. Lake Stevens canceled one event and sent us a revised ILA for one remaining event in August.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the ILA.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the revised ILA with the City of Lake Stevens for Outdoor Video Services.

AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES

This Interlocal Agreement effective July 1, 2020 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as "LAKE STEVENS" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 14 and August 28, 2020; and

WHEREAS, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals; and

WHEREAS, the City of MARYSVILLE and the CITY OF LAKE STEVENS entered into an Interlocal Agreement effective February 7, 2020 for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS on Friday, August 14, 2020 and Friday August 28, 2020; and

WHEREAS, due to COVID-19 and the resultant restrictions placed on community gatherings the Cities of MARYSVILLE and LAKE STEVENS wish to amend the February 7, 2020 Interlocal Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

A.MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE'S performance of said

services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

B. LAKE STEVENS will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

c. The date for video services (FILM) will be:

1. Friday, August 28, 2020

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.

F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

2. COMPENSATION/FEEES

A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$650.00 per date.

- B. LAKE STEVENS will pay MARYSVILLE of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- c. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A Both parties to this Agreement shall maintain public liability insurance either through the Washington Cities Insurance Authority (WCIA) or through an equivalent combination of self-insurance and appropriate insurance coverage and shall maintain their membership in WCIA or their insurance policies throughout the term of this Agreement.
- B Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage or membership in WCIA that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

A Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of LAKE STEVENS a

MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LAKE STEVENS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

c. Notices

1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of LAKE STEVENS:
1812 Main Street, P O Box 257 Lake
Stevens, WA 98258-0257

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party. MARYSVILLE:

Name: Chris Taylor, Cultural Arts Supervisor
Phone Number: 360-363-8408

LAKE STEVENS:

Name: Jill Meis, parks Planning and Development Coordinator
Phone Number: 425-622-9431

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated

below.

Date: _____, 2020

CITY OF MARYSVILLE

Attest:

JON NEHRING Mayor

KATHY PUGH City Clerk Approved as to form:

Date: 2020

GREG RUBSTELLO City Attorney

Attest:

Attorney for City of LAKE STEVENS

TINA BROCK Deputy City Clerk Approved as to form:

JON WALKER City Attorney

Attorney for the City of MARYSVILLE

CITY OF LAKE STEVENS

Brett Gailey Mayor

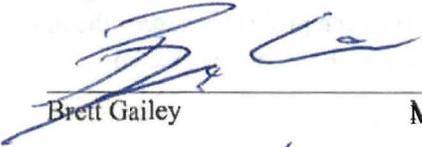
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IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF LAKE STEVENS

JON NEHRING Mayor



Brett Gailey Mayor

Date: _____, 2020

Date: 20 Jul, 2020

Attest:

TINA BROCK Deputy City Clerk

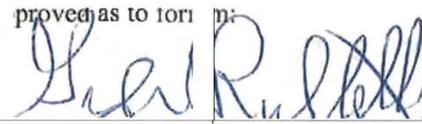


KATHY PUGH City Clerk
Attest:

TINA BROCK
Approved as to form:

JON WALKER City Attorney

Attorney for the City of MARYSVILLE Approved as to form:

proved as to form:


GREG TELLO City Attorney
Attorney for City of LAKE STEVENS