

**Marysville City Council Meeting**

**December 14, 2020**

**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](http://www.marysvillewa.gov/remotepubliccomment) before noon on the day of the meeting.**

**To listen to the meeting without providing public comment:**

Join Zoom Meeting

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

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Audience Participation**

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

- 1. Approval of the November 2, 2020 City Council Work Session Minutes
- 2. Approval of the November 9, 2020 City Council Meeting Minutes
- 17. Approval of the November 23, 2020 City Council Meeting Minutes \*

**Consent**

- 3. Approval of the November 18, 2020 Claims in the Amount of \$778,534.05 Paid by EFT Transactions and Check Numbers 144619 through 144781 with Check Number 143714 Voided

*\*These items have been added or revised from the materials previously distributed in the packets for the December 7, 2020 Work Session.*

**Marysville City Council Meeting****December 14, 2020****7:00 p.m.****City Hall**

4. Approval of the November 25, 2020 Payroll in the Amount of \$1,398,025.23 Paid by EFT Transactions and Check Number 33303 through 33308
5. Approval of the November 25, 2020 Claims in the Amount of \$658,655.86 Paid by EFT Transactions and Check Numbers 144782 through 144878 with No Check Number Voided
6. Approval of the December 2, 2020 Claims in the Amount of \$4,343,478.33 Paid by EFT Transactions and Check Numbers 144879 through 144985 with No Check Number Voided
24. Approval of the December 9, 2020 Claims in the Amount of \$3,157,795.59 Paid by EFT Transactions and Check Number 144986 through 145134 with Check Numbers 144439, 144541 and 144943 Voided \*
25. Approval of the December 10, 2020 Payroll in the Amount of \$1,523,679.48 Paid by EFT Transactions and Check Numbers 33309 through 33321 \*
8. Consider Approving the Local Agency Supplemental Agreement No. 1 and Local Agency Federal Aid Project Prospectus with WSDOT for 80<sup>th</sup> St NE Non-Motorized Project Funding
9. Consider Approving the Supplemental Agreement No. 1 with Transportation Solutions, Inc. for Construction Support Services for the 2019 Citywide Highway Safety Improvements Project
10. Consider Approving the 2020 Biosolids Removal and Reuse Project, Starting the 60-day Lien Filing Period for Project Closeout
11. Consider Approving the Supplemental Agreement No. 7 with KPG, Inc., Extending the Agreement to December 31, 2021 and Authorizing \$40,719.11 in Additional Funds for Design Support
12. Consider Approving the Department of Commerce Grant Funding Agreement Thereby Securing Construction Funding for the Centennial Trail Project
13. Consider Approving the Construction Agreement with WSDOT for the Centennial Trail Connector Project
14. Consider Approving the Americans with Disabilities Act (ADA) Transition Plan
15. Consider Approving the Agreement with the Department of Ecology, Accepting a \$190,000.00 Grant for Publicly Available Electric Vehicle Supply Equipment
16. Consider Approving the Interlocal Agreement with Revisions and the Interlocal Agreement Establishing the Snohomish Regional Drug Task Force

***\*These items have been added or revised from the materials previously distributed in the packets for the December 7, 2020 Work Session.***

18. Consider Approving the NASPO Political Subdivision Addendum with US Bank

### **Review Bids**

### **Public Hearings**

7. Public Hearing to Allow for Public Comment Concerning the Planning Process to Consider Amendments to the MMC Related to Enhanced Services Facilities

### **New Business**

19. Consider Approving an **Ordinance** Amending the 2019-2020 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3108

20. Consider Approving an **Ordinance** to Amend MMC Chapter 3.51 Petty Cash Fund

21. Consider Approving an **Ordinance** to Repeal MMC Chapter 3.99 Relating to the Ken Baxter Senior/Community Center Appreciation Fund

22. Consider Approving a **Resolution** to Approve Temporary Community Uses of Parking Lots and Vacant City Property

26. Consider Approving the Amendment to the Interlocal Agreement with the City of Arlington for Court Services \*

27. Consider Approving the 2021-2022 Liability Renewal Proposal with Alliant Insurance Services, Inc \*

28. Consider Approving the 2021 Interlocal Agreement with Snohomish Health District \*

29. Consider Approving the Interlocal Agreement with Whatcom County for Prisoner Transport \*

### **Legal**

### **Mayor's Business**

23. 2021 State Legislative Priorities

30. 2021 Board of Health Representative \*

### **Staff Business**

### **Call on Councilmembers**

*\*These items have been added or revised from the materials previously distributed in the packets for the December 7, 2020 Work Session.*

December 14, 2020

**Marysville City Council Meeting**  
7:00 p.m.

City Hall

**Adjournment/Recess**

**Executive Session**

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

**Reconvene**

**Adjournment**

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

*\*These items have been added or revised from the materials previously distributed in the packets for the December 7, 2020 Work Session.*

# *Index #1*

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Work Session  
Minutes  
November 2, 2020**

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the Work Session to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Police Chief Erik Scairpon, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Interim Community Development Director Allan Giffen, Fire Chief Martin McFalls, Human Resources Manager Teri Lester, Community Information Officer Connie Mennie, Information Service Manager Worth Norton, Systems Analyst Mike Davis, Interim Police Chief Jeffrey Goldman, Athletic Supervisor Dave Hall, Senior Planner Angela Gemmer

**Approval of the Agenda**

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

**AYES: ALL**

**Committee Reports**

Councilmember King reported on the recent Technical Advisory Committee (TAC) meeting where they reviewed applications for federal funds. Housing Hope and Mercy Housing received funds.

Councilmember Richards reported on the Affordable Housing Committee meeting. They are trying to come up with a common code for Accessory Dwelling Units for the county. He also reported on Snohomish County Tomorrow's long-term plan for 2050. They elected a new citizen representative out of Everett.

## **Presentations**

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

1. Approval of the October 12, 2020 City Council Meeting Minutes

There were no comments or questions on this item.

## **Consent**

2. Approval of the October 28, 2020 Claims in the Amount of \$850,079.26 Paid by EFT Transactions and Check Numbers 144068 through 144273 with Check Numbers 117887, 118603, 118899, 119577, 122928, 122941, 125369, 126001, 126144, 126942, 127102, 127148, 127361, 127418, 127459, 127697, 127772, 128068, 128524, 128660, 129040, 129333, 130444, 130470, 130544, 130597, 131384, 131512, 131586, 131668, 131954, 132003, 132395, 132780, 133130 and 133342 Voided

There were no comments or questions on these items.

## **Review Bids**

## **Public Hearings**

## **New Business**

3. Consider the Vegetation/Timber Removal and Mitigation Payment Agreement with Washington State Department of Transportation for the Centennial Trail Connector Project

Director Nielsen reviewed this item related to the new trail. Four trees need to be removed, and this covers the mitigation payment.

4. Consider the Local Agency Agreement Supplemental Agreement No. 1 with Washington State Department of Transportation for the Centennial Trail Connector Project

Director Nielsen reviewed this item also related to grant funding for the trail project.

5. Consider the Interlocal Agreement with Revisions Establishing the Snohomish County Drug Task Force

This item was removed pending changes by Snohomish County.

6. Consider an Ordinance to Affirm the Planning Commission and Parks, Culture, and Recreation Board's Recommendation Amending the 2020-2025 Parks Comprehensive Plan (Action Requested November 23, 2020)

Athletic Supervisor Dave Hall and Community Center Supervisor Joanna Martin made a presentation regarding the 2020-2025 Parks Comprehensive Plan.

Councilmember James asked about Marysville Park & Recreation's significantly lower operating budget than other cities. Director Mizell agreed that it is about half the size of other jurisdictions. Marysville's Park & Recreation is incredibly lean and efficient. Councilmember James asked about plans for prioritizing development of undeveloped acreage for park space. Director Mizell explained this was recently discussed at the Planning Commission. It is a balance between providing park space and much needed open space. Athletic Supervisor Hall concurred and noted that the value of open space was ranked highly in the recent public survey.

Council President Norton asked how the survey was conducted. Community Center Supervisor Martin explained that due to COVID, the survey was done entirely online. It was available for approximately six weeks and advertised in a variety of ways.

Councilmember King asked about the status of Deering Wildflower Park. Director Mizell explained that it is used a lot, and there is a caretaker living on the property.

7. Consider to Initiate and Administer the Small Business Relief Program Amendment, Including Approving Final Grant Awards

Finance Director Langdon gave an update on CARES Act COVID-19 grant applications and awards. She recommended increasing the amount of business relief funding to \$301,000.

**Motion** to amend Council work session rules in order to take action on this item tonight moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

**Motion** to increase the amount to \$301,000 for the Small Business Relief Program moved by Council President Norton seconded by Councilmember Muller.

**AYES: ALL**

8. Consider to Affirm the Planning Commission's Recommendation and Adopt the Marysville, Lake Stevens and Lakewood 2020 – 2025 CFPs as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan



Associate Planner Hess reviewed the proposed impact fees for the three school districts as recommended by staff and the Planning Commission.

Councilmember Muller asked where the admin fee came from. Associate Planner Hess indicated she would bring that information back to the Council meeting.

Council President Norton asked when the last time was that the Marysville School District imposed an impact fee. Associate Planner Hess replied that Marysville went to zero in 2018, but they were imposing a fee prior to that. Council President Norton asked for more information about the 50% fee discount. CAO Hirashima and Robb Stanton reviewed the background and purpose of this.

9. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Mobile/Manufactured Home Park and Recreational Vehicle Park Amendments

Senior Planner Gemmer reviewed the proposed ordinance related to Mobile/Manufactured Home Park and Recreational Vehicle Park Amendments.

Councilmember Muller spoke in support of the changes.

10. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Tiny House Amendments

Senior Planner Gemmer reviewed the proposed ordinance related to Tiny House Amendments.

Councilmember Richards asked about the difference between a camping trailer and a tiny house. Senior Planner Gemmer noted that there is a legal definition of tiny houses and reviewed some of the differences.

Councilmember King asked about occupancy restrictions on these. Senior Planner Gemmer indicated she would bring that answer back to Council.

Councilmember Muller asked about the driver for these amendments and expressed concern about allowing substandard housing as an ADU. Senior Planner Gemmer replied that the WAC governs the regulations under which the tiny houses must be constructed. The City has received many inquiries about tiny houses which is why the code was proposed.

## **Legal**

## **Mayor's Business**

Mayor Nehring had the following comments:

- The Mayor's Task Force on Growth Management met today and had a good discussion on impact fees and capital improvement charges. They also received an economic recovery update.
- He informed the Council that there has been a significant increase in local cases of COVID-19 in Marysville. Staff will be providing information for the public about this.
- He spoke on the EASC Coffee Chat last week about Marysville's MESH Housing, the embedded social worker program and other things the City has done related to homelessness and addition.

### **Staff Business**

Chief Scairpon discussed election plans from a public safety standpoint.

Interim Community Development Director Giffen had no comments.

Public Works Director Nielsen reported there would be a Public Works Committee meeting this Friday.

Finance Director Langdon had no further comments.

Community Information Officer Mennie had no comments.

Parks & Recreation Director Mizell reported that Cedarcrest had great numbers for October and for the first 10 months of 2020 even with the closures.

Human Resources Manager Lester had no comments.

Chief McFalls reported that Fire would be supporting local law enforcement with any issues that could come up with the election process.

City Attorney Walker had no comments.

CAO Hirashima had no further comments.

### **Call on Councilmembers**

Councilmember Stevens had no comments.

Councilmember Muller commented that the Cedarcrest course looked great throughout the season. He congratulated Parks on the great numbers. He reminded Council that the Public Works Committee would be reviewing potential names for the 1st Street bypass at the meeting on Friday. Any suggestions should be submitted prior to the meeting.

Councilmember Vaughan commented that the Health Board had a special meeting last week where they got an update on what is happening in the county with COVID-19. He reviewed some of this information.

Councilmember Richards said he also listened to the Health District webinar and was somewhat discouraged with the information about increases in cases and that it appeared things would not be opening up anytime soon. He hopes that the election is peaceful. He wished Councilmember James luck.

Councilmember James expressed appreciation to Athletic Supervisor Hall and Community Center Supervisor Martin for the significant money they saved the City by not having to hire an outside consultant to do the Parks Comp Plan.

Councilmember King commented that the new Olympic View Park project looks great. He thanked the City for help securing the Strawberry Festival building when somebody smashed the windows. He noted that he signed up for the holiday lighting contest.

Council President Norton had no further comments.

### **Adjournment**

Motion to adjourn at 8:01 p.m. moved by Councilmember Richards seconded by Councilmember James.

The meeting was adjourned at 8:01 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Mayor  
Jon Nehring

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# *Index #2*

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Regular Meeting  
Minutes  
November 9, 2020**

**Call to Order / Invocation / Pledge of Allegiance**

Mayor Nehring called the November 9 City Council Meeting to order at 7:00 p.m. Pastor Rick Thiessen of Allen Creek Community Church gave the invocation, and Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Erik Scairpon, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Community Development Director Allan Giffen, Fire Chief Martin McFalls, Human Resources Manager Teri Lester, Community Information Officer Connie Mennie, Information Services Manager Worth Norton, Systems Analyst Mike Davis, Associate Planner Amy Hess, Senior Planner Angela Gemmer

**Approval of the Agenda**

**Motion** to approve the agenda moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

**Committee Reports**

Councilmember Muller reported on the November 6 Public Works Committee meeting where they are discussing the recycling contract with Waste Management and Surface Water Management's Watershed Plan and Storm Water Management Plan. The renaming of the 1st Street Bypass has been put on hold pending further discussion about a comprehensive vision for that area.

Councilmember King reported on the Snohomish/Island County Fire Commissioners meeting where they had an update on the 911 radio project. They also decided to cancel their annual conference and dues for next year due to COVID.

Councilmember Vaughan reported on the November 4 Finance Committee meeting where they discussed the following:

- Revenues and expenditures are tracking close to planned numbers.
- Sales tax revenues are up 9.2% over last year. He gave breakdowns by categories.

## **Presentations**

A. Proclamation: Declaring November 28, 2020 Small Business Saturday

Mayor Nehring read the proclamation into the record.

B. Alliant Health Insurance Presentation

Julie Forinash from Alliant Health Insurance gave an overview of the City's first year of self-insured health insurance. She reviewed why the City decided to move away from health coverage through the AWC and how they worked with Alliant to create a self-insured benefit strategy. She also reviewed 2021 renewal projections and recommendations.

## **Audience Participation**

Mayor Nehring solicited audience participation. There was none.

## **Approval of Minutes**

1. Approval of the October 12, 2020 City Council Meeting Minutes

**Motion** to approve the October 12, 2020 City Council Meeting Minutes moved by Councilmember King seconded by Councilmember Richards.

**AYES: ALL**

## **Consent**

2. Approval of the October 28, 2020 Claims in the Amount of \$850,079.26 Paid by EFT Transactions and Check Numbers 144068 through 144273 with Check Numbers 117887, 118603, 118899, 119577, 122928, 122941, 125369, 126001,

126144, 126942, 127102, 127148, 127361, 127418, 127459, 127697, 127772, 128068, 128524, 128660, 129040, 129333, 130444, 130470, 130544, 130597, 131384, 131512, 131586, 131668, 131954, 132003, 132395, 132780, 133130 and 133342 Voided

3. Consider Approving the Vegetation/Timber Removal and Mitigation Payment Agreement with Washington State Department of Transportation for the Centennial Trail Connector Project
4. Consider Approving the Local Agency Agreement Supplemental Agreement No. 1 with Washington State Department of Transportation for the Centennial Trail Connector Project

**Motion** to approve consent agenda items 2, 3, and 4 moved by Council President Norton seconded by Councilmember James.

**AYES: ALL**

### **Review Bids**

### **Public Hearings**

### **New Business**

8. Consider Approving an Ordinance to Affirm the Planning Commission's Recommendation and Adopt the Marysville, Lake Stevens and Lakewood 2020 – 2025 CFPs as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan

Councilmember Stevens recused himself due his business relationship with one of the school districts.

Associate Planner Hess reviewed this item as discussed at the Work Session.

**Motion** to approve Ordinance No. 3163 to Affirm the Planning Commission's Recommendation and Adopt the Marysville, Lake Stevens and Lakewood 2020 – 2025 CFPs as a sub-element of the Capital Facilities Element of the Marysville Comprehensive Plan moved by Councilmember Muller seconded by Council President Norton.

**VOTE: Motion carried 6 - 0**

**RECUSED:** Councilmember Stevens

9. Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Mobile/Manufactured Home Park and Recreational Vehicle Park Amendments

Councilmember Stevens rejoined the meeting. Senior Planner Gemmer reviewed this item as covered at the previous Work Session.

**Motion** to approve Ordinance No. 3164 Affirming the Planning Commission's Recommendation and Adopting the Mobile/Manufactured Home Park and Recreational Vehicle Park Amendments moved by Councilmember Richards seconded by Councilmember Stevens.

**AYES: ALL**

10. Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Tiny House Amendments

Senior Planner Gemmer reviewed the proposed amendments to allow Tiny Houses as Accessory Dwelling Units and in other limited circumstances. She responded to questions raised at the previous Work Session regarding occupancy limits.

Councilmember Muller expressed concern about removal of the 300-square foot provision for Tiny Houses, but not for developers who want to build traditional structures. He spoke in support of the existing ADU provisions.

Councilmember Richards asked how design standards would apply to Tiny Houses. Senior Planner Gemmer explained that Tiny Houses would have to be consciously selected or built to meet the design requirements such as similar roof pitch, similar siding . . .

Council President Norton asked what was driving this proposal. Senior Planner Gemmer explained it was the result of increased community interest. There has been interest in pursuing them as Accessory Dwelling Units and in Mobile/Manufactured Home Parks.

Councilmember James indicated he would like more information about Councilmember Muller's concerns. Councilmember Muller summarized his concerns which would allow Tiny Houses to circumvent the regular ADU code resulting in a smaller and, in his opinion, inferior product. He again spoke in support of maintaining the current code.

No action was taken.

## **Legal**

### **Mayor's Business**

- Thanks to staff and everyone who set up for the coffee klatch tonight.
- The lighting of the water tower will be held on December 5th.

### **Staff Business**

Chief Scairpon gave an update on a recent homicide in the city. He is looking forward to the Executive Session tonight for another matter related to the police department.



Human Resources Manager Lester had no comments.

Interim Director Giffen replied there was a developers' forum related to the Downtown Master Plan last week. Consultants are taking the feedback and refining a draft update to the Downtown Master Plan.

Chief Information Officer Mennie had no comments.

Chief McFalls had no comments.

Director Nielsen commented that the coffee klatch was a great event tonight.

Director Langdon gave an update on the CARES grant applications.

Director Mizell had no comments.

City Attorney Walker stated the need for an Executive Session regarding labor negotiations for seven minutes with action expected.

CAO Hirashima had no comments.

### **Call on Councilmembers**

Councilmember Stevens had no comments.

Councilmember Vaughan had no comments.

Councilmember Muller reported that the developer meeting was very informative. He is looking forward to the Christmas lights this year.

Councilmember Richards had no comments.

Councilmember James had no comments.

Councilmember King commented on the water tower restoration work and lane striping work. He asked if trees would be replaced where they were removed on C Avenue between 1st and Grove to repair the sidewalk. Director Nielsen replied that the trees would be replaced, but staff is waiting for the right time of year.

Council President Norton had no comments.

### **Adjournment/Recess**

Council recessed into Executive Session at 8:00 p.m.

### **Executive Session**

- A. Litigation
- B. Personnel - one item; RCW 42.30.140(4)(a)
- C. Real Estate

Council reconvened in Executive Session at 8:00 p.m. to discuss one item regarding labor negotiations expected to last seven minutes with action expected. Executive Session was extended 5 minutes.

### **Reconvene**

There was some delay due to Zoom and Council reconvened the meeting at 8:16 p.m.

**Motion** to approve the MOU with the MPOA for the creation of a Traffic Unit at MPD moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

### **Adjournment**

**Motion** to adjourn at approximately 8:20 p.m. moved by Councilmember Richards seconded by Council President Norton.

**AYES: ALL**

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Mayor  
Jon Nehring

*Update*  
*Index #17*

City Council



1049 State Avenue  
Marysville, WA 98270

**Regular Meeting  
November 23, 2020**

**Call to Order / Invocation / Pledge of Allegiance**

Council President Norton called the November 23 meeting to order at 7:00 p.m. and led the Pledge of Allegiance. There was no invocation.

**Roll Call**

**Present:**

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

Staff: Finance Director Sandy Langdon, Chief Administrative Officer Gloria Hirashima, Police Chief Erik Scairpon, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Interim Community Development Director Allan Giffen, Human Resources Manager Teri Lester, Community Information Officer Connie Mennie, Information Services Manager Worth Norton, Systems Analyst Mike Davis, Interim Police Chief Goldman, Athletic Supervisor Dave Hall, Senior Planner Angela Gemmer, Financial Operations Manager John Nield, Corporal Brandon Palmer, Assistant Public Works Director Kari Chennault, Police Commander Wendy Wade

Excused: Mayor Jon Nehring

**Approval of the Agenda**

Council President Norton noted that it had been requested to add an ordinance related to emergency interim development regulations regarding Enhanced Service Facilities.

**Motion** to approve the agenda with the addition of the item regarding Enhanced Service Facilities moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

## Committee Reports

Councilmember King reported on the recent LEOFF 1 Board meeting where they reviewed and approved three claims and approved Donald George to replace Donna Wright as the citizen at large member. He also reported on the Fire Board meeting where they approved the purchase of SCBA (Self Contained Breathing Apparatus) for the entire crew. A good portion of this was paid for with a federal grant.

## Presentations

A. Proclamation: Declaring November 2020 Lung Cancer Awareness Month

Council President Norton read the proclamation declaring November 2020 as Lung Cancer Awareness Month in the City of Marysville.

## Audience Participation

David Toyer, Toyer Strategic Advisors, 10519 Suite 3, Lake Stevens, WA 98258, spoke regarding a NorthPoint Development project at Cascade Industrial Center. He noted he would be available during the meeting if there were any questions regarding this item later on the agenda.

## Approval of Minutes

1. Approval of the October 26, 2020 City Council Meeting Minutes

**Motion** to approve the October 26, 2020 City Council Meeting Minutes as presented moved by Councilmember King seconded by Councilmember James.

**AYES: ALL**

## Consent

2. Approval of the November 4, 2020 Claims in the Amount of \$1,867,788.34 Paid by EFT Transactions and Check Numbers 144274 through 144434 with Check Number 140782 Voided

3. Approval of the November 10, 2020 Payroll in the Amount of \$1,484,468.65 Paid by EFT Transactions and Check Number 33290 through 33302

4. Approval of the November 11, 2020 Claims in the Amount of \$3,889,002.89 Paid by EFT Transactions and Check Numbers 144435 through 144618 with Check Numbers 139640, 142796, and 143017 Voided

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

**AYES: ALL**

## Review Bids

## Public Hearings

## New Business

5. Consider Approving the Updated Interagency Agreement with Washington Traffic Safety Commission for Pedestrian Safety

Interim Chief Goldman reviewed this update related to Target Zero which is an interagency agreement regarding pedestrian safety.

**Motion** to approve the Updated Interagency Agreement with Washington Traffic Safety Commission for Pedestrian Safety moved by Councilmember James seconded by Councilmember Muller.

**AYES: ALL**

6. Consider Approving the 90 Day Trial Memorandum of Understanding with King County Regional Automated Fingerprint Identification System for Mobile ID Services

Commander Wade and Corporal Palmer reviewed this item regarding a mobile unit which would allow a quick identification of fingerprints in the field and in the jail. Staff is requesting approval of a 90-day free trial of the unit.

**Motion** to authorize the Mayor to sign the 90 Day Trial Memorandum of Understanding with King County Regional Automated Fingerprint Identification System for Mobile ID Services moved by Councilmember James seconded by Councilmember Richards.

**AYES: ALL**

7. Consider Approving the Supplemental Agreement No. 2 with D.K. Systems for HVAC Maintenance and Repair for a New Total Contract Price of \$165,000.00

Assistant Public Works Director Chennault reviewed this item which would supplement the existing contract.

**Motion** to authorize the Mayor to sign and execute the Supplemental Agreement No. 2 with D.K. Systems for HVAC Maintenance and Repair for a New Total Contract Price of \$165,000.00 moved by Councilmember Richards seconded by Councilmember Stevens.

**AYES: ALL**

8. Consider Approving the Purchase Order with Dobbs Peterbilt, Inc. for Two (2) 2021 Autocar Dual Sit Down Drive Residential Front Loading Trucks in the Amount of \$799,942.66

Assistant Public Works Director Chennault reviewed this item. The vehicles would be used to support the annexation next year.

Councilmember King asked if an additional mechanic would be needed. Assistant Public Works Director Chennault explained it would be taken care of by the existing mechanics in-house.

**Motion** to authorize the Mayor to sign and execute the Purchase Order with Dobbs Peterbilt, Inc. for Two (2) 2021 Autocar Dual Sit Down Drive Residential Front Loading Trucks in the Amount of \$799,942.66 moved by Councilmember Muller seconded by Councilmember King.

**AYES: ALL**

9. Consider Approving the Professional Services Agreement with Valli Information Systems dba Billing Document Specialist

Financial Operations Manager Nield reviewed this item regarding extension of billing services with Valli Information Services.

**Motion** to authorize the Mayor to sign and execute the Professional Services Agreement with Valli Information Systems dba Billing Document Specialist moved by Councilmember Stevens seconded by Councilmember James.

**AYES: ALL**

10. Consider Approving the Contract with Feldman and Lee for Indigent Defense Services

City Attorney Walker reviewed this item regarding an extension of the contract for indigent defense services with Feldman and Lee.

**Motion** to authorize the Mayor to sign and execute the Contract with Feldman and Lee for Indigent Defense Services moved by Councilmember King seconded by Councilmember Muller.

**AYES: ALL**

11. Consider Approving a Recovery Contract with Aaron Metcalf for Sewer Construction Costs in the 113th Pl. NE Right of Way

Assistant Public Works Director Chennault reviewed this item.

**Motion** to authorize the Mayor to sign and execute Recovery Contract No. 302 with Aaron Metcalf for Sewer Construction Costs in the 113th Pl. NE Right of Way moved by Councilmember Richards seconded by Councilmember Stevens.

**AYES: ALL**

12. Consider Approving an Ordinance to Adopt the 2020-2025 Parks, Recreation, and Open Space Plan as an Element of the Current Marysville Comprehensive Plan

Director Mizell reviewed this item and noted that staff was recommending approval.

**Motion** to adopt Ordinance No. 3165 adopting the 2020-2025 Parks, Recreation, and Open Space Plan as an Element of the Current Marysville Comprehensive Plan moved by Councilmember Richards seconded by Councilmember Stevens.

**AYES: ALL**

13. Consider Approving an Ordinance Amending MMC 3.63.030(3)(a) Low-Income Senior Citizen for Reduced Utility Rates

Financial Operations Manager Nield reviewed this item related to reduced utility rates for low income seniors.

**Motion** to adopt Ordinance No. 3166 amending MMC 3.63.030(3)(a) Low-Income Senior Citizen for Reduced Utility Rates moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

14. Consider Approving an Ordinance Adopting the Minor Revision to the Residential Permitted Uses Development Standards

Senior Planner Gemmer reviewed this item regarding changes to the Residential Permitted Uses Development Standards to correct incorrect language.

**Motion** to adopt Ordinance No. 3167 adopting the Minor Revision to the Residential Permitted Uses Development Standards moved by Councilmember Richards seconded by Councilmember Stevens.

**AYES: ALL**

15. Consider Approving a Resolution Relating to Future Land Use Permit Review for NorthPoint Development

Interim Community Development Director Giffen discussed this item related to NorthPoint Development.

**Motion** to adopt Resolution No. 2491 relating to Future Land Use Permit Review for NorthPoint Development moved by Councilmember Vaughan seconded by Councilmember James.

**AYES: ALL**

Ordinance regarding Emergency Development Regulations regarding Enhanced Service Facilities



Interim Director Giffen reviewed this item.

**Motion** to waive normal rules in order to take action on this item tonight moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

**Motion** to adopt Ordinance No. 3168 regarding Emergency Development Regulations regarding Enhanced Service Facilities moved by Councilmember Vaughan seconded by Councilmember Stevens.

**AYES: ALL**

## **Legal**

## **Mayor's Business**

## **Staff Business**

Human Resources Manager Lester had no comments.

Parks and Recreation Director Mizell reported that lights were put up on the water tower. Staff is looking forward to lighting them up on December 5. Marysville Home for the Holidays tour is coming together. She thanked the police department and Connie Mennie for helping out the food bank with the coat drive.

Finance Director Langdon reported that the County wants to give \$2.5 million of their CARES funding to the cities to help businesses with COVID relief. The City's allocation is yet to be determined, but is likely to be at least \$400,000. The City's CARES Act funds for business relief have been used up.

Community Information Officer Mennie had no comments.

City Attorney Jon Walker had no comments.

Assistant Public Works Director Chennault had no comments.

Chief Scairpon also commented on the successful coat drive supporting the community.

Interim Director Giffen announced that Community Development has selected a new senior planner who will be starting in December.

CAO Hirashima thanked Director Mizell and her staff for a great Parks Plan Update.

## **Call on Councilmembers**

Councilmember King expressed appreciation to the Police Chief for visiting a local business who appreciated it. He rode along recently with Officer Mike Buell and Social Worker Rochelle Long and was very impressed with the work they do.

Councilmember Richards commended Council President Norton for her work tonight chairing the meeting.

Councilmember Vaughan wished everyone Happy Thanksgiving and echoed commendations on Council President Norton's chairing of the meeting.

Councilmember Stevens echoed previous comments and noted there would be a Public Safety meeting tomorrow.

Councilmember Muller wished everyone Happy Thanksgiving and commended Council President Norton.

Councilmember James wished everyone Happy Thanksgiving, expressed appreciation for the community support of the coat drive, and commended Council President Norton.

Council President Norton expressed appreciation to everyone for the work they do for the community and wished everyone a Happy Thanksgiving.

### **Adjournment/Recess**

**Motion** to adjourn the meeting at 7:56 p.m. moved by Councilmember James seconded by Councilmember Richards.

**AYES: ALL**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor  
Jon Nehring

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 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 November 18, 2020 claims in the amount of \$778,534.05 paid by EFT transactions and Check No.'s 144619 through 144781 with Check number 143714 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

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 **\$778,534.05 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 144619 THROUGH 144781 WITH CHECK NUMBER 143714 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 **14<sup>th</sup> DAY OF DECEMBER 2020**.

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/12/2020 TO 11/18/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144619	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 11/1-11/7	MEDICAL CLAIMS	88,028.58
144620	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 11/8-11/14	MEDICAL CLAIMS	75,811.00
144621	BID4ASSETS, INC.	SALE DEPOSIT TPN 30051600205600	GMA - STREET	2,035.00
144622	ADVANCED TRAFFIC	762 PHASE SELECTORS	TRANSPORTATION	4,663.06
144623	ALL BATTERY SALES &	FUSE HOLDER	EQUIPMENT RENTAL	32.57
144624	AM TEST INC	ANNUAL SCAN	WASTE WATER TREATMENT	850.00
144625	AMAZON CAPITAL	MOUSE PAD	POLICE INVESTIGATION	17.48
	AMAZON CAPITAL	WRIST PAD	POLICE INVESTIGATION	19.65
	AMAZON CAPITAL	MOUSE PAD	POLICE INVESTIGATION	24.02
	AMAZON CAPITAL	OFFICE SUPPLIES	UTIL ADMIN	32.76
	AMAZON CAPITAL	FREEZER BAGS	PARK & RECREATION FAC	39.07
	AMAZON CAPITAL	HD STAMP	POLICE ADMINISTRATION	42.12
	AMAZON CAPITAL	THERMOMETER	PUBLIC HEALTH EXPENSE	43.67
	AMAZON CAPITAL		PUBLIC HEALTH EXPENSE	43.67
	AMAZON CAPITAL	OFFICE SUPPLIES	OFFICE OPERATIONS	54.68
	AMAZON CAPITAL	WIPES	PUBLIC HEALTH EXPENSE	58.96
	AMAZON CAPITAL	HEADPHONES	POLICE INVESTIGATION	60.10
	AMAZON CAPITAL	GLOVES AND XMAS LIGHT SOCKETS	ROADSIDE VEGETATION	110.14
	AMAZON CAPITAL	EXT CORDS AND TIMERS	PARK & RECREATION FAC	408.42
144626	ANDES LAND SURVEY	SURVEYING SERVICES	GMA-PARKS	5,250.00
144627	ANDRESEN, SAMANTHA &	UB REFUND	WATER/SEWER OPERATION	107.78
144628	APEX HYDROVAC TOOLS	JET HEAD NOZZLE	STORM DRAINAGE	406.81
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	406.81
144629	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
144630	ARIES BLDG SYSTEMS	TRAILER RENTAL	STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
144631	ARLINGTON HARDWARE	BATTERY	ROADSIDE VEGETATION	43.63
144632	ART BY NATURE INC.	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-981.20
	ART BY NATURE INC.		WATER/SEWER OPERATION	1,150.00
144633	ARVEST CENTRAL	RENT RELIEF GRANT-LOHNES	ECONOMIC SUPPORT	1,500.00
144634	BAILEY, MARK	RENT RELIEF GRANT-LOPEZ/FELIX	ECONOMIC SUPPORT	1,500.00
144635	BANK OF AMERICA	ADVERTISING	ENGR-GENL	45.00
144636	BANK OF AMERICA	TRAINING/COPIES	GMA - STREET	13.65
	BANK OF AMERICA		LEGAL-GENL	35.00
144637	BANK OF AMERICA	LOG ME IN MEETING SERVICE	EXPENSES TO FACILITATE	106.33
144638	BANK OF AMERICA	TRAINING/SUBSCRIPTION	EXECUTIVE ADMIN	310.00
144639	BANK OF AMERICA	COMMUNICATION EQUIPMENT	EXPENSES TO FACILITATE	791.24
144640	BANK OF AMERICA	TRAINING/ADVERTISING	UTIL ADMIN	300.00
	BANK OF AMERICA		PARK & RECREATION FAC	420.00
	BANK OF AMERICA		TRANSPORTATION	425.00
	BANK OF AMERICA		ENGR-GENL	620.00
144641	BANNING, GLEN	UB REFUND	WATER/SEWER OPERATION	161.52
144642	BAYVIEW MSR OPPORT	RENT RELIEF GRANT-BARRIENTES/ROJAS	ECONOMIC SUPPORT	1,500.00
	BAYVIEW MSR OPPORT	RENT RELIEF GRANT-REYNOLDS	ECONOMIC SUPPORT	1,500.00
144643	BENS CLEANER SALES	REPAIR WASH RACK	MAINT OF GENL PLANT	434.21
144644	BICKFORD FORD	EVAP PURGE CANISTER LINES	EQUIPMENT RENTAL	131.16
	BICKFORD FORD	ACTIVATOR AND WINDOW MOTOR	EQUIPMENT RENTAL	138.36
	BICKFORD FORD	REPAIR #J050	EQUIPMENT RENTAL	982.20
144645	BLACKBURN PROPERTIES	RENT RELIEF GRANT-FISCHER	ECONOMIC SUPPORT	1,500.00
144646	BLESSED CHILD DAYCAR	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144647	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	35,949.00
144648	BRAKE AND CLUTCH	VALVE	EQUIPMENT RENTAL	38.10
144649	BROOKSIDE MOBILE &RV	RENT RELIEF GRANT-ROEHL	ECONOMIC SUPPORT	479.00
144650	BRUGGER, MARK	UB REFUND	WATER/SEWER OPERATION	124.67
144651	CAPTAIN DIZZY 76	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144652	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,365.43
144653	CASCADE SAWING	CORE DRILLING	SOURCE OF SUPPLY	327.00

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144654	CENTRAL WELDING SUPP	PADLOCKS W/SHACKLES	ER&R	205.13
144655	CENTRE SALON & SPA	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144656	COASTAL FARM & HOME	T-SHIRTS	UTIL ADMIN	38.45
144657	COMCAST	8498310020001355	COMMUNITY CENTER	36.03
144658	COMMERCIAL FIRE	ANNUAL EXTINGUISHER SERVICE	ER&R	315.14
144659	COOP SUPPLY	STRAW BALES AND RYE GRAIN SEED	ROADSIDE VEGETATION	655.82
144660	CORE & MAIN LP	WILKINS PRV 15-150	WATER SERVICES	91.83
	CORE & MAIN LP	REPAIR BANDS	WATER SERVICES	330.82
144661	CUSHING, DAVID	UB REFUND	GARBAGE	231.53
144662	D & D MADRID LLC	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
144663	DANNY'S MIDWAY		ECONOMIC SUPPORT	10,000.00
144664	DAVIS INSTRUMENTS	VANTAGE CONNECT RENEWALS	STORM DRAINAGE	1,200.00
144665	DESANTIS, ANNE	INTERPRETER SERVICES	COURTS	100.00
	DESANTIS, ANNE		COURTS	130.00
144666	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	619.73
144667	DK SYSTEMS, INC.	HVAC MAINTENANCE Q3 2020	SOURCE OF SUPPLY	109.85
	DK SYSTEMS, INC.	INSTALL THERMOSTAT-OPERA HOUSE	OPERA HOUSE	233.03
	DK SYSTEMS, INC.	HVAC MAINTENANCE Q3 2020	SUNNYSIDE FILTRATION	261.23
	DK SYSTEMS, INC.	REPLACE BURNERS-PARKS ADMIN	PARK & RECREATION FAC	267.05
	DK SYSTEMS, INC.	HVAC MAINTENANCE Q3 2020	OPERA HOUSE	288.01
	DK SYSTEMS, INC.		COMMUNITY CENTER	321.34
	DK SYSTEMS, INC.		WATER FILTRATION PLANT	625.20
	DK SYSTEMS, INC.		MAINT OF GENL PLANT	668.92
	DK SYSTEMS, INC.		COURT FACILITIES	807.18
	DK SYSTEMS, INC.		CITY HALL	998.46
	DK SYSTEMS, INC.		PARK & RECREATION FAC	1,025.23
	DK SYSTEMS, INC.		UTIL ADMIN	1,152.00
	DK SYSTEMS, INC.		WASTE WATER TREATMENT	1,365.16
	DK SYSTEMS, INC.		PUBLIC SAFETY BLDG	1,505.61
144668	DMH INDUSTRIAL	INSTAL MOTOR IN AEROATOR	WASTE WATER TREATMENT	1,655.78
144669	DOBBS PETERBILT	CIRCUIT BOARD ASSEMBLY	EQUIPMENT RENTAL	2,115.19
144670	E&E LUMBER	ROOFING CREDIT	ROADSIDE VEGETATION	-111.22
	E&E LUMBER	KNEELING PADS, ADAPTER & DRIVER SET	WASTE WATER TREATMENT	31.01
	E&E LUMBER	ROOFING AND NAILS	ROADSIDE VEGETATION	200.39
144671	ECOLOGY, DEPT. OF	FY 2021 WATER QUALITY FEE	STORM DRAINAGE	682.00
144672	EDDY, KRISTINA & TRI	UB REFUND	WATER/SEWER OPERATION	45.89
144673	ENVIRONMENTAL RES	DISSOLVED OXYGEN PE TESTING	WASTE WATER TREATMENT	106.52
144674	EVERETT HERALD	SUBSCRIPTION	EXECUTIVE ADMIN	186.00
144675	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	456.30
144676	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	132,514.42
144677	FASTER ASSET SOLUTIO	FASTER FLEET MANAGEMENT RENEWAL	EQUIPMENT RENTAL	10,054.22
144678	FERRELLGAS	PROPANE CHARGES	TRAFFIC CONTROL DEVICES	204.32
	FERRELLGAS		ROADWAY MAINTENANCE	204.33
144679	FLUENCE USA	FLOAT BANDS AND STRAP BRACKETS	WATER/SEWER OPERATION	-172.98
	FLUENCE USA		WASTE WATER TREATMENT	2,032.98
144680	GEYER, PAUL	RENT RELIEF GRANT-RUSSELL/BARTON	ECONOMIC SUPPORT	1,500.00
144681	GFOA	TREASURY MANAGEMENT BEST PRACTICES	FINANCE-GENL	280.00
144682	GOBLE SAMPSON ASSOC	PUMP HEADS	WASTE WATER TREATMENT	529.55
	GOBLE SAMPSON ASSOC	MARPRENE TUBING	SOURCE OF SUPPLY	610.71
	GOBLE SAMPSON ASSOC	GOODWIN HYPO PUMP REPLACEMENT	SOURCE OF SUPPLY	8,023.11
144683	GRAINGER	BROOM HANDLES AND LIGHT STRIP	WASTE WATER TREATMENT	94.34
	GRAINGER	SAFETY SIGNS	WASTE WATER TREATMENT	153.76
144684	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	637.06
	GRANITE CONST	ASPHALT AND TACK	ROADWAY MAINTENANCE	1,088.78
144685	HAGEMAN, DOUGLAS C	UB REFUND	WATER/SEWER OPERATION	90.40
144686	HD FOWLER COMPANY	TEES AND GASKETS	WATER MAINS INSTALL	213.35
	HD FOWLER COMPANY	COUPLINGS AND PRV	WATER SERVICES	229.93
	HD FOWLER COMPANY	SEWER PIPES	SOURCE OF SUPPLY	323.82

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144686	HD FOWLER COMPANY	RESTRAINERS AND TEES	WATER MAINS INSTALL	348.93
	HD FOWLER COMPANY	GASKETS AND BOLT KITS	WATER MAINS INSTALL	475.78
	HD FOWLER COMPANY	MARKING PAINT	ER&R	494.95
	HD FOWLER COMPANY	PVC PIPE AND COUPLINGS	SOURCE OF SUPPLY	999.79
	HD FOWLER COMPANY	METER RESETTER, PLUGS AND CORP STOP	WATER/SEWER OPERATION	2,084.11
144687	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	6,726.06
	HDR ENGINEERING		GMA - STREET	10,083.31
144688	HEALTH, DEPT OF	2019 ANNUAL WATERSHED CONTROL REPORT	UTIL ADMIN	1,489.00
144689	HEAVENLY HANDS	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144690	HEISE, MELLANY	UB REFUND	WATER/SEWER OPERATION	152.23
144691	HEWLETT PACKARD	PRINTER CHARGES	SEWER MAIN COLLECTION	4.73
	HEWLETT PACKARD		STORM DRAINAGE	4.73
	HEWLETT PACKARD		PARK & RECREATION FAC	5.68
	HEWLETT PACKARD		WATER QUAL TREATMENT	6.85
	HEWLETT PACKARD		UTIL ADMIN	8.03
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	32.19
	HEWLETT PACKARD		WASTE WATER TREATMENT	47.01
	HEWLETT PACKARD		CITY CLERK	59.76
	HEWLETT PACKARD		FINANCE-GENL	59.76
	HEWLETT PACKARD		UTILITY BILLING	104.01
	HEWLETT PACKARD		MUNICIPAL COURTS	132.34
	HEWLETT PACKARD		COMPUTER SERVICES	314.50
144692	HOME DEPOT USA	CLEANER AND VACUUM BAGS	CUSTODIAL SERVICES	111.88
	HOME DEPOT USA	PAIS	SOLID WASTE OPERATIONS	188.31
	HOME DEPOT USA	GLOVES	CUSTODIAL SERVICES	1,291.27
144693	HOTROD BARBER SHOP	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144694	INDUSTRIAL CONTROLS	POWER SUPPLY, CONTROLLER AND BATTERY	SEWER LIFT STATION	766.42
144695	INNOVATION WELDING	HANDRAIL	ROADSIDE VEGETATION	5,902.20
144696	INTERSTATE BATTERY	BATTERY	EQUIPMENT RENTAL	101.91
	INTERSTATE BATTERY	BATTERIES	ER&R	352.86
144697	IRON MOUNTAIN	ROCK	SEWER MAIN COLLECTION	1,345.27
	IRON MOUNTAIN		WATER DIST MAINS	1,345.28
144698	JAMIE JEFFERSON LMP	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
144699	JENNIFER GILL	UB REFUND	WATER/SEWER OPERATION	160.03
144700	JENSEN, MARK & MARIE		GARBAGE	1,789.61
144701	KRAZY SNACKZ & ANTO	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
144702	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	72.00
	LAB/COR, INC.		STORM DRAINAGE	216.00
144703	LAKESIDE VENTURES	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	6,000.00
144704	LAYTON TREE CONSULT	ARBORIST SERVICES	STORM DRAINAGE	712.90
	LAYTON TREE CONSULT		STORM DRAINAGE	730.90
144705	LEE, SOKJUN	RENT RELIEF GRANT-MIRANDE/ANGEL	ECONOMIC SUPPORT	1,500.00
144706	LES SCHWAB TIRE CTR	LUG NUTS	EQUIPMENT RENTAL	32.79
144707	LGI HOMES WASHINGTON	UB REFUND	GARBAGE	22.12
144708	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	25.00
144709	LGI HOMES WASHINGTON	UB REFUND	GARBAGE	172.12
144710	LOOMIS	ARMORED TRUCK SERVICES	COMMUNITY	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		GOLF ADMINISTRATION	271.16
144711	LOVEJOY, CHARLES	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144712	MARYFEST	REIMBURSE FOR HEATING SYSTEM REPAIR	FACILITY REPLACEMENT	449.76
144713	MARYSVILLE COOP PRE	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144714	MARYSVILLE LIQUIDATO		ECONOMIC SUPPORT	10,000.00
144715	MARYSVILLE LUXURY		ECONOMIC SUPPORT	10,000.00
144716	MARYSVILLE PRINTING	ENVELOPES	WATER FILTRATION PLANT	146.92
144717	MARYSVILLE VISION	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144718	MCCALLUM & ASSOCIATE	APPRAISEL REIMBURSEMENT	GMA - STREET	750.00
144719	MCCANN, JOSEPH & SAL	UB REFUND	WATER/SEWER OPERATION	542.15
144720	MCCARTHY HOME REMOD	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144721	MILLER, MICHAEL	UB REFUND	WATER/SEWER OPERATION	376.17
144722	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
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		RECREATION SERVICES	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	22.95
	MOBILEGUARD, INC.		YOUTH SERVICES	30.60
	MOBILEGUARD, INC.		GENERAL	30.60
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	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.		WASTE WATER TREATMENT	68.85
	MOBILEGUARD, INC.		ENGR-GENL	76.50
	MOBILEGUARD, INC.		UTIL ADMIN	91.80
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	114.75
	MOBILEGUARD, INC.		COMPUTER SERVICES	116.34
	MOBILEGUARD, INC.		POLICE PATROL	413.10
144723	MURDZIA, PATRICK M	UB REFUND	WATER/SEWER OPERATION	53.68
144724	NAPA AUTO PARTS	FILTER CREDIT	ER&R	-56.88
	NAPA AUTO PARTS	SPOTLIGHT BULB	ER&R	12.12
	NAPA AUTO PARTS	OIL	SMALL ENGINE SHOP	15.29
	NAPA AUTO PARTS	OIL AND FILTER	SMALL ENGINE SHOP	19.72
	NAPA AUTO PARTS	FILTERS	ER&R	24.90
	NAPA AUTO PARTS	TRANS FLUID	EQUIPMENT RENTAL	31.35
	NAPA AUTO PARTS	LPS RUST INHIBITOR	ER&R	104.86
	NAPA AUTO PARTS	SPARK PLUGS AND WIRE SET	EQUIPMENT RENTAL	113.68
	NAPA AUTO PARTS	FILTERS	ER&R	144.34
	NAPA AUTO PARTS	FILTERS AND SPOTLIGHT BULBS	ER&R	199.08
144725	NATIONAL BARRICADE	SIGNS	TRANSPORTATION	1,510.09
	NATIONAL BARRICADE	TRAFFIC SIGNS, BARRICADES AND STANDS	TRAFFIC CONTROL DEVICES	3,795.93
144726	NCSI	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	18.50
144727	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICES	STORM DRAINAGE	511.20
144728	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	21.57
	OFFICE DEPOT		UTILITY BILLING	40.43
	OFFICE DEPOT		SEWER LIFT STATION	45.80
	OFFICE DEPOT		UTIL ADMIN	57.39
	OFFICE DEPOT		LEGAL-GENL	80.39
	OFFICE DEPOT		POLICE PATROL	104.71
	OFFICE DEPOT		EQUIPMENT RENTAL	154.41
	OFFICE DEPOT		POLICE PATROL	156.27
	OFFICE DEPOT	HAND SANITIZER	PUBLIC HEALTH EXPENSE	171.56
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	341.67
144729	OLD SOUL	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144730	OREILLY AUTO PARTS	FILTER	ER&R	51.13

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/12/2020 TO 11/18/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144730	OREILLY AUTO PARTS	U-JOINTS	EQUIPMENT RENTAL	51.63
	OREILLY AUTO PARTS	FILTER	ER&R	68.25
	OREILLY AUTO PARTS	HEADLIGHT ASSEMBLIES	EQUIPMENT RENTAL	97.69
	OREILLY AUTO PARTS	CONTROL BOX AND HEATER BOX	EQUIPMENT RENTAL	547.52
144731	OWEN EQUIPMENT	AIR CLEANER ASSEMBLY	EQUIPMENT RENTAL	280.19
	OWEN EQUIPMENT	AUX PUMP, SOLENOID AND METER ASSEMBLY	EQUIPMENT RENTAL	1,479.22
144732	PACIFIC POWER GROUP	REPLACE BLOCK HEATER	WASTE WATER TREATMENT	1,246.02
	PACIFIC POWER GROUP	HOSES, CLAMPS, GASKETS AND ETC	SEWER LIFT STATION	3,770.10
144733	PART WORKS INC, THE	CREDIT WATCHDOG REPAIR PARTS	WATER CROSS CNTL	-1,561.50
	PART WORKS INC, THE	WATCHDOG REPAIR PARTS	WATER CROSS CNTL	5,309.25
144734	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	21.96
	PETROCARD SYSTEMS		PURCHASING/CENTRAL	42.19
	PETROCARD SYSTEMS		ENGR-GENL	69.52
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	162.19
	PETROCARD SYSTEMS		COMMUNITY	185.65
	PETROCARD SYSTEMS		PARK & RECREATION FAC	697.63
	PETROCARD SYSTEMS		GENERAL	2,488.49
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,963.15
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,270.06
	PETROCARD SYSTEMS		POLICE PATROL	6,284.31
144735	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,804.17
	PGC INTERBAY LLC		MAINTENANCE	13,229.14
144736	PHH MORTGAGE	RENT RELIEF GRANT-FLICK	ECONOMIC SUPPORT	1,500.00
144737	PILCHUCK RENTALS	GENERATOR, CHAIN AND FILE	ROADSIDE VEGETATION	67.46
	PILCHUCK RENTALS	CHAPS AND BAR OIL	STORM DRAINAGE	134.64
	PILCHUCK RENTALS	PRUNER	ROADSIDE VEGETATION	163.90
	PILCHUCK RENTALS	GENERATOR, CHAIN AND FILE	ROADSIDE VEGETATION	1,474.57
144738	PLATT ELECTRIC	LIFT STATION REPAIR PARTS	WASTE WATER TREATMENT	16.32
	PLATT ELECTRIC		SOURCE OF SUPPLY	16.32
	PLATT ELECTRIC		WASTE WATER TREATMENT	89.33
	PLATT ELECTRIC		SOURCE OF SUPPLY	89.33
	PLATT ELECTRIC	PVC PARTS	METER READING	105.14
	PLATT ELECTRIC	MOTION DETECTOR	ROADWAY MAINTENANCE	257.07
	PLATT ELECTRIC	TERMINALS, CRIMPER AND PLUGS	SOURCE OF SUPPLY	272.17
144739	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #202177861	PUMPING PLANT	21.28
	PUD	ACCT #202368197	PUMPING PLANT	143.50
	PUD	ACCT #200164598	SOURCE OF SUPPLY	431.45
144740	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	17.08
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	50.53
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	71.06
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	73.87
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	73.87
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	148.84
	PUGET SOUND ENERGY	ACCT #220009207434	OPERA HOUSE	194.23
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	211.44
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	261.15
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	603.56
144741	QUIL CEDA CARVERS	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
144742	QUIL CEDA LEATHER	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144743	RACO MANUFACTURING	ALARM AGENT SCADA RENEWAL	STORM DRAINAGE	810.00
144744	RAILEY, SHERYL	UB REFUND	WATER/SEWER OPERATION	258.49
144745	RAVE WIRELESS INC	ANNUAL LICENSE FEES	EXECUTIVE ADMIN	11,476.50
144746	RED LEAF DESIGN	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
144747	ROY ROBINSON	GASKET AND BOLT	EQUIPMENT RENTAL	47.83

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/12/2020 TO 11/18/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144747	ROY ROBINSON	TRANS PAN	EQUIPMENT RENTAL	66.92
	ROY ROBINSON	TIE ROD END AND BOOT	EQUIPMENT RENTAL	116.43
144748	SCHILLINGER, JAMIE	UB REFUND	WATER/SEWER OPERATION	43.64
144749	SCIENTIFIC SUPPLY	TYGON AND VINYL TUBING	SEWER PRETREATMENT	803.71
144750	SELECT PORTFOLIO	RENT RELIEF GRANT-DEWITT	ECONOMIC SUPPORT	1,500.00
144751	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
144752	SIDHU, GURMEET & SHI	UB REFUND	WATER/SEWER OPERATION	197.63
144753	SNOOK, MICHAEL	REIMBURSE TRAINING EXPENSE	COMMUNITY	373.95
144754	SONS OF ITALY	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
144755	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	841.40
144756	SOUND PUBLISHING	EMPLOYMENT ADS	COMMUNITY	299.00
	SOUND PUBLISHING		COMMUNITY	299.00
	SOUND PUBLISHING		SOLID WASTE OPERATIONS	299.00
144757	SOUND SAFETY	JEANS-BRISCOE	TRANSPORTATION	141.69
	SOUND SAFETY	RUBBER BOOTS-MILLER	UTIL ADMIN	152.87
	SOUND SAFETY	BOOTS-ROSE	SOLID WASTE OPERATIONS	183.45
	SOUND SAFETY	JEANS-STROPE	UTIL ADMIN	327.10
144758	SOUTHAM CREATIVE, LL	CIC TRADEMANRK APPLICATION	PLANNING & COMMUNITY DEV	586.31
144759	SPARK HOT YOGA	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144760	STAPLES	OFFICE SUPPLIES	EXECUTIVE ADMIN	9.82
	STAPLES		EXECUTIVE ADMIN	28.61
	STAPLES		EXECUTIVE ADMIN	45.51
144761	STATE AUDITORS OFFIC	AUDIT PERIOD 19-19	NON-DEPARTMENTAL	226.20
	STATE AUDITORS OFFIC		UTIL ADMIN	226.20
144762	STONEWAY ELECTRIC	JACK CHAIN AND BRACKETS	ROADWAY MAINTENANCE	107.63
	STONEWAY ELECTRIC		SOURCE OF SUPPLY	107.63
	STONEWAY ELECTRIC	INDICATOR LAMPS	WASTE WATER TREATMENT	163.72
	STONEWAY ELECTRIC	TRANSFORMER	WASTE WATER TREATMENT	371.07
144763	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
144764	STUDIO 51 HAIR SALON	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144765	SULLIVAN, HOWARD & S	UB REFUND	WATER/SEWER OPERATION	20.38
144766	TAVIS, PATRICIA ANNE		WATER/SEWER OPERATION	20.72
144767	THE WALNUT GROUP	RENT RELIEF GRANT-ABEL/WADENA	ECONOMIC SUPPORT	825.00
144768	TOSCANO, JOSE	UB REFUND	WATER/SEWER OPERATION	233.60
144769	TRAFFIC SAFETY SUPPL	STEEL POSTS, ANCHORS & CROSSPIECES	TRANSPORTATION	4,115.15
144770	TROUT, CAROL	UB REFUND	WATER/SEWER OPERATION	274.89
144771	VERIZON	WIRELESS CHARGES	CRIME PREVENTION	24.50
	VERIZON		PURCHASING/CENTRAL	24.50
	VERIZON		UTILITY BILLING	49.00
	VERIZON		FACILITY MAINTENANCE	51.84
	VERIZON		PERSONNEL ADMINISTRATION	52.93
	VERIZON		PROPERTY TASK FORCE	74.28
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	100.84
	VERIZON		OFFICE OPERATIONS	111.42
	VERIZON		FINANCE-GENL	113.68
	VERIZON		CUSTODIAL SERVICES	128.18
	VERIZON		YOUTH SERVICES	148.56
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.43
	VERIZON	WIRELESS CHARGES	COMMUNITY SERVICES UNIT	163.26
	VERIZON		RECREATION SERVICES	198.84
	VERIZON		TRANSPORTATION	200.57
	VERIZON		MUNICIPAL COURTS	235.54
	VERIZON		PARK & RECREATION FAC	244.30

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/12/2020 TO 11/18/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144771	VERIZON	WIRELESS CHARGES	LEGAL-GENL	257.37
	VERIZON		POLICE INVESTIGATION	259.98
	VERIZON		LEGAL - PROSECUTION	289.20
	VERIZON		WATER QUAL TREATMENT	300.05
	VERIZON		EXECUTIVE ADMIN	331.04
	VERIZON		DETENTION & CORRECTION	335.54
	VERIZON		SOLID WASTE CUSTOMER	336.85
	VERIZON		WATER SUPPLY MAINS	360.17
	VERIZON		COMMUNITY	435.22
	VERIZON		COMPUTER SERVICES	462.91
	VERIZON	WIRELESS MODEMS	OFFICE OPERATIONS	480.18
	VERIZON	WIRELESS CHARGES	WASTE WATER TREATMENT	530.99
	VERIZON		POLICE ADMINISTRATION	577.08
	VERIZON		STORM DRAINAGE	745.12
	VERIZON		GENERAL	797.58
	VERIZON		ENGR-GENL	1,449.56
	VERIZON		UTIL ADMIN	2,037.01
	VERIZON		POLICE PATROL	2,050.39
	VERIZON		POLICE PATROL	2,200.83
144772	VILLALOBOS, MARTIN	WIRELESS MODEMS	WATER/SEWER OPERATION	209.34
144773	WAVEDIVISION HOLDING	UB REFUND	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING	I-NET LEASE/INTERNET SERVICES	CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,777.77
144774	WAXIE SANITARY SUPPL	SOAP	CUSTODIAL SERVICES	125.13
	WAXIE SANITARY SUPPL	GARBAGE BAGS	PARK & RECREATION FAC	666.07
144775	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	392.43
	WEST PAYMENT CENTER		LEGAL-GENL	392.44
144776	WHITE CAP CONSTRUCT	TRASH CANS	PARK & RECREATION FAC	286.52
144777	WILDER CUSTOM CONS	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144778	WINDERMERE PROPERTY	UB REFUND	GARBAGE	7.48
	WINDERMERE PROPERTY		WATER/SEWER OPERATION	9.11
	WINDERMERE PROPERTY		WATER/SEWER OPERATION	27.58
	WINDERMERE PROPERTY		GARBAGE	32.88
	WINDERMERE PROPERTY		WATER/SEWER OPERATION	124.33
144779	WLLS FARGO BANK, NA	RENT RELIEF GRANT-CRANE	ECONOMIC SUPPORT	1,500.00
144780	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	612.10
144781	ZIPLY FIBER	PHONE CHARGES	CITY CLERK	9.94
	ZIPLY FIBER		CRIME PREVENTION	9.94
	ZIPLY FIBER		COMMUNITY CENTER	9.94
	ZIPLY FIBER		SOLID WASTE CUSTOMER	9.94
	ZIPLY FIBER		GOLF ADMINISTRATION	9.94
	ZIPLY FIBER		PURCHASING/CENTRAL	9.94
	ZIPLY FIBER		FACILITY MAINTENANCE	9.94
	ZIPLY FIBER		PROPERTY TASK FORCE	19.88
	ZIPLY FIBER		RECREATION SERVICES	29.81
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	29.81
	ZIPLY FIBER		WATER QUAL TREATMENT	29.81
	ZIPLY FIBER		YOUTH SERVICES	39.75
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	39.75
	ZIPLY FIBER		LEGAL-GENL	39.75
	ZIPLY FIBER		GENERAL	39.75
	ZIPLY FIBER		STORM DRAINAGE	39.75
	ZIPLY FIBER		LEGAL - PROSECUTION	49.69
	ZIPLY FIBER		EQUIPMENT RENTAL	49.69
	ZIPLY FIBER		FINANCE-GENL	59.63
	ZIPLY FIBER		PARK & RECREATION FAC	59.63
	ZIPLY FIBER		COMPUTER SERVICES	59.63
	ZIPLY FIBER		UTILITY BILLING	69.57

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/12/2020 TO 11/18/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144781	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	72.40
	ZIPLY FIBER	PHONE CHARGES	EXECUTIVE ADMIN	79.51
	ZIPLY FIBER		POLICE INVESTIGATION	79.51
	ZIPLY FIBER		WASTE WATER TREATMENT	89.44
	ZIPLY FIBER		POLICE ADMINISTRATION	99.38
	ZIPLY FIBER		OFFICE OPERATIONS	109.32
	ZIPLY FIBER		MUNICIPAL COURTS	119.26
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	124.81
	ZIPLY FIBER	PHONE CHARGES	COMMUNITY	159.01
	ZIPLY FIBER		DETENTION & CORRECTION	159.01
	ZIPLY FIBER		UTIL ADMIN	168.95
	ZIPLY FIBER		ENGR-GENL	198.76
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	290.23
	ZIPLY FIBER	PHONE CHARGES	POLICE PATROL	516.79

**WARRANT TOTAL: 779,284.05**

**CHECK #143714 CHECK LOST (750.00)**

**778,534.05**

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 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 November 25, 2020 payroll in the amount \$1,398,025.23, paid by EFT Transactions and Check No.33303 through 33308.

**COUNCIL ACTION:**

# *Index #5*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 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 November 25, 2020 claims in the amount of \$658,655.86 paid by EFT transactions and Check No.'s 144782 through 144878 with no Check number voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

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 **\$658,655.86 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 144782 THROUGH 144878**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*Kimberly Grayson* \_\_\_\_\_ 12/11/20  
AUDITING OFFICER DATE

*Jim Uehling* \_\_\_\_\_ 12/3/20  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14<sup>th</sup> DAY OF DECEMBER 2020**.

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/19/2020 TO 11/25/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144782	REVENUE, DEPT OF	EXCISE TAX RETURN	CITY CLERK	0.29
	REVENUE, DEPT OF		ER&R	18.77
	REVENUE, DEPT OF		POLICE ADMINISTRATION	41.73
	REVENUE, DEPT OF		GENERAL FUND	489.59
	REVENUE, DEPT OF		GOLF ADMINISTRATION	575.44
	REVENUE, DEPT OF		STORM DRAINAGE	8,236.11
	REVENUE, DEPT OF		GOLF COURSE	11,315.05
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	35,881.54
	REVENUE, DEPT OF		UTIL ADMIN	88,034.67
144783	3CMA	ANNUAL DUES	NON-DEPARTMENTAL	400.00
144784	5 RIGHTS BREWING	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144785	A & A PAINTING	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	8,000.00
144786	ALONDRA'S BEAUTY	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144787	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	15.28
	AMAZON CAPITAL	COVID	PUBLIC HEALTH EXPENSE	136.55
	AMAZON CAPITAL	DISPOSABLE FACE MASKS	COMMUNITY	218.59
	AMAZON CAPITAL	WEBCAMS	EXPENSES TO FACILITATE	389.40
144788	ASHLEYS ADULT FAMILY	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	9,100.00
144789	AUDIO LAB	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	13,000.00
144790	BANK OF AMERICA	TOOLBOX	POLICE INVESTIGATION	92.77
144791	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EXPENSES TO FACILITATE	131.84
	BANK OF AMERICA		EMBEDDED SOCIAL WORKER	437.75
144792	BANK OF AMERICA	TRAINING	POLICE TRAINING-FIREARMS	1,225.00
144793	BANK OF AMERICA	CHAIR & SUPPLIES	POLICE PATROL	50.86
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	149.00
	BANK OF AMERICA		POLICE PATROL	284.45
	BANK OF AMERICA		POLICE ADMINISTRATION	1,359.69
144794	BANK OF AMERICA	RENEWALS	FINANCE-GENL	8.95
	BANK OF AMERICA		COMMUNITY	60.12
	BANK OF AMERICA		RECREATION SERVICES	262.44
	BANK OF AMERICA		COMPUTER SERVICES	1,865.55
144795	BAY ALARM COMPANY	SECURITY AND FIRE MONITORING	COURT FACILITIES	127.88
	BAY ALARM COMPANY	FIRE SYSTEM TESTING	COURT FACILITIES	169.82
144796	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,683.25
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,280.33
144797	BLANCAS SKIN CARE AN	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	13,000.00
144798	BOYD, RAE	NURSE CONTRACT SERVICES	DETENTION & CORRECTION	1,710.00
144799	BREEZEWAY THERAPEUTI	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
144800	CAPTAIN DIZZY 76	CAR WASHES	POLICE PATROL	78.00
144801	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,319.43
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,710.38
144802	CENTRAL WELDING SUPP	GRINDING/CUTOFF WHEELS	WASTE WATER TREATMENT	102.05
144803	CHAMBERS, ELIZABETH	UB REFUND	WATER/SEWER OPERATION	30.62
144804	COOP SUPPLY	BRACKETS	SOLID WASTE OPERATIONS	85.22
144805	COPIERS NORTHWEST	CANON PRINTER/COPIER	COMMUNITY CENTER	43.53
	COPIERS NORTHWEST		PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/19/2020 TO 11/25/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144805	COPIERS NORTHWEST	CANON PRINTER/COPIER	POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		DETENTION & CORRECTION	537.27
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
	COPIERS NORTHWEST	HD REMOVAL	COMPUTER SERVICES	765.10
144806	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	595.92
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	626.96
144807	CRIMINAL JUSTICE	INSTRUCTOR RECERTIFICATION	POLICE TRAINING-FIREARMS	250.00
144808	DHALIWAL, KULWINDER	UB REFUND	GARBAGE	328.63
144809	DICKS TOWING	TOWING	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
144810	E&E LUMBER	BRAID FLEX	PARK & RECREATION FAC	23.06
144811	ECOLOGY, DEPT. OF	DAM SAFETY INSPECTION FEE	STORM DRAINAGE	881.00
144812	EL DIAMATE DEL ANGEL	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144813	ELIAS, CALEB & RHOND	UB REFUND	WATER/SEWER OPERATION	18.90
	ELIAS, CALEB & RHOND		WATER/SEWER OPERATION	25.00
144814	ESPINO, ASHLEY		WATER/SEWER OPERATION	62.11
144815	EVERETT STAMP WORKS	STAMPER SUPPLIES	OFFICE OPERATIONS	38.15
144816	EVERETTES RV CLUB	REFUND BARN RENTAL COVID	PARKS-RECREATION	80.00
144817	FERRELL, CINDY	UB REFUND	WATER/SEWER OPERATION	238.08
144818	FLANNERY, TYSON		WATER/SEWER OPERATION	123.88
144819	FUNDEN, JERRY		WATER/SEWER OPERATION	82.86
144820	GALLS, LLC	HATS	POLICE ADMINISTRATION	122.40
144821	GEOTEST SERVICES INC	DOWNTOWN STORMWATER PROJECT	SURFACE WATER CAPITAL	353.80
	GEOTEST SERVICES INC	OLYMPIC VIEW PARK PROJECT	GMA-PARKS	1,824.00
144822	GLORIA, NORMA	UB REFUND	WATER/SEWER OPERATION	11.09
144823	GOLDWING TOURING	REFUND BARN RENTAL COVID	PARKS-RECREATION	125.00
144824	GOVCONNECTION INC	TOPAZ SIGNATURE PADS	EXPENSES TO FACILITATE	766.78
144825	GRAVITY PAYMENTS	PAYMENT PROCESSING ONLINE/PHONE	UTILITY BILLING	16,477.88
144826	GRIFFITH, VICKIE & R	UB REFUND	WATER/SEWER OPERATION	65.19
144827	GROVE STREET DENTIST	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	3,065.30
144828	GUNDERSON, JARL	LEOFF 1 MEDICARE / DENTAL	POLICE ADMINISTRATION	125.00
	GUNDERSON, JARL		POLICE ADMINISTRATION	578.40
144829	HIGHLAND, ROBERT	UB REFUND	WATER/SEWER OPERATION	154.74
144830	HUMAN SERVICES	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	39,605.19
144831	IPREO LLC	2020 DEBT ISSUE COSTS	INTEREST & OTHER DEBT	1,366.25
144832	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	206.00
144833	KELLY, AMANDA & SEAN	UB REFUND	WATER/SEWER OPERATION	260.71
144834	KINMAN, NILES		WATER/SEWER OPERATION	207.71
144835	KUNG FU 4 KIDS	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144836	L N CURTIS & SONS	EQUIP NELSON	PRO ACT TEAM	206.07
	L N CURTIS & SONS	SWAT EQUIP	SWAT TEAM	8,511.46
144837	LASTING IMPRESSIONS	UNIFORM SHIRTS	COMMUNITY SERVICES UNIT	329.43
144838	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	165.12
144839	LGI HOMES WASHINGTON	UB REFUND	GARBAGE	24.38
144840	LOVINUS, STEPHAN & M	UB REFUND	WATER/SEWER OPERATION	12.78
144841	MALLAHAN, MARK	LUNCH	WATER DIST MAINS	15.00
144842	MARYSVILLE PRINTING	PRINTING SERVICE	POLICE PATROL	1,020.42

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/19/2020 TO 11/25/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144842	MARYSVILLE PRINTING	PRINTING AND MAILING	SOLID WASTE OPERATIONS	7,436.27
144843	MCLOUGHLIN & EARDLEY	SIGNAL SIREN	EQUIPMENT RENTAL	193.24
	MCLOUGHLIN & EARDLEY	HEADLIGHT FLASHER MODULES	EQUIPMENT RENTAL	415.62
	MCLOUGHLIN & EARDLEY	SIGNAL SIREN	EQUIPMENT RENTAL	772.97
	MCLOUGHLIN & EARDLEY	HEADLIGHT FLASHER MODULES	EQUIPMENT RENTAL	1,662.50
144844	MCVAYS MOBILE WELD	WELDING SERVICE	WASTE WATER TREATMENT	655.80
	MCVAYS MOBILE WELD	DIAMOND PLATING	WASTE WATER TREATMENT	2,295.30
144845	MOBILE WIRELESS LLC	LICENSES & MAINTENANCE	EXPENSES TO FACILITATE	3,136.91
144846	O'BRIEN, APRIL	EMPLOYEE APPRECIATION RAFFLE	PERSONNEL ADMINISTRATION	295.38
144847	OFFICE DEPOT	SUPPLIES	POLICE PATROL	-28.68
	OFFICE DEPOT		POLICE ADMINISTRATION	23.22
	OFFICE DEPOT		POLICE PATROL	28.68
	OFFICE DEPOT		POLICE PATROL	31.41
	OFFICE DEPOT		POLICE INVESTIGATION	32.78
	OFFICE DEPOT		POLICE INVESTIGATION	37.14
	OFFICE DEPOT	PAPER	OFFICE OPERATIONS	42.62
	OFFICE DEPOT	SUPPLIES	OFFICE OPERATIONS	57.02
	OFFICE DEPOT	PAPER	POLICE PATROL	85.23
	OFFICE DEPOT	MOUSE	WATER DIST MAINS	92.89
	OFFICE DEPOT	SUPPLIES	OFFICE OPERATIONS	124.41
	OFFICE DEPOT		POLICE ADMINISTRATION	142.08
	OFFICE DEPOT	COVID HAND SANITIZER	PUBLIC HEALTH EXPENSE	171.56
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	180.50
	OFFICE DEPOT		POLICE PATROL	209.79
	OFFICE DEPOT	SUPPLIES, CUPS	DETENTION & CORRECTION	555.86
	OFFICE DEPOT	SUPPLIES, RISERS	POLICE INVESTIGATION	715.12
144848	PAEONIA PINES	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	8,000.00
144849	PARABON NANOLABS	PROFESSIONAL SERVICE	POLICE INVESTIGATION	1,241.55
144850	PEACE OF MIND	COUNCIL WS AND MEETING MINUTES	CITY CLERK	187.00
144851	PILCHUCK FUCHSIA	REFUND BARN RENTAL COVID	PARKS-RECREATION	80.00
144852	PILCHUCK RENTALS	WOODCUTTER OIL	ROADSIDE VEGETATION	117.78
144853	PROFORCE LAW ENFORC	TASER REPLACEMENT	POLICE PATROL	2,809.01
	PROFORCE LAW ENFORC	TASERS	POLICE PATROL	3,073.30
144854	PROTOCOL PLUMBING	REPAIR PLUMBING LEAK	FACILITY REPLACEMENT	218.60
144855	PUGET SOUND SECURITY	KEYS	WASTE WATER TREATMENT	17.38
144856	QUIK STOP	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
144857	QUILCEDA CREEK MANOR		ECONOMIC SUPPORT	10,000.00
144858	RED CURTAIN FOUND		ECONOMIC SUPPORT	10,000.00
144859	RHODODENDRON SOC	REFUND BARN RENTAL COVID	PARKS-RECREATION	30.00
144860	SCORE	SCORE HOUSING OCTOBER	DETENTION & CORRECTION	17,364.00
144861	SHRED-IT US	SHREDDING	POLICE PATROL	59.28
144862	SIGMAN, MICHAEL	LEOFF 1 - MEDICARE REIMBURSEMENT	POLICE ADMINISTRATION	578.40
144863	SMITH, ELLIS	UB REFUND	GARBAGE	17.15
144864	SMOKEY POINT CONCRET	QUARRY SPALL AND DRAIN ROCK	NON-DEPARTMENTAL	868.47
144865	SNO CO AUDITOR	FIRST STREET BYPASS	GMA - STREET	113.50
144866	SNO CO PUBLIC WORKS	SOLID WASTE	SOLID WASTE OPERATIONS	173,361.00
144867	SNO CO TREASURER	SNO CTY MEDICAL SEPT	DETENTION & CORRECTION	2,830.39
144868	SPRINGBROOK NURSERY	DUMP FEES	STORM DRAINAGE	36.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	48.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	48.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	168.00
144869	STATE PATROL	FINGERPRINT ID	INTERGOVERNMENTAL	808.25
144870	STRYKER BROTHERS	REPAIR ENGINE LEAK	EQUIPMENT RENTAL	2,619.80
144871	SUN BADGE CO	BADGES	GENERAL FUND	-181.76
	SUN BADGE CO		POLICE ADMINISTRATION	2,136.16
144872	SUPERION LLC	ANNUAL MAINTENANCE - TRAKIT CD	COMMUNITY SERVICES UNIT	1,357.58
	SUPERION LLC		COMPUTER SERVICES	1,357.58
	SUPERION LLC		UTIL ADMIN	4,072.74

**CITY OF MARYSVILLE  
INVOICE LIST**

**FOR INVOICES FROM 11/19/2020 TO 11/25/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144872	SUPERION LLC	ANNUAL MAINTENANCE - TRAKIT CD	COMMUNITY	12,218.23
144873	SWEARENGIN, ROBERT	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	647.00
	SWEARENGIN, ROBERT		POLICE ADMINISTRATION	1,834.30
144874	TACOMA SCREW PRODUCT	INLINE FUSE HOLDERS	EQUIPMENT RENTAL	152.32
	TACOMA SCREW PRODUCT	NUTS, BOLTS, SCREWS	EQUIPMENT RENTAL	221.16
144875	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	181.82
144876	UNIVERSAL FIELD	SERVICES FOR OCTOBER 2020	GMA - STREET	233.38
	UNIVERSAL FIELD		GMA - STREET	1,965.59
144877	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	360.08
144878	WHITAKER, FAITH	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
<b>WARRANT TOTAL:</b>				<b><u><u>658,655.86</u></u></b>

REASON FOR VOIDS:


- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 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:  <b>The Finance and Executive Departments recommend City Council approve the December 2, 2020 claims in the amount of \$4,343,478.33 paid by EFT transactions and Check No.'s 144879 through 144985 with no Check number voided.</b>
COUNCIL ACTION:



BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-12**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$4,343,478.33 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 144879 THROUGH 144985 WITH NO CHECK NUMBER VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*Jimmy Gungor* 12/2/20  
AUDITING OFFICER DATE

*Jan Walker* 12/3/20  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14<sup>th</sup> DAY OF DECEMBER 2020**.

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/26/2020 TO 12/2/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144879	BENEFIT COORDINATORS	PREMIUMS-NOV 2020	MEDICAL CLAIMS	129,186.29
144880	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 11/15-11/21	MEDICAL CLAIMS	61,052.88
144881	JPMORGAN CHASE BANK	LTGO20B-COURTHOUSE REFUNDING	INTEREST & OTHER	19,440.00
144882	US BANK	MARLTGOREF10	INTEREST & OTHER	900.00
	US BANK	MARLTGO07T	GOLF DEBT SERVICE	9,975.00
	US BANK	MARLTGOREF13	INTEREST & OTHER	11,434.50
	US BANK		INTEREST & OTHER	23,215.50
	US BANK		INTEREST & OTHER	34,650.00
	US BANK	MARLTGOREF16	INTEREST & OTHER	40,850.00
	US BANK	MARLTGOREF10	REDEMPTION L/T	60,000.00
	US BANK	MARLTGO20A	INTEREST & OTHER	107,434.70
	US BANK	MARLTGOREF13	INTEREST & OTHER	122,425.00
	US BANK		REDEMPTION L/T DEBT-PARK	134,475.00
	US BANK	MARLTGO07T	GOLF DEBT SERVICE	185,000.00
	US BANK	MARLTGO18	INTEREST & OTHER	221,509.38
	US BANK	MARLTGOREF13	REDEMPTION L/T	273,025.00
	US BANK		REDEMPTION L/T	407,500.00
	US BANK	MARLTGOREF16	REDEMPTION L/T	475,000.00
	US BANK	MARLTGOREF13	REDEMPTION L/T	490,000.00
	US BANK	MARLTGO18B-CIVIC CAMPUS	INTEREST & OTHER	782,000.00
144883	LICENSING, DEPT OF	GUN DEALERS LICENSE-PAWNS PLUS	INTERGOVERNMENTAL	125.00
	LICENSING, DEPT OF	CPL BATCH 11/19/20	INTERGOVERNMENTAL	618.00
144884	ACOSTA, JESSE	INTERPRETER SERVICES	COURTS	100.00
	ACOSTA, JESSE		COURTS	100.00
144885	AMAZON CAPITAL	SHIELD CREDIT	PUBLIC HEALTH EXPENSE	-21.83
	AMAZON CAPITAL		PUBLIC HEALTH EXPENSE	-20.73
	AMAZON CAPITAL	FACE SHIELDS	PUBLIC HEALTH EXPENSE	20.73
	AMAZON CAPITAL		PUBLIC HEALTH EXPENSE	20.73
	AMAZON CAPITAL		PUBLIC HEALTH EXPENSE	21.83
	AMAZON CAPITAL	LAUNDRY BAGS	CUSTODIAL SERVICES	36.76
	AMAZON CAPITAL	ADAPTER	POLICE INVESTIGATION	51.91
	AMAZON CAPITAL	THUMB DRIVES	POLICE INVESTIGATION	52.82
	AMAZON CAPITAL	FLASH DRIVES	POLICE INVESTIGATION	63.38
	AMAZON CAPITAL	FACESHIELD	PUBLIC HEALTH EXPENSE	65.56
	AMAZON CAPITAL	WELLNESS PRIZES	PERSONNEL ADMINISTRATION	74.02
	AMAZON CAPITAL	WIPES	PUBLIC HEALTH EXPENSE	86.35
	AMAZON CAPITAL	FLASH DRIVES	POLICE INVESTIGATION	98.30
	AMAZON CAPITAL	BULBS	PARK & RECREATION FAC	135.44
	AMAZON CAPITAL	WIPES	PUBLIC HEALTH EXPENSE	156.96
	AMAZON CAPITAL	HARD DRIVES	POLICE INVESTIGATION	196.72
	AMAZON CAPITAL	WIPES	PUBLIC HEALTH EXPENSE	209.76
	AMAZON CAPITAL	HD ZIP TIES	PARK & RECREATION FAC	269.94
	AMAZON CAPITAL	OFFICE SUPPLIES	COMPUTER SERVICES	339.20
	AMAZON CAPITAL	HARD DRIVES	COMPUTER SERVICES	371.50
	AMAZON CAPITAL	LYSOL SPRAY	PUBLIC HEALTH EXPENSE	491.90
144886	ANDERSON, KRISTEN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
144887	APEX HYDROVAC TOOLS	LEADER HOSES	STORM DRAINAGE	404.41
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	404.41
144888	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
144889	ARI PHOENIX INC	REPAIR LIFT	EQUIPMENT RENTAL	668.62
144890	BELL, PAULA	UB REFUND	GARBAGE	204.94
144891	BICKFORD FORD	SEALS	EQUIPMENT RENTAL	59.56
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	462.84
	BICKFORD FORD		ER&R	822.61
144892	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,649.49

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/26/2020 TO 12/2/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144892	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,540.16
144893	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
144894	BOUND, ALEC S	UB REFUND	GARBAGE	81.90
144895	BRAKE AND CLUTCH	RELEASE TOOL	ER&R	42.30
144896	CARDWELL, IRATXE CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
144897	CASCADE NATURAL GAS	NATURAL GAS CHARGES	COURTS	105.46
144898	CASCADE SECURITY CASCADE SECURITY	SECURITY SERVICES	WATER FILTRATION PLANT	1,330.31
144899	CENTRAL WELDING SUPP CENTRAL WELDING SUPP	VESTS AND CO2 REFILLS	PROBATION	1,013.25
144900	CHAMPION BOLT	HARDWARE	MUNICIPAL COURTS	3,039.75
144901	COMCAST	ACCT #8498310020341322	WATER/SEWER OPERATION	52.73
144902	COMMERCIAL ALARM	REPAIR FM200 SYSTEM	ER&R	106.57
144903	CONSOLIDATED SUPPLY	FACILITY REPAIR PARTS	EQUIPMENT RENTAL	29.95
144904	CORE & MAIN LP CORE & MAIN LP	PVC SEWER CAPS ADAPTERS	COMPUTER SERVICES	312.46
144905	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	INMATE MEALS	CITY HALL	371.62
144906	CTS LANGUAGE LINK	INTERPRETER SERVICES	PARK & RECREATION FAC	242.01
144907	CUI YUAN YUAN & HONJ	UB REFUND	SOURCE OF SUPPLY	573.84
144908	DICKS TOWING DICKS TOWING DICKS TOWING	TOWING EXPENSE	WATER SERVICE INSTALL	720.34
144909	DOBBS PETERBILT DOBBS PETERBILT DOBBS PETERBILT	RELAY VALVE SEAT CUSHIONS BRAKE DRUMS, SPRING KIT AND HARDWARE	DETENTION & CORRECTION	998.22
144910	DRIVELINES NW	DRIVESHAFT	DETENTION & CORRECTION	1,153.52
144911	E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER	FASTENERS SPRINGS  KEY BOARD FASTENERS OUTLETS BRACKETS AND FASTENERS TAPE FAUCET HOLESAWS AND ARBOR	COURTS	62.14
144912	EVERETT TIRE & AUTO EVERETT TIRE & AUTO	ALIGNMENT TIRES	WATER/SEWER OPERATION	204.65
144913	EVERETT, CITY OF	2019 SO EFFLUENT PUMP STATION	POLICE PATROL	71.74
144914	F1 DETAIL SUPPLY	CDBG CARES SMALL BUSINESS GRANT	POLICE PATROL	71.74
144915	GALLS, LLC GALLS, LLC GALLS, LLC GALLS, LLC GALLS, LLC	UNIFORM CREDIT UNIFORM-BOGGS UNIFORM-BUELL, N UNIFORM-MARAMED UNIFORM-LEATHER	POLICE PATROL	95.64
144916	GRAINGER GRAINGER	EAR PLUGS, GLOVES AND HAND WARMERS KNIVES, BLADES, BATTERIES AND PAINT	ER&R	66.77
144917	GRANT WRITING USA	TRAINING-LEATHER	ER&R	221.13
144918	GRAY AND OSBORNE GRAY AND OSBORNE GRAY AND OSBORNE	PROFESSIONAL SERVICES	EQUIPMENT RENTAL	1,523.86
144919	HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY	PVC HAND PUMPS SADDLE, PVC PIPE AND COUPLINGS SADDLES PVC REPAIR PARTS RESTRAINERS, GASKETS AND BOLT KITS	EQUIPMENT RENTAL	206.49
			CITY HALL	1.97
			STORM DRAINAGE	2.19
			SEWER MAIN COLLECTION	2.20
			SOLID WASTE OPERATIONS	8.60
			ROADSIDE VEGETATION	8.88
			PUBLIC SAFETY BLDG	9.01
			ROADSIDE VEGETATION	10.80
			PARK & RECREATION FAC	13.11
			PARK & RECREATION FAC	32.78
			WATER SUPPLY MAINS	113.79
			EQUIPMENT RENTAL	236.73
			ER&R	1,272.90
			WASTE WATER TREATMENT	38,944.58
			COMMUNITY	8,000.00
			DETENTION & CORRECTION	-667.16
			DETENTION & CORRECTION	531.16
			DETENTION & CORRECTION	531.16
			DETENTION & CORRECTION	538.80
			DETENTION & CORRECTION	578.14
			ER&R	193.98
			ER&R	413.72
			POLICE TRAINING-FIREARMS	405.00
			UTIL ADMIN	152.16
			GMA-PARKS	1,571.00
			SURFACE WATER CAPITAL	9,937.69
			WATER SERVICES	119.88
			WATER SUPPLY MAINS	200.02
			SOURCE OF SUPPLY	289.44
			WATER SUPPLY MAINS	333.04
			WATER MAINS INSTALL	2,947.03

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/26/2020 TO 12/2/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144920	HEALTH, DEPT OF	SANITARY SURVEY INSPECTION	UTIL ADMIN	663.00
144921	HOME DEPOT USA	WIPES AND KEY CHAIN CLIP	CUSTODIAL SERVICES	40.86
	HOME DEPOT USA		ER&R	260.57
144922	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
144923	INTERMOUNTAIN LOCK	DRAWER LOCK BOLTS	PUBLIC SAFETY BLDG	26.21
	INTERMOUNTAIN LOCK	FACILITIES MISC TOOLS	FACILITY MAINTENANCE	164.92
144924	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	8,421.60
144925	KELLER SUPPLY COMPAN	HOTWATER TANK	SOLID WASTE OPERATIONS	286.53
144926	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	2,501.21
144927	LAKESIDE INDUSTRIES	ASPHALT	WATER MAINS INSTALL	958.52
	LAKESIDE INDUSTRIES		WATER MAINS INSTALL	1,022.17
144928	LES SCHWAB TIRE CTR	TIRE	ER&R	331.97
144929	LETOTO, LESTER & VIC	UB REFUND	GARBAGE	230.41
144930	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	6.38
	LGI HOMES WASHINGTON		GARBAGE	18.62
144931	LIMITLESS PLUMBING	REPAIR DRAIN	PUBLIC SAFETY BLDG	315.88
144932	LOWES HIW INC	BALL VALVES, BUSHINGS, SEALS AND HOSES	SOURCE OF SUPPLY	95.84
144933	MARQUEZ, TAMMY	UB REFUND	WATER/SEWER OPERATION	483.72
144934	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	25.35
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	35.09
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE FIRELINE	CITY HALL	76.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5	PARK & RECREATION FAC	77.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	113.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-1221 3RD ST	OPERA HOUSE	120.21
	MARYSVILLE, CITY OF	UTILITY SERVICE-1311 4TH ST IRR	PARK & RECREATION FAC	121.56
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FIRELINE	PUBLIC SAFETY BLDG	125.56
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	150.74
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST OFFICE	PUBLIC SAFETY BLDG	197.15
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	212.52
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	216.42
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-1627 3RD ST	STORM DRAINAGE	252.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	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	664.16
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	776.60
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	1,499.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	2,414.62
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,870.14
144935	MCWETHY, LUCAS	PUBLIC DEFENDER	PUBLIC DEFENSE	100.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	100.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	100.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	100.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	100.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	137.50
144936	MENNIE, CONNIE	MASK REIMBURSEMENT	EXECUTIVE ADMIN	21.76
144937	MIDWEST CONTRACT	ANALYSIS SERVICE	WASTE WATER TREATMENT	350.00
144938	MOTOR TRUCKS	FILTERS	ER&R	116.03
	MOTOR TRUCKS	COOLANT AND FILTERS	ER&R	406.20
	MOTOR TRUCKS	SLACK ADJUSTERS	ER&R	635.21
144939	NAPA AUTO PARTS	FILTERS	ER&R	14.95
	NAPA AUTO PARTS	WIPER BLADES, FILTERS AND PROTECTANT	ER&R	300.28

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/26/2020 TO 12/2/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144939	NAPA AUTO PARTS	FILTERS AND LIGHTS	ER&R	420.51
	NAPA AUTO PARTS	EXHAUST FLUID	SOLID WASTE OPERATIONS	873.53
144940	NATIONAL BARRICADE	BARRICADES	TRAFFIC CONTROL DEVICES	1,119.98
144941	NELSON PETROLEUM	TRANS FLUID	ER&R	328.83
	NELSON PETROLEUM	GREASE	EQUIPMENT RENTAL	576.10
	NELSON PETROLEUM	BULK OIL	ER&R	1,714.53
144942	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,778.41
144943	NUNLEY, ROBERT	SENSOR AND FILTER	EQUIPMENT RENTAL	78.49
144944	NW SIGN & DESIGN	COVID BARRIERS	PUBLIC HEALTH EXPENSE	3,267.16
144945	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	5.86
	OFFICE DEPOT		ENGR-GENL	5.86
	OFFICE DEPOT		UTIL ADMIN	11.73
	OFFICE DEPOT		ENGR-GENL	11.73
	OFFICE DEPOT		WASTE WATER TREATMENT	49.25
144946	OREILLY AUTO PARTS	SWITCH	EQUIPMENT RENTAL	9.76
	OREILLY AUTO PARTS	RELAY	EQUIPMENT RENTAL	17.23
144947	OWEN EQUIPMENT	AIR CLEANER CREDIT	EQUIPMENT RENTAL	-110.58
	OWEN EQUIPMENT	SONETICS HEADBANDS	ROADWAY MAINTENANCE	127.13
	OWEN EQUIPMENT	CAPS, GASKETS AND CLAMPS	EQUIPMENT RENTAL	470.09
	OWEN EQUIPMENT	DIAGNOSE AND REPAIR #H008	EQUIPMENT RENTAL	15,028.66
144948	PACIFIC POWER BATTER	INVERTER	STORM DRAINAGE	27.32
	PACIFIC POWER BATTER		SEWER MAIN COLLECTION	27.33
	PACIFIC POWER BATTER	BATTERIES	PARK & RECREATION FAC	67.15
144949	PACIFIC TOPSOILS	DUMP FEES	ROADSIDE VEGETATION	80.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	300.00
144950	PAPE MACHINERY	FILTERS	ER&R	110.00
	PAPE MACHINERY	REPAIR #H009	EQUIPMENT RENTAL	5,635.34
144951	PART WORKS INC, THE	CHECK REPAIR KIT	WATER FILTRATION PLANT	1,337.92
144952	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	37.62
	PGC INTERBAY LLC		PRO-SHOP	72.47
	PGC INTERBAY LLC		PRO-SHOP	103.62
	PGC INTERBAY LLC		PRO-SHOP	147.04
	PGC INTERBAY LLC		MAINTENANCE	173.12
	PGC INTERBAY LLC		PRO-SHOP	248.50
	PGC INTERBAY LLC		MAINTENANCE	288.55
	PGC INTERBAY LLC		MAINTENANCE	319.48
	PGC INTERBAY LLC		MAINTENANCE	400.00
	PGC INTERBAY LLC		MAINTENANCE	400.00
	PGC INTERBAY LLC		PRO-SHOP	500.71
	PGC INTERBAY LLC		MAINTENANCE	531.20
	PGC INTERBAY LLC		PRO-SHOP	548.85
	PGC INTERBAY LLC		MAINTENANCE	685.47
	PGC INTERBAY LLC		PRO-SHOP	700.00
	PGC INTERBAY LLC		PRO-SHOP	717.02
	PGC INTERBAY LLC		PRO-SHOP	806.16
	PGC INTERBAY LLC		MAINTENANCE	1,277.73
	PGC INTERBAY LLC		MAINTENANCE	1,666.54
	PGC INTERBAY LLC		MAINTENANCE	1,894.91
	PGC INTERBAY LLC		GOLF COURSE	1,912.44
	PGC INTERBAY LLC		MAINTENANCE	2,015.57
	PGC INTERBAY LLC		MAINTENANCE	2,027.19
	PGC INTERBAY LLC		MAINTENANCE	2,986.14
	PGC INTERBAY LLC		MAINTENANCE	3,366.44
	PGC INTERBAY LLC		GOLF COURSE	6,181.95
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,532.15
	PGC INTERBAY LLC		MAINTENANCE	11,032.90
144953	PILCHUCK RENTALS	HARDWARE AND CASE GEAR	SMALL ENGINE SHOP	111.21

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/26/2020 TO 12/2/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144953	PILCHUCK RENTALS	PRUNER AND CHAIN	PARK & RECREATION FAC	157.34
	PILCHUCK RENTALS	BAR OIL AND TRIMMER LINE	PARK & RECREATION FAC	309.61
	PILCHUCK RENTALS	GEAR HEAD, BAR AND CHAIN LOOP	SMALL ENGINE SHOP	325.88
144954	PLATT ELECTRIC	BULB	PUBLIC SAFETY BLDG	14.54
	PLATT ELECTRIC	5-POLES	SOURCE OF SUPPLY	48.64
	PLATT ELECTRIC	JUMPER BARS, KNEELING PADS & CABLE TIES	SOURCE OF SUPPLY	268.10
144955	POLLARDWATER	LPD CHLOR TABLETS	WATER DIST MAINS	452.49
144956	PREMIER GOLF CENTERS	MANAGEMENT SERVICE-GOLF COURSE	GOLF ADMINISTRATION	8,926.88
144957	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #200973956	SEWER LIFT STATION	16.63
	PUD	ACCT #201346665	SEWER LIFT STATION	17.58
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #205481823	GOLF ADMINISTRATION	17.58
	PUD	ACCT #205195373	PARK & RECREATION FAC	18.14
	PUD	ACCT #202461026	MAINT OF GENL PLANT	20.41
	PUD	ACCT #222664310	TRANSPORTATION	23.47
	PUD	ACCT #222664740	TRANSPORTATION	25.37
	PUD	ACCT #203569751	STORM DRAINAGE	27.21
	PUD	ACCT #200501617	TRANSPORTATION	27.80
	PUD	ACCT #202011813	PUMPING PLANT	28.32
	PUD	ACCT #200448801	TRANSPORTATION	35.99
	PUD	ACCT #201142155	TRANSPORTATION	39.89
	PUD	ACCT #202794657	TRANSPORTATION	43.95
	PUD	ACCT #204829691	STREET LIGHTING	45.07
	PUD	ACCT #202294245	SEWER LIFT STATION	51.92
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	52.51
	PUD	ACCT #203500020	STREET LIGHTING	53.33
	PUD	ACCT #203199732	TRANSPORTATION	53.44
	PUD	ACCT #200660439	STREET LIGHTING	54.57
	PUD	ACCT #221115934	MAINT OF GENL PLANT	56.31
	PUD	ACCT #202524690	PUMPING PLANT	59.10
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	61.88
	PUD	ACCT #221610405	STREET LIGHTING	68.61
	PUD	ACCT #200061463	PARK & RECREATION FAC	70.38
	PUD	ACCT #203996343	STREET LIGHTING	71.18
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	71.69
	PUD	ACCT #202303301	SEWER LIFT STATION	74.99
	PUD	ACCT #220681340	STORM DRAINAGE	75.41
	PUD	ACCT #202288585	TRANSPORTATION	78.70
	PUD	ACCT #201909637	SEWER LIFT STATION	107.15
	PUD	ACCT #222663973	TRANSPORTATION	128.73
	PUD	ACCT #201628880	WASTE WATER TREATMENT	136.53
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	140.41
	PUD	ACCT #222025900	PUMPING PLANT	148.73
	PUD	ACCT #203291216	GENERAL	158.71
	PUD	ACCT #201225067	PARK & RECREATION FAC	215.10
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	226.17
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	244.81
	PUD	ACCT #220020531	STREET LIGHTING	277.24
	PUD	ACCT #200812808	PUMPING PLANT	280.27
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	286.19
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	321.31
	PUD	ACCT #201247699	STREET LIGHTING	365.93
	PUD	ACCT #201675634	WASTE WATER TREATMENT	393.97
	PUD	ACCT #202461554	SEWER LIFT STATION	552.74
	PUD	ACCT #220824148	WASTE WATER TREATMENT	624.54

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/26/2020 TO 12/2/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144957	PUD	ACCT #201587284	WASTE WATER TREATMENT	785.03
	PUD	ACCT #202177333	MAINT OF GENL PLANT	872.07
	PUD	ACCT #201639689	MAINT OF GENL PLANT	964.15
	PUD	ACCT #201617479	CITY HALL	1,235.00
	PUD	ACCT #200021871	COURT FACILITIES	1,341.31
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,362.43
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,536.49
	PUD	ACCT #201147253	PUMPING PLANT	1,661.11
	PUD	ACCT #201098969	PUMPING PLANT	1,887.88
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,189.67
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,381.86
	PUD	ACCT #201577921	PUMPING PLANT	4,880.91
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	5,190.28
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,153.44
	PUD	ACCT #201420635	WASTE WATER TREATMENT	11,889.49
	PUD	ACCT #201721180	WASTE WATER TREATMENT	23,426.90
144958	PUGET SOUND SECURITY	KEYS MADE	OPERA HOUSE	17.38
	PUGET SOUND SECURITY		PARK & RECREATION FAC	46.78
144959	RANDHAWA, MOHINDER	INTERPRETER SERVICES	COURTS	100.00
144960	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	26,660.22
144961	ROY ROBINSON	ROTOR CREDIT	ER&R	-289.81
	ROY ROBINSON	ALTERNATOR	EQUIPMENT RENTAL	276.41
	ROY ROBINSON	BRAKE ROTORS	ER&R	289.81
	ROY ROBINSON		ER&R	290.61
	ROY ROBINSON	BRAKE ROTORS AND BRAKE PADS	ER&R	438.07
144962	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
	RUSDEN, JOHN		MUNICIPAL COURTS	185.00
144963	SAFETY SOURCE LLC	ROAD PLATES	WATER MAINS INSTALL	404.41
144964	SCARSELLA BROS	PAY ESTIMATE #17	GMA - STREET	205,250.76
144965	SHRED-IT US	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
144966	SNAP-ON INCORPORATED	SOFTWARE UPGRADE	EQUIPMENT RENTAL	1,078.20
144967	SOLID WASTE SYSTEMS	BACK UP CAMERA MONITOR	EQUIPMENT RENTAL	1,019.31
	SOLID WASTE SYSTEMS	CANOPY SWEEPER SYSTEM	EQUIPMENT RENTAL	1,604.54
	SOLID WASTE SYSTEMS		EQUIPMENT RENTAL	1,604.54
144968	SONSRAY MACHINERY	DIAGNOSE AND REPAIR #M023	ER&R	-8.08
	SONSRAY MACHINERY		EQUIPMENT RENTAL	6,885.64
144969	SOUND SAFETY	LANYARD FOR LIFT	ROADSIDE VEGETATION	57.87
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	1,236.13
144970	SPRINGBROOK NURSERY	DUMP FEES	STORM DRAINAGE	180.00
144971	STONEWAY ELECTRIC	SAFETY LAMPS	PUBLIC SAFETY BLDG	68.96
144972	SWANA	PUBLIC MEMBERSHIP ASSOC DUES	SOLID WASTE OPERATIONS	268.00
144973	TACOMA SCREW PRODUCT	WASHERS	EQUIPMENT RENTAL	3.13
	TACOMA SCREW PRODUCT	LUBRICANT	ER&R	203.15
144974	TIRE DISPOSAL & RECY	DISPOSAL FEES	EQUIPMENT RENTAL	323.10
144975	TOCCO, LEAH	REIMBURSE EMPLOYEE APPRECIATION EXP	PERSONNEL ADMINISTRATION	67.46
144976	TRANPO GROUP	PROFESSIONAL SERVICES	GMA - STREET	2,380.15
	TRANPO GROUP		GMA - STREET	19,892.64
144977	TULALIP CHAMBER	SHOP LOCAL WEBSITE	PLANNING & COMMUNITY DEV	26,680.00
144978	USA BLUEBOOK	HAND PUMP	WATER DIST MAINS	166.42
144979	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	145,463.26
144980	WAXIE SANITARY SUPPL	PURELL	PUBLIC HEALTH EXPENSE	12.12
	WAXIE SANITARY SUPPL	HAND SOAP	CUSTODIAL SERVICES	133.78
144981	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	263.41
144982	WHATS BLOOMIN NOW	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	13,000.00
144983	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE	UTIL ADMIN	130.07
144984	WOOD, TIM	UB REFUND	GARBAGE	598.24
144985	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	34.12

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/26/2020 TO 12/2/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
144985	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	34.13
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	58.71
	ZIPLY FIBER	ACCT #42539763250319985	PARK & RECREATION FAC	59.37
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	62.49
	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	65.17
	ZIPLY FIBER		COMMUNITY	65.17
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	66.85
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	73.31
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	88.04
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	107.01
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	109.02
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	223.25

**WARRANT TOTAL: 4,343,478.33**

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY



*Update*

*Index # 24*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 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 December 9, 2020 claims in the amount of \$3,157,795.59 paid by EFT transactions and Check No.'s 144986 through 145134 with Check number's 144439, 144541 & 144943 voided.**

## COUNCIL ACTION:

BLANKET CERTIFICATION  
CLAIMS  
FOR  
PERIOD-12

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 **\$3,157,795.59 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 144986 THROUGH 145134 WITH CHECK NUMBER'S 144439, 144541 & 144943 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 **14<sup>th</sup> DAY OF DECEMBER 2020**.

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

CITY OF MARYSVILLE  
 INVOICE LIST

FOR INVOICES FROM 12/3/2020 TO 12/9/2020

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
144986	AMERICAN PROCESS	PAY ESTIMATE #5	UTILITY CONSTRUCTION	-1,612.17
	AMERICAN PROCESS		SEWER CAPITAL PROJECTS	32,243.40
144987	STRIDER CONSTRUCTION	PAT ESTIMATE #7	GMA - STREET	653,252.24
144988	BENEFIT COORDINATORS	PREMIUMS-DEC 2020	MEDICAL CLAIMS	126,590.06
144989	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 11/22-11/30	MEDICAL CLAIMS	53,138.01
144990	ACCURATE ELECTRIC	JAIL CAMERA SYSTEM REPAIR	DETENTION & CORRECTION	2,163.89
144991	ADVANCED DECKS & RAI	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	13,000.00
144992	AFFORDABLE ENVIRO	HOMELESS CAMP CLEAN UP	ROADSIDE VEGETATION	6,485.86
144993	ALLABOUT CARS	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	13,000.00
144994	ALL BATTERY SALES &	BONDED WIRE	EQUIPMENT RENTAL	45.80
	ALL BATTERY SALES &	HEADLIGHT ASSEMBLIES	ER&R	49.80
	ALL BATTERY SALES &	CONNECTORS, WIRE AND BULBS	EQUIPMENT RENTAL	379.68
144995	ALLEN, DONALD & EILE	UB REFUND	WATER/SEWER OPERATION	30.01
144996	ALPINE DEVELOPMENT	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMNM	-73.80
	ALPINE DEVELOPMENT		WATER/SEWER OPERATION	1,150.00
144997	AMAZON CAPITAL	FILE FOLDER	FINANCE-GENL	13.78
	AMAZON CAPITAL	FLASH DRIVES	POLICE INVESTIGATION	113.88
	AMAZON CAPITAL	MASKS	ECONOMIC SUPPORT	262.18
144998	APEX HYDROVAC TOOLS	HOSE ADAPTERS	SEWER MAIN COLLECTION	409.87
	APEX HYDROVAC TOOLS		STORM DRAINAGE	409.88
144999	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	49.45
145000	BARONIA, KIMBERLY &	UB REFUND	GARBAGE	481.94
145001	BEADLES, ANDREA & CH		WATER/SEWER OPERATION	333.82
145002	BELAN, JAY		WATER/SEWER OPERATION	174.61
145003	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	7,580.01
145004	BICKFORD FORD	CORE CREDIT	EQUIPMENT RENTAL	-109.30
	BICKFORD FORD	LABOR RATE CREDIT	EQUIPMENT RENTAL	-62.77
	BICKFORD FORD		EQUIPMENT RENTAL	-62.77
	BICKFORD FORD		EQUIPMENT RENTAL	-62.77
	BICKFORD FORD	SHOP FEE CREDIT	EQUIPMENT RENTAL	-5.02
	BICKFORD FORD		EQUIPMENT RENTAL	-5.02
	BICKFORD FORD		EQUIPMENT RENTAL	-5.02
	BICKFORD FORD	WIRING DIAGRAM MANUAL	EQUIPMENT RENTAL	22.42
	BICKFORD FORD		EQUIPMENT RENTAL	89.67
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	179.89
	BICKFORD FORD		EQUIPMENT RENTAL	234.74
	BICKFORD FORD	BRAKE CALIPERS W/CORE CHARGE	EQUIPMENT RENTAL	243.45
	BICKFORD FORD	FOBS AND KEYS	EQUIPMENT RENTAL	389.71
	BICKFORD FORD		EQUIPMENT RENTAL	389.71
	BICKFORD FORD		EQUIPMENT RENTAL	457.51
	BICKFORD FORD		EQUIPMENT RENTAL	457.51
	BICKFORD FORD		EQUIPMENT RENTAL	457.51
	BICKFORD FORD	GASKET, SPARK PLUGS AND COILS	EQUIPMENT RENTAL	521.40
	BICKFORD FORD	SPARE TIRE, WHEEL AND JACK KITS	EQUIPMENT RENTAL	906.58
145005	BOSA, LAWRENCE & DON	UB REFUND	WATER/SEWER OPERATION	247.97
145006	BURGESS, RICHARD & R		WATER/SEWER OPERATION	182.96
145007	CASCADE COLUMBIA	SODIUM CHLORIDE	WASTE WATER TREATMENT	13,917.35
145008	CENTRAL WELDING SUPP	EARPLUG CREDIT	ER&R	-52.47
	CENTRAL WELDING SUPP	EARPLUGS AND GLOVES	ER&R	915.43
145009	CERTAIN LENDING INC	UB REFUND	GARBAGE	113.80
145010	CHANG, LISA	DEALERS LICENSE REFUND	INTERGOVERNMENTAL	125.00
145011	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
145012	COOP SUPPLY	CO ALARM	MAINT OF GENL PLANT	32.78
145013	COUGAR TREE SERVICE	TREE REMOVAL	PARK & RECREATION FAC	1,530.20
145014	CRONK, TONY & DEBBIE	UB REFUND	WATER/SEWER OPERATION	166.12
145015	D PETERSON INC	UB REFUND	WATER/SEWER OPERATION	25.62
145016	D PETERSON INC	UB REFUND	WATER/SEWER OPERATION	37.40
145017	DEVIN, KEVIN	UB REFUND	WATER/SEWER OPERATION	46.23

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145018	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
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	143.46
145019	DIDAROV, VITALIY	UB REFUND	WATER/SEWER OPERATION	36.81
145020	DK SYSTEMS, INC.	REPLACE THERMOSTAT	PUBLIC SAFETY BLDG	565.63
145021	DOODLEBUG SPORTZ	FIREARM SUPPLIES	POLICE TRAINING-FIREARMS	751.75
145022	DOWNIE, JUSTIN	UB REFUND	WATER/SEWER OPERATION	48.94
145023	E&E LUMBER	FASTENERS	MAINT OF GENL PLANT	6.01
	E&E LUMBER	CONNECTOR	GOLF ADMINISTRATION	7.33
	E&E LUMBER	RTU INSECT CONTROL	UTIL ADMIN	13.20
	E&E LUMBER	CAPS AND BOLTS	PARK & RECREATION FAC	20.94
145024	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	84.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
145025	ESPARZA, JUAN	UB REFUND	WATER/SEWER OPERATION	215.77
145026	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	464.46
145027	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	52,000.00
145028	GALLS, LLC	UNIFORM-PARKER	POLICE PATROL	87.39
	GALLS, LLC	UNIFORM-SCAIRPON	POLICE ADMINISTRATION	193.29
	GALLS, LLC	UNIFORM-SAN MIGUEL, S	POLICE PATROL	671.17
	GALLS, LLC	UNIFORM-SAN MIGUEL, T	POLICE PATROL	671.17
	GALLS, LLC	UNIFORM-SCHREK	POLICE PATROL	675.92
	GALLS, LLC	UNIFORM-SCHREK	POLICE PATROL	715.26
	GALLS, LLC	ADAPTERS	POLICE PATROL	3,824.73
145029	GEOTEST SERVICES INC	PROFESSIONAL SERVICES	GMA - STREET	3,795.40
	GEOTEST SERVICES INC	PAY APPLICATION #8	CAPITAL EXPENDITURES	16,625.95
	GEOTEST SERVICES INC	PAY APPLICATION #9	CAPITAL EXPENDITURES	22,023.38
145030	GIL, DOMINICK	UB REFUND	WATER/SEWER OPERATION	24.74
145031	GOVCONNECTION INC	WEB CAM	LEGAL-GENL	79.55
	GOVCONNECTION INC	WEB CAMS	IS REPLACEMENT ACCOUNTS	79.55
	GOVCONNECTION INC	ARUBA CABLE	COMPUTER SERVICES	109.94
	GOVCONNECTION INC	WEB CAMS	POLICE ADMINISTRATION	159.10
145032	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	78.55
145033	GREENSHIELDS	FLARES	POLICE PATROL	227.68
	GREENSHIELDS	HOSE ASSEMBLY	EQUIPMENT RENTAL	376.47

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145034	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
145035	GRUENHAGEN, PAT	REIMBURSE LICENSE RENEWAL FEE	ENGR-GENL	116.00
145036	HACH COMPANY	WTP SUPPLIES	SUNNYSIDE FILTRATION	1,263.13
145037	HARBOR FREIGHT TOOLS	TOOL BAG, WRENCHES AND CHANNEL LOCKS	WATER DIST MAINS	44.29
	HARBOR FREIGHT TOOLS	HOOKS, TIE DOWNS AND SOCKETS	ROADWAY MAINTENANCE	128.92
145038	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
145039	HB JAEGER	HOLESAW	WATER SUPPLY MAINS	421.60
145040	HBLE LLC	AMMUNITION	POLICE TRAINING-FIREARMS	1,978.10
145041	HD FOWLER COMPANY	TEE AND COUPLING	STORM DRAINAGE	19.34
	HD FOWLER COMPANY	GRATE, CEMENT AND PRIMER	STORM DRAINAGE	110.23
	HD FOWLER COMPANY	GAUGES	WATER DIST MAINS	493.82
	HD FOWLER COMPANY	GASKETS, PLUGS, ELBOWS AND TEES	HYDRANTS INSTALLATION	627.55
145042	HERC RENTALS INC	BRUSH CHIPPER RENTAL	ROADSIDE VEGETATION	1,747.47
145043	HOME DEPOT USA	LADDER, TIDE AND SOCKET SET	WASTE WATER TREATMENT	229.89
145044	HOME DEPOT USA	TAPE	ER&R	2.89
	HOME DEPOT USA	BAGS, FILTERS, WIPES AND CLEANER	ER&R	511.95
145045	HUME, TONIA	UB REFUND	WATER/SEWER OPERATION	355.25
145046	ID LABEL	EVIDENCE SUPPLIES	POLICE PATROL	296.53
	ID LABEL		POLICE PATROL	764.01
145047	IMPACT PAINTING LLC	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	8,000.00
145048	INTERSTATE BATTERY	BATTERIES	ER&R	587.47
145049	JOHNS PAINTING SERVI	CDBG CARES SMALL BUSINESS GRANT	COMMUNITY	8,000.00
145050	JOHNSON, JENNIFER	UB REFUND	WATER/SEWER OPERATION	58.45
145051	KAMAN INDUSTRIAL TEC	BEARINGS	EQUIPMENT RENTAL	100.77
145052	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
145053	KANGAS, MATTHEW & BR	UB REFUND	WATER/SEWER OPERATION	28.76
145054	KELLER SUPPLY COMPAN	RESTROOM SUPPLIES	GOLF ADMINISTRATION	248.29
145055	KHILE, WILLIAM	UB REFUND	WATER/SEWER OPERATION	176.66
145056	KIMBALL, MATTHEW		WATER/SEWER OPERATION	17.52
145057	KROHNE INC	ANNUAL FLOW METER CALIBRATIONS	WASTE WATER TREATMENT	1,805.55
145058	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	48.00
145059	LAKE STEVENS SCHOOL	MITIGATION FEES-NOV 2020	SCHOOL MITIGATION FEES	151,935.00
145060	LANE, WALLACE	UB REFUND	WATER/SEWER OPERATION	327.51
145061	LASTING IMPRESSIONS	CLOTHING	PERSONNEL ADMINISTRATION	18.28
	LASTING IMPRESSIONS		EXECUTIVE ADMIN	280.47
	LASTING IMPRESSIONS	PATCHES	POLICE PATROL	612.08
145062	LAYCOCK, JEFF	REIMBURSE GREETING CARD EXPENSE	UTIL ADMIN	33.29
145063	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	25.00
145064	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	25.00
145065	LGI HOMES WASHINGTON	UB REFUND	GARBAGE	27.88
145066	LGI HOMES WASHINGTON	UB REFUND	GARBAGE	27.88
145067	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	50.00
145068	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	50.00
145069	LOMBARD, MARK & JEAN	UB REFUND	GARBAGE	47.59
145070	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	126.51
145071	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	1,713,294.57
145072	MARYSVILLE PRINTING	BUSINESS CARDS	WATER FILTRATION PLANT	106.48
	MARYSVILLE PRINTING	CHILD CUSTODY FORMS	POLICE PATROL	184.94
145073	MARYSVILLE, CITY OF	UTILITY SERVICE-4123 71ST ST NE	SUNNYSIDE FILTRATION	115.04
	MARYSVILLE, CITY OF	UTILITY SERVICE-3907 82NS AVE NE	PARK & RECREATION FAC	205.03
	MARYSVILLE, CITY OF	UTILTIY SERVICE-6802 84TH ST NE	GOLF ADMINISTRATION	212.52
	MARYSVILLE, CITY OF	UTILITY SERVICE-8501 SOPER HILL RD	NON-DEPARTMENTAL	216.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-TUSC RIDGE IRR	PARK & RECREATION FAC	231.74

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145073	MARYSVILLE, CITY OF	UTILITY SERVICE-4020 71ST AVE NE	SUNNYSIDE FILTRATION	292.74
145074	MATIA CONTRACTORS	PAY ESTIMATE #3	GMA-PARKS	-3,608.97
	MATIA CONTRACTORS		GMA-PARKS	78,892.03
145075	MAZEL, ISAAC & KELLY	UB REFUND	WATER/SEWER OPERATION	36.38
145076	MC CLURE & SONS INC	HYDRANT METER REFUND	WATER/SEWER OPERATION	1,200.00
145077	MCLOUGHLIN & EARDLEY	LED LIGHTS	EQUIPMENT RENTAL	289.55
	MCLOUGHLIN & EARDLEY	LINEAR STROBES	ER&R	413.15
	MCLOUGHLIN & EARDLEY	LED LIGHTS	EQUIPMENT RENTAL	1,158.21
145078	MILLER, STEVEN	REIMBURSE RENEWAL FEE	ENGR-GENL	116.00
145079	MOBILE WIRELESS LLC	ADDITIONAL LICENSES	PUBLIC HEALTH EXPENSE	1,561.90
145080	MOTOR TRUCKS	ACTUATOR	EQUIPMENT RENTAL	48.71
	MOTOR TRUCKS	COOLANT	ER&R	208.74
145081	MOUNTAIN MIST	COOLER RENTAL/WATER	WASTE WATER TREATMENT	4.95
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	4.95
	MOUNTAIN MIST		SEWER MAIN COLLECTION	4.96
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.06
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.06
	MOUNTAIN MIST		WASTE WATER TREATMENT	14.07
145082	MURRAY, MICHAEL & BR	UB REFUND	WATER/SEWER OPERATION	26.19
145083	NAPA AUTO PARTS	GASKETS	EQUIPMENT RENTAL	3.93
	NAPA AUTO PARTS	OIL AND FLASHER	ER&R	38.35
	NAPA AUTO PARTS	MASKS	PUBLIC HEALTH EXPENSE	54.63
	NAPA AUTO PARTS	RELAYS	ER&R	69.17
	NAPA AUTO PARTS	MASKS	PUBLIC HEALTH EXPENSE	218.51
	NAPA AUTO PARTS	FILTERS AND GROMMETS	ER&R	435.58
145084	NESS & CAMPBELL CRAN	CRANE RENTAL	WASTE WATER TREATMENT	3,212.88
145085	NORTHSTAR CHEMICAL	SODIUM HYPLCHLORITE	WATER QUAL TREATMENT	902.00
145086	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICES	STORM DRAINAGE	2,608.75
145087	NORTHWESTERN AUTO	REPAIR #J050	EQUIPMENT RENTAL	247.99
145088	NUBER, CLARK PS	PROFESSIONAL SERVICES	FINANCE-GENL	1,200.00
145089	O'BRIEN, APRIL	REIMBURSE AD	CUSTODIAL SERVICES	45.00
145090	OFFICE DEPOT	OFFICE SUPPLIES	TRANSPORTATION	8.57
	OFFICE DEPOT		POLICE INVESTIGATION	12.44
	OFFICE DEPOT		TRANSPORTATION	17.91
	OFFICE DEPOT		ENGR-GENL	17.91
	OFFICE DEPOT		UTIL ADMIN	17.92
	OFFICE DEPOT		ENGR-GENL	40.58
	OFFICE DEPOT		UTIL ADMIN	40.59
	OFFICE DEPOT		POLICE INVESTIGATION	53.97
	OFFICE DEPOT		POLICE PATROL	55.72
	OFFICE DEPOT		UTIL ADMIN	61.55
	OFFICE DEPOT		ENGR-GENL	61.56
	OFFICE DEPOT		POLICE INVESTIGATION	76.49
	OFFICE DEPOT		ECONOMIC SUPPORT	85.78
	OFFICE DEPOT		CRIME PREVENTION	99.77
	OFFICE DEPOT		POLICE PATROL	105.56
	OFFICE DEPOT		COMMUNITY	132.20
	OFFICE DEPOT		EQUIPMENT RENTAL	144.20
	OFFICE DEPOT		POLICE PATROL	148.56
	OFFICE DEPOT		POLICE PATROL	166.71
	OFFICE DEPOT		POLICE PATROL	166.77
	OFFICE DEPOT		POLICE PATROL	196.61
	OFFICE DEPOT		POLICE ADMINISTRATION	270.73
145091	OLSON, JENNIFER	UB REFUND	WATER/SEWER OPERATION	148.27
145092	OSTLIE, WAYNE		WATER/SEWER OPERATION	211.96
145093	OWEN EQUIPMENT	THERMOSTAT FAN SWITCH	EQUIPMENT RENTAL	398.92
145094	PARAMETRIX	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	18,889.31
145095	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	32.44

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145095	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	69.37
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	101.16
	PETROCARD SYSTEMS		COMMUNITY	139.21
	PETROCARD SYSTEMS		PARK & RECREATION FAC	544.32
	PETROCARD SYSTEMS		GENERAL	1,905.76
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,398.08
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,653.13
	PETROCARD SYSTEMS		POLICE PATROL	6,730.36
145096	PETTIBONE, JULIA & J	UB REFUND	WATER/SEWER OPERATION	188.97
145097	PLATT ELECTRIC	FIXTURES	WATER DIST MAINS	119.27
	PLATT ELECTRIC	WIRE, FITTINGS AND FLEX CONDUIT	WASTE WATER TREATMENT	194.64
	PLATT ELECTRIC		SOURCE OF SUPPLY	194.64
145098	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-118.08
	POLICE & SHERIFFS PR		POLICE INVESTIGATION	139.90
	POLICE & SHERIFFS PR		DETENTION & CORRECTION	139.90
	POLICE & SHERIFFS PR		OFFICE OPERATIONS	139.90
	POLICE & SHERIFFS PR		POLICE PATROL	968.03
145099	PUD	ACCT #205136245	SEWER LIFT STATION	18.55
	PUD	ACCT #202031134	PUMPING PLANT	18.89
	PUD	ACCT #202461034	UTIL ADMIN	18.90
	PUD	ACCT #202012589	PARK & RECREATION FAC	31.06
	PUD	ACCT #201672136	SEWER LIFT STATION	31.34
	PUD	ACCT #202476438	SEWER LIFT STATION	31.43
	PUD	ACCT #200650745	TRANSPORTATION	34.08
	PUD	ACCT #202499489	COMMUNITY EVENTS	34.95
	PUD	ACCT #202178158	SEWER LIFT STATION	35.61
	PUD	ACCT #201668043	PARK & RECREATION FAC	40.35
	PUD	ACCT #202694337	TRANSPORTATION	40.45
	PUD	ACCT #203005160	STREET LIGHTING	57.07
	PUD	ACCT #202463543	SEWER LIFT STATION	60.27
	PUD	ACCT #200827277	TRANSPORTATION	62.75
	PUD	ACCT #203430897	STREET LIGHTING	64.85
	PUD	ACCT #202368544	TRANSPORTATION	68.82
	PUD	ACCT #220792733	STREET LIGHTING	70.06
	PUD	ACCT #200571842	TRANSPORTATION	72.17
	PUD	ACCT #202143111	TRANSPORTATION	82.97
	PUD	ACCT #200790061	PARK & RECREATION FAC	102.44
	PUD	ACCT #203231006	TRANSPORTATION	118.47
	PUD	ACCT #202557450	STREET LIGHTING	121.52
	PUD	ACCT #220761807	OPERA HOUSE	128.64
	PUD	ACCT #200084036	TRANSPORTATION	135.38
	PUD	ACCT #220761175	OPERA HOUSE	167.99
	PUD	ACCT #202000329	PARK & RECREATION FAC	183.21
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	200.29
	PUD	ACCT #201065281	PARK & RECREATION FAC	251.16
	PUD	ACCT #203223458	PARK & RECREATION FAC	262.85
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	345.33
	PUD	ACCT #201021698	PARK & RECREATION FAC	384.27
	PUD	ACCT #201021607	PARK & RECREATION FAC	445.87
	PUD	ACCT #200070449	TRANSPORTATION	522.36
	PUD	ACCT #202689287	WASTE WATER TREATMENT	864.94
	PUD	ACCT #200586485	SEWER LIFT STATION	898.24
145100	QUIL CEDA CARVERS	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
145101	RAMOS, SERGIO & LIAN	UB REFUND	WATER/SEWER OPERATION	75.10
145102	RAY ALLEN MANUFACTUR	E-COLLAR	K9 PROGRAM	442.66
145103	SAFeway INC.	FOOD BANK PURCHASE	PUBLIC HEALTH EXPENSE	86.40
145104	SAFeway INC.	INMATE SUPPLIES	DETENTION & CORRECTION	222.82
145105	SCIENTIFIC SUPPLY	TUBING AND PETRI DISH	WASTE WATER TREATMENT	796.66



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145106	SHELLY, CAROL	UB REFUND	WATER/SEWER OPERATION	350.00
145107	SHI INTERNATIONAL	LICENSE RENEWALS	IS REPLACEMENT ACCOUNTS	30.26
	SHI INTERNATIONAL		MUNICIPAL COURTS	99.85
	SHI INTERNATIONAL		EXECUTIVE ADMIN	99.85
	SHI INTERNATIONAL		LEGAL - PROSECUTION	99.85
	SHI INTERNATIONAL		ENGR-GENL	99.85
	SHI INTERNATIONAL		CUSTODIAL SERVICES	99.85
	SHI INTERNATIONAL		POLICE PATROL	99.85
	SHI INTERNATIONAL		POLICE ADMINISTRATION	99.85
	SHI INTERNATIONAL		POLICE PATROL	99.85
	SHI INTERNATIONAL		POLICE PATROL	99.85
	SHI INTERNATIONAL		POLICE PATROL	99.85
	SHI INTERNATIONAL		POLICE PATROL	99.85
	SHI INTERNATIONAL		COMMUNITY	99.85
	SHI INTERNATIONAL		PERSONNEL ADMINISTRATION	99.85
	SHI INTERNATIONAL		CUSTODIAL SERVICES	99.85
	SHI INTERNATIONAL		CUSTODIAL SERVICES	199.70
	SHI INTERNATIONAL		POLICE PATROL	803.38
	SHI INTERNATIONAL		POLICE PATROL	2,410.13
145108	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
145109	SISKUN POWER EQUIPME	SPROCKET	SMALL ENGINE SHOP	10.23
145110	SKURSKI, RITA	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
145111	SLENKER, ROBERT	REIMBURSE CDL EXPENSE	UTIL ADMIN	334.75
145112	SNO CO TREASURER	INMATE HOUSING-OCT 2020	DETENTION & CORRECTION	55,312.49
145113	SNO CO TREASURER	JAG CONTRIBUTION JULY-DEC 2020	DRUG ENFORCEMENT	9,314.00
145114	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	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
145115	SONS OF ITALY	EVENT CANELLATION REFUND	PARKS-RECREATION	30.00
145116	SONSRAY MACHINERY	SENSOR	EQUIPMENT RENTAL	59.59
	SONSRAY MACHINERY	MIRROR AND BRACKET	EQUIPMENT RENTAL	255.76
145117	SOUND SAFETY	JEANS-SLENKER	UTIL ADMIN	43.16
	SOUND SAFETY	BOOTS-WOOD	GENERAL	139.22
	SOUND SAFETY	BOOTS-JESSEN	UTIL ADMIN	177.09
145118	SPRINGBROOK NURSERY	SUPER SOLO TRUCKING COSTS	WATER DIST MAINS	675.00
	SPRINGBROOK NURSERY		SEWER MAIN COLLECTION	675.00
145119	STABBERT, RICHARD	UB REFUND	WATER/SEWER OPERATION	134.06
145120	STAPLES	SUPPLY CREDIT	MUNICIPAL COURTS	-82.95
	STAPLES	WIPES	PUBLIC HEALTH EXPENSE	13.87
	STAPLES	OFFICE SUPPLIES	CITY CLERK	21.66
	STAPLES		PUBLIC HEALTH EXPENSE	36.28
	STAPLES		FINANCE-GENL	37.14
145121	SWITZER, ELIZABETH &	UB REFUND	WATER/SEWER OPERATION	357.82
145122	THURSTON, GARY & VIC		WATER/SEWER OPERATION	155.44
145123	UNITED PARCEL SERVIC	SHIPPING EXPENSE AND LATE FEES	POLICE PATROL	50.69
	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	51.70
145124	VERIZON	AMR LINES	METER READING	295.66
145125	VICKERY, RAEHELLE &	UB REFUND	WATER/SEWER OPERATION	324.69
145126	WALZ, KRISTINE & TYL		WATER/SEWER OPERATION	137.31
145127	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	134.05

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/3/2020 TO 12/9/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145128	WATERSHED, INC WATERSHED, INC	COAT LINERS	DETENTION & CORRECTION	349.00
145129	WAXIE SANITARY SUPPL	WIPES	POLICE PATROL	439.06
145130	WEBER, JERRY A	UB REFUND	PUBLIC HEALTH EXPENSE	188.74
145131	WESTERN SAFETY PROD	MASK FILTERS	WATER/SEWER OPERATION	1,176.16
145132	WETLAND RESOURCES	INGRAHAM BLVD MONITORING	POLICE PATROL	1,344.17
145133	WILLIAMS, STEPHEN	UB REFUND	STORM DRAINAGE	2,310.00
145134	ZIONS BANK	CUSTODIAN/SAFEKEEPING	GARBAGE	182.82
	ZIONS BANK		GMA - STREET	156.25
	ZIONS BANK		FINANCE-GENL	216.25
	ZIONS BANK		CAPITAL EXPENDITURES	216.25
	ZIONS BANK		ENTERPRISE D/S	216.25

**WARRANT TOTAL: 3,158,925.09**

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

CHECK # 144439	INITIATOR ERROR	(455.01)
CHECK # 144541	INITIATOR ERROR	(600.00)
CHECK # 144943	INITIATOR ERROR	(78.49)

**3,157,795.59**

*Update*  
*Index # 25*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 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 December 10, 2020 payroll in the amount \$1,523,679.48, paid by EFT Transactions and Check No.33309 through 33321.

**COUNCIL ACTION:**

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Local Agency Agreement Supplement No. 1 with WSDOT for 80 <sup>th</sup> St NE Non-Motorized	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Local Agency Agreement Supplement No. 1 Local Agency Federal Aid Project Prospectus	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1801	N/A
<b>SUMMARY:</b>	
<p>The City was awarded \$272,458 in federal funding for the 80<sup>th</sup> St NE Non-Motorized Project. The project includes restriping from State Ave to 51<sup>st</sup> to provide bicycle lanes, and widening the south side of the street from 51<sup>st</sup> to 47<sup>th</sup> to provide sidewalk, which will involve some right-of-way (ROW) acquisition. Of the total amount awarded, \$76,341 is for engineering and design, and \$196,117 is for ROW.</p> <p>Since this a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for FHWA authorization of federal funds.</p> <p>At this time, the City is moving forward with authorization for the Right-of-Way phase only (\$196,117). The Preliminary Engineering phase was authorized in February 2019.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement Amendment with WSDOT thereby securing funding for the 80<sup>th</sup> St NE Non-Motorized Project

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign the Local Agency Agreement Supplement No. 1 and Local Agency Federal Aid Project Prospectus.



# Local Agency Agreement Supplement

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. <b>20.205</b> (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. <b>20.205</b> (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.


**Washington State  
Department of Transportation**
**Local Agency Federal Aid  
Project Prospectus**

	Prefix	Route	( )	Date	11/30/2020
Federal Aid Project Number	CM-2692(002)			DUNS Number	076658673
Local Agency Project Number	R1801	( 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 80th St NE		Start Latitude N 48°04'06.35"		Start Longitude W 122°10'36.68"	
		End Latitude N 48°04'05.82"		End Longitude W 122°09'44.22"	
Project Termini From-To State Ave                      51st Ave NE		Nearest City Name Marysville			Project Zip Code (+4) 98270-3427
Begin Mile Post N/A	End Mile Post N/A	Length of Project .68 Miles		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38		Congressional District(s) 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.	\$88,200	\$11,900	\$76,300	03	2019
R/W	\$226,700	\$30,600	\$196,100	01	2021
Const.	\$622,800	\$622,800	\$0	03	2022
<b>Total</b>	<b>\$937,700</b>	<b>\$665,300</b>	<b>\$272,400</b>		

<b>Description of Existing Facility (Existing Design and Present Condition)</b>	
Roadway Width Varies, 27' to 40'	Number of Lanes 2
80th St is primarily a two lane road, some sections have on street parking. Between 47th and 51st, there are significant sections without any sidewalk.	

<b>Description of Proposed Work</b>
Description of Proposed Work (Attach additional sheet(s) if necessary)
Restriping of 80th St NE from State Ave to 47th Ave to remove parking and provide for bicycle lanes. The project will also include the construction of curb, gutter and sidewalk on the south side of 80th St NE from 47th Ave NE to 51st Ave NE. This section will also include a bicycle lane.

Local Agency Contact Person Jeff Laycock	Title City Engineer	Phone 360-363-8274
Mailing Address 80 Columbia Ave	City Marysville	State      Zip Code WA      98270
Project Prospectus	By _____ Approving Authority	
	Title City Engineer	Date

Agency City of Marysville	Project Title 80th St NE	Date 11/30/2020
------------------------------	-----------------------------	--------------------

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	<input type="checkbox"/> 3-R		
	<input type="checkbox"/> 2-R		
	<input type="checkbox"/> Other		

Geometric Design Data		
Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input checked="" type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Principal Arterial
		<input checked="" type="checkbox"/> Minor Arterial
		<input type="checkbox"/> Collector
		<input checked="" type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
		<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25 mph	25 - 30 mph
Design Speed	30 mph	30 - 35 mph
Existing ADT	3,926	3,433 - 14,982
Design Year ADT	11,350	8,035 - 30,550
Design Year	2035	2035
Design Hourly Volume (DHV)	960	750 - 2,510

Performance of Work		
Preliminary Engineering Will Be Performed By City of Marysville, Consultants	Others 16.4 %	Agency 83.6 %
Construction Will Be Performed By N/A	Contract %	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

Project will involve increasing total non-pervious area by more than 5,000 SF.

Total earthwork export/import is estimated to be 1,000 CY

Agency City of Marysville	Project Title 80th St NE	Date 11/30/2020
------------------------------	-----------------------------	--------------------

<b>Right of Way</b>		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

<b>Utilities</b>	<b>Railroad</b>
<input type="checkbox"/> No utility work required	<input checked="" type="checkbox"/> No railroad work required
<input checked="" type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input checked="" type="checkbox"/> All utility work will be completed in coordination with 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

Prior to construction contract - Several overhead utility poles will be relocated.

With Construction Contract - Existing covers for water valves, sewer manholes, will require adjustment to final grade. New stormwater pipes and/or structures will be installed, final design will be dependent on geotechnical evaluation and LID analysis.

FAA Involvement

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

Remarks

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

Agency City of Marysville

Date

By \_\_\_\_\_  
Mayor/Chairperson

# *Index #9*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Supplemental Agreement No. 1 with Transportation Solutions Inc. (TSI) for Construction Support Services for the 2019 Citywide Highway Safety Improvements Project (HSIP).	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Steven Miller, Senior Project Manager	<i>SM for KN</i>
<b>DEPARTMENT:</b>	
Public Works - Engineering	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 1	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1901	\$80,000.00
<b>SUMMARY:</b>	
<p>The City Council authorized a professional services agreement with TSI for engineering design services, for the federally funded 2019 Citywide HSIP. The contract was executed on August 22, 2019, for \$112,800. The project includes traffic safety improvements at Smokey Point Blvd., at 100<sup>th</sup> ST NE and 59<sup>th</sup> DR NE, and at various locations along 64<sup>th</sup> ST NE (SR 528).</p> <p>Council approved a local agency federal funding agreement with WSDOT on July 7, 2020 to fund construction of the project. Construction funds for the project were obligated on September 17, 2020 by WSDOT and federal aid participation level is 100% for construction cost. The project is scheduled to start construction in early 2021, pending award by Council.</p> <p>Supplemental Agreement No. 1 will amend TSI's scope of work to incorporate construction support services during construction, assisting the City with inspection, materials testing, and administrative support for the project. The total cost for this additional work is \$80,000, all of which is fully reimbursable by the grant. In addition to revisions in scope, Supplemental Agreement No. 1 provides for a time extension of the contract end date through 08/31/2021. The current agreement expires on December 31, 2020</p>	
<b>RECOMMENDED ACTION:</b>	
Staff recommends that Council authorize the Mayor to sign and execute the attached Supplemental Agreement No. 1 with TSI for Construction Support Services for the 2019 Citywide Highway Safety Improvements Project.	
<b>RECOMMENDED MOTION:</b>	
I move to authorize the Mayor to sign and execute the supplemental agreement.	



<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address	
Original Agreement Number HSIP-000S(523)		City of Marysville Public Works Department 80 Columbia Avenue Marysville, WA 98270 Phone: 360-336-6204	Transportation Solutions, Inc 8250 - 165th Avenue NE, Suite 100 Redmond, WA 98052-6628 Phone: 425-883-4134
Project Number R1901	Execution Date 08/22/2019	Completion Date 12/31/2020	
Project Title 2019 Citywide HSIP Improvement Project	New Maximum Amount Payable \$183,842		
Description of Work Transportation Solutions, Inc. shall provide construction administration, inspection, and materials testing services for this project as describe in Exhibit B - Supplement #1, attached.			

The Local Agency of Marysville, WA.  
 desires to supplement the agreement entered in to with Transportation Solutions, Inc.  
 and executed on 08/22/2019 and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
 The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
 Transportation Solutions, Inc. shall provide construction administration, inspection, and materials testing services for this project as describe in Exhibit B - Supplement #1, attached.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: ~~12/31/2020~~ **08/31/2021**

**III**

Section V, PAYMENT, shall be amended as follows:  
 The Payment shall be in accordance with Exhibit C - Fee Estimate Supplement #1, attached.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date



**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total	<del>\$103,842.00</del>	80,000.00	<del>183,842.00</del>

**\$110,000.00**

**\$190,000**

**EXHIBIT B  
SUPPLEMENT #1**

**CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE  
CITY OF MARYSVILLE  
2019 CITYWIDE HSIP IMPROVEMENT PROJECT  
CITY PROJECT # R1901  
FEDERAL AID # HSIP-000S(523)**

**SCOPE OF WORK**

During the term of this Agreement, Transportation Solutions Inc.(TSI), (CONSULTANT), shall coordinate with Reichhardt & Ebe Engineering Inc., (R&E) (SUBCONSULTANT) whom shall perform professional services for Transportation Solutions, Inc. (TSI), including construction contract administration and inspection for the 2019 CITYWIDE HSIP IMPROVEMENT PROJECT for the City of Marysville (CITY). The project construction, including construction support services are federally funded, Federal Aid No. HSIP-000S(523). This document shall be used to plan, conduct, and complete the work on the PROJECT.

**I. BACKGROUND**

The City of Marysville (City) has received a federal grant for Local Road Safety under the Highway Safety Improvement Program (HSIP). The project improvements will include the following.

- Signal modifications at the intersections of 64<sup>th</sup> St NE (SR 528) & 60<sup>th</sup> Dr NE and 64<sup>th</sup> St NE (SR 528) & 67<sup>th</sup> Ave NE to provide for left turn and one right turn flashing yellow arrow (FYA) signal operations.
- Installation of speed radar warning signs at 64<sup>th</sup> St NE (SR 528) near 65<sup>th</sup> Dr NE.
- Installation of advanced westbound signalized approach beacons/signage on 64<sup>th</sup> St NE (SR 528) to warn drivers approaching the intersection of 67<sup>th</sup> Ave NE to “be prepared to stop when flashing”.
- Installation of pedestrian-actuated rectangular rapid flashing beacons (RRFB), new sidewalk and upgrade of ADA curb ramps at the intersection of 100<sup>th</sup> St NE & 59<sup>th</sup> Dr NE.
- Installation of high friction surface treatment and speed radar warning signs along the 14000 block of Smokey Point Blvd.

The on-site construction is expected to be 45 working days beginning in ~~mid-September 2020.~~  
early 2021.

## II. DESCRIPTION OF WORK

The work to be performed by the CONSULTANT and its subconsultants consists of providing construction administration, inspection, materials testing, and project management for the project. This work consists of attending project meetings setup by the CITY, corresponding with all parties involved, schedule tracking, submittal tracking, on site inspection, materials testing, field notes and quantities, support documentation for the pay estimate preparation, aiding in change order preparation, and support to the CITY necessary to ensure that the work is construction administered and inspected in accordance with the contract plans and specifications.

TSI is providing professional services to the CITY in connection with the construction engineering for the project. The CITY is acting as Construction Project Manager. R&E is a subconsultant to TSI. R&E is providing construction contract administration and inspection services. Geo Testing Services is a subconsultant to TSI. Geo-Testing is providing materials testing services. Specific work items prepared by R&E will be done so in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual.

## III. CONSTRUCTION MANAGEMENT TEAM

The Construction Management Team is made up of the following firms/organizations:

Owner (CITY).....	City of Marysville
Prime (CONSULTANT).....	Transportation Solutions, Inc. (TSI)
Constr. Admin/Inspection (SUBCONSULTANT).....	Reichhardt & Ebe Engineering, Inc. (R&E)
Traffic Signal/Electrical Consultant.....	Transportation Solutions, Inc. (TSI)
Materials Testing Services.....	GeoTest Services, Inc.

## IV. ASSUMPTIONS AND LIMITATIONS

This scope of work is based on the following assumptions:

- TSI will contract directly with a material testing laboratory of their choice. The materials testing laboratory shall be capable of providing all necessary material inspection, testing and administration including:
  - Soil and aggregate materials testing.
  - Proctor analysis and in-place density testing for aggregates.
  - Concrete testing and concrete cylinders.
  - Distribution of all test/special inspection reports to R&E, City, Contractor, TSI, and other stakeholders as identified at the pre-construction meeting.
- Construction survey will be provided by the Contractor or by a surveyor contracted directly with TSI.
- The City will request the record of materials (ROM) from WSDOT as soon as construction funds are obligated and provide the ROM to TSI and R&E.

- WSDOT is to perform plant inspection and other WSDOT stamped or approved products and materials as required by the Contract Documents. The City shall contract directly for WSDOT special inspections.
- The City and TSI will conduct all bidding, pre-award, award, and contract execution activities with review for Federal Aid compliance by R&E.
- The City and TSI will coordinate and conduct the pre-construction meeting.
- The City will review all construction submittals including the following:
  - Construction Schedule
  - TESC Plan, if required
  - SPCC Plan
  - Request to Sublet Work
  - Statement of Intent to Pay Prevailing Wages
  - Material Submittals including RAM's and QPL's
  - COVID-19 Safety Plan
- The City will prepare the working days statements.
- The City will prepare and complete the Pay Estimate using Field Note Records prepared by R&E.
- The City will negotiate, prepare, and execute change orders with the Contractor and provide copies of executed change orders to R&E.
- The City and/or TSI will review and respond to RFI's and provide copies to R&E.
- The City will lead the weekly meetings.
- The City will schedule and lead the walkthrough.
- The City will schedule and lead the WSDOT final inspection.
- The City will determine the substantial and physical completion dates and issue associated notices to the Contractor.
- The City will issue the Notice of Completion letter with input from R&E for verification of complete documentation.
- The City will prepare the Final Contract Voucher Certificate.
- The City will prepare the Materials Certification with input from R&E for verification of complete documentation.

## **V. TASKS/WORK ITEMS**

### **A – PROJECT MANAGMENT**

#### **1.0 – Project Management and Administration**

CONSULTANT shall submit a single monthly invoice, which will include the billing requests from team subconsultants. CONSULTANT shall submit monthly invoices and status reports to the CITY and track the project budget and schedule. TSI will subcontract day to day project construction administration and inspection services to Reichhardt & Ebe Engineering, Inc. (R&E).

The cost estimate for construction support services provides budget amounts for reimbursable expenses to include but not be limited to mileage, testing, shipping reproductions, office

supplies, printing fees and mitigation services directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursable expenses.

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in this scope of work. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

## **B - CONSTRUCTION ADMINISTRATION AND INSPECTION**

### **1.0 – Pre-Construction Activities**

R&E shall review the contract documents for the purposes of becoming familiar with all project elements including the scope of construction, items of work involved, methods of payment, anticipated sequence of construction and other relevant requirements for the Project. This review shall be for the purposes of becoming familiar with the Project in order to execute this scope of work as well as to aid the design team in identification of any items which may clarify the work to be performed or mitigate risk for the City. This review will be informal in nature.

### **2.0 – Project Management and Construction Contract Administration**

The City will act as Construction Project Manager under the oversight of the Washington State Department of Transportation (WSDOT) who will act as the Certified Agency (CA) for the duration of the project.

R&E will submit monthly invoices and status reports to TSI and track R&E's budget.

R&E will attend various project meetings as listed below:

- Pre-Construction meeting with the City, TSI, WSDOT, Contractor, Subcontractors and Franchise Utilities.
- Construction Progress meetings with the City, TSI, Contractor, Subcontractors and Franchise Utilities. These meetings will be scheduled in advance and shall occur on a weekly basis or as needed. A total of 10 meetings have been assumed and will be attended by R&E's construction inspector.
- Project Management meetings with R&E, the City and TSI, as necessary. The purpose of these meetings will be to discuss project management issues, including budget, schedule, project direction, coordination, and changes. A total of 2 meetings are assumed and will be attended by R&E's construction inspector, construction contract administrator and project manager as required.

R&E will complete the following Construction Contract Administration activities:

- WSDOT will provide a complete Record of Materials (ROM) for all materials to be incorporated into the project. The City shall request and obtain the ROM and provide it to R&E. R&E shall modify the ROM for formatting and incorporate desired local agency exceptions and small quantities acceptance as acceptable by the City.
- Review responsive and responsible bid proposal documents for Federal Aid Compliance.
- R&E shall implement a Project documentation and tracking system of construction submittals and material submittals. R&E will receive and track the construction and material submittals from the Contractor which will then be forwarded to the City for review and approval and returned to R&E for distribution back to the Contractor.
- WSDOT special inspections will be coordinated by R&E based on the material reviews by the City.
- EEO, UDBE, Training and Reporting
  - Complete monthly EEO Reporting.
  - Complete Annual EEO Report for work completed in July of the year of construction.
  - Submit quarterly UDBE Reports.
  - Complete UDBE On-Site Reviews.
- Track Buy America requirements.
- Review City prepared change order documentation for Federal Aid Compliance.
- Review all Certified Payroll.

**Deliverables:**

- Monthly Invoices.
- Monthly Status Reports.
- Modified / Updated Record of Materials.
- RAM and submittal documentation tracking.
- Database reports of outstanding submittals and certified payroll.

**3.0 – Quality Control**

This work item includes the effort related to providing quality control on an as needed basis for the work activities in this Scope of Work. Specific activities of this work item include the following:

- Peer Reviews – This work will include detailed review of work products by R&E staff with technical expertise in the specific work area.
- Senior Reviews – This work will include review by R&E senior staff to ensure that the Project is technically correct, constructed in accordance with the contract plans and specifications, and meets the requirements of the Scope of Work.
- Washington State Department of Transportation (WSDOT) construction documentation reviews. For purposes of this contract one documentation review is anticipated at approximately the 60% level. A project management review (PMR) is specifically excluded from this scope of work.

**Deliverables / Products:**

- Written Documentation of WSDOT construction documentation review for Project File.

#### 4.0 – Construction Inspection

This work item includes the effort related to inspecting the construction of the Project consisting of the day to day activities and contacts with the various parties involved. R&E has assumed one construction inspector, 8 hours per day for a total of 45 working days for purposes of preparing this scope of work. Actual hours of on-site inspection may vary based on the work activities and the City's desired level of inspection.

R&E shall perform the following activities as they relate to the Project:

- Document pre-construction conditions by taking photos as well as develop field notes prior to construction start.
- Inspect work methods and products; verify compliance with Project contract plans and specifications.
- Inspect materials; verify compliance with Project contract plans and specifications and approved RAM's and QPL's.
- Inspect equipment; verify compliance with approved submittals and Project contract plans and specifications.
- Act as daily point of contact with the Contractor, City and TSI to monitor progress and quality of work in the field on a daily basis.
- Track Bid Item quantities incorporated into the Project for the purpose of preparation of monthly pay requests. Tracking Bid Item quantities includes preparing and maintaining supporting documentation including preparing field note records, collecting tickets, etc. This work will include reviewing the Bid Item quantities with the Contractor and construction management team. Monthly pay requests will be prepared by the City and distributed to R&E when executed.
- Verification that the Project is constructed in accordance with the Contract Documents.
- Advise the City and TSI as to the need or justification for change orders. The City and TSI shall be responsible for preparing cost estimates, negotiations with the Contractor, preparation of, and obtaining the appropriate approval for change orders. All executed change order documentation shall be provided to R&E when completed.
- Review and approve force account work as allowable by the Contract Documents and within the authority granted to R&E by the City.
- Resolve day-to-day Project issues, as well as contract issues with the design and construction management team.
- Maintain updated field record drawings.
- Coordination and communication with the Contractor, City and TSI.
- Coordination and scheduling of for materials testing.
- Point of contact for quality control testing services.
- Prepare inspection correspondence, records, and reports.
- Complete UDBE on-site reviews.

#### Deliverables

- Pre-Construction Photos.
- Daily inspection reports (IDR's).

- Field Note Records.
- Written daily report of force account worked.
- UDBE on-site reviews.

## **5.0 – Project Closeout**

R&E shall assist with the close out of the Project which will include the following activities:

- Conduct final inspection with the City and TSI to establish final punch list. The City shall be responsible to prepare the punch list.
- Monitor and verify completion of punch list items.
- Provide red-line field record drawings to TSI for their as-built production.
- Collect and review Affidavits of Wages Paid.
- Review the Final Contract Voucher Certificate prepared by the City.
- Review the Materials Certification for complete documentation.
- Review City prepared Project closeout documentation for Federal Aid compliance.
- Delivery of contract administration documentation and files to the City.

### **Deliverables**

- Red-line field record drawings.
- Delivery of contract administration documentation and files.

## **C – MATERIALS TESTING SERVICES**

### **1.0 – Materials Testing**

TSI will subcontract materials testing services to Geo Test Services, Inc. R&E shall manage the performance of quality control testing and coordinate testing services with Geo Test Services, Inc. Testing will be performed on an as-needed basis in accordance with the ROM and LAG Manual by an accredited testing laboratory. Quality control testing services provided as part of the construction management contract shall include but may not be limited to:

- Soil materials acceptance testing.
- Proctor analysis and in-place density testing for backfill operations.
- Hot mix asphalt testing.
- High Friction Surface Treatment testing.
- Concrete testing and concrete cylinders.

### **Deliverables/ Products:**

Written test results and/or reports for all tests conducted distributed to the CITY and Contractor.



Exhibit C City of Marysville 2019 Citywide HSIP						6/4/2020
<b>Transportation Solution Inc - Fee Estimate</b>						
<b>LABOR - NEGOTIATED HOURLY RATE (NHR)</b>						
Classification	Hours	x	Rate	=	Cost	
Engineer VIII	4	x	\$ 202.67	=	\$ 810.68	
Engineer VII	20	x	\$ 186.35	=	\$ 3,726.95	
Sr Engr Tech	16	x	\$ 130.58	=	\$ 2,089.27	
Office Manager	6	x	\$ 102.02	=	\$ 612.09	
Total Hours =	46				<b>Total Labor</b>	<b>7,239</b>
<b>REIMBURABLES</b>						
Mileage	0	x	\$ 0.58	=	\$ -	
Miscellaneous	0	x	\$ 250.00	=	\$ -	
					<b>Total Expenses</b>	<b>-</b>
<b>SUBCONSULTANT COST</b>						
			Reichhardt and Ebe Engineering			<b>65,590</b>
			GeoTesting Services (Pending, Actual #'s being developed)			<b>7,171</b>
			<b>Total Subconsultants</b>			<b>72,761</b>
<b>SUBTOTAL (LABOR + REIMBURSEABLES + SUBCONSULTANTS)</b>						
					<b>Subtotal</b>	<b>80,000</b>
<b>MANAGEMENT RESERVE FUND</b>						
Subtotal	\$ 80,000	x	0.00%		<b>MRF</b>	<b>-</b>
<b>TOTAL AMOUNT NOT TO EXCEED</b>						
					<b>Grand Total</b>	<b>80,000</b>

Exhibit C City of Marysville 2019 Citywide HSIP					Labor Hours 6/4/2020	
Transportation Solutions Inc - Fee Schedule	Engineer VIII VS Victor Salemann	Engineer VII JE Jeff Elekes	Sr Engr Tech MS Mke Schaefer	Office Manager JB Jill Berberich		
Anticipate Work Elements Task(s)	\$ 202.67	\$ 186.35	\$ 130.58	\$ 102.02	Task Hrs	Task Cost
<b>Task A - Project Management</b>	<b>4</b>	<b>20</b>	<b>16</b>	<b>6</b>	<b>46</b>	<b>7,239</b>
Task A.1 Project Management and Administration	4	20	16	6		
<b>Task B.1 - Construction Administration and Inspection</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>
Task B.1.0 - Pre-Construction Activities						
Task B.1.1 - Contract Document Review						
<b>Task B.2 Project Management and Construction Administration</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>
Task B.2.1 Meetings						
Task B.2.1.1 Meetings						
Task B.2.1.2 Meetings						
Task B.2.1.3 Meetings						
Task B.2.2 Format ROM						
Task B.2.3 Track Submittals						
Task B.2.4 Document Materials Testing Compliance						
Task B.2.5 Coordinate Special WSDOT Inspections						
Task B.2.6 EEO and UDBE Compliance						
Task B.2.7 Track Buy America Requirements						
Task B.2.8 Review Change Orders						
Task B.2.9 Review Certified Payroll						
<b>Task B.3 Quality Control</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>
Task B.3.1 Peer Reviews						
Task B.3.2 Senior Reviews						
Task B.3.3 WSDOT Construction Documentation Review						
<b>Task B.4 Construction Inspection</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>
Task B.4.1 Pre-Construction Photos						
Task B.4.2 Inspect Work Products						
Task B.4.3 Inspect Materials						
Task B.4.4 Inspect Equipment						
Task B.4.5 Act as Daily Point of Contact						
Task B.4.6 Track Bid Item Quantities						
Task B.4.7 Review and Approve Force Account						
Task B.4.8 Coordinate and Schedule Materials Testing						
Task B.4.9 Prepare Inspection Records and Reports						
Task B.4.10 Complete UDBE On-Site Reviews						
<b>Task B.5 Project Closeout</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>
Task B.5.1 Conduct Final Inspection						
Task B.5.2 Monitor Completion of Punch List						
Task B.5.3 Review Affidavits of Wages Paid						
Task B.5.4 Review Final Contract Voucher						
Task B.5.5 Review the Materials Certification						
Task B.5.6 Review Project Closeout Documentation						
Task B.5.7 Deliver Project Construction Files to City						
<b>Task C Materials Testing</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>
<b>Labor Estimate</b>	<b>4</b>	<b>20</b>	<b>16</b>	<b>6</b>	<b>46</b>	<b>7,239</b>

Exhibit C City of Marysville 2019 Citywide HSIP						6/4/2020
<b>Reichhardt and Ebe Engineering - Fee Estimate</b>						
<b>LABOR - NEGOTIATED HOURLY RATE (NHR)</b>						
Classification	Hours	x	Rate	=	Cost	
E-7	17	x	\$ 158.36	=	\$ 2,692.15	
T-7	383	x	\$ 122.13	=	\$ 46,774.47	
T-4	204	x	\$ 76.50	=	\$ 15,605.36	
C-4	4	x	\$ 67.10	=	\$ 268.41	
Total Hours =	608				<b>Total Labor</b>	<b>65,340</b>
<b>REIMBURABLES</b>						
Mileage	0	x	\$ 0.58	=	\$ -	
Miscellaneous	1	x	\$ 250.00	=	\$ 250.00	
					<b>Total Expenses</b>	<b>250</b>
<b>SUBCONSULTANT COST</b>						
						-
						-
					<b>Total Subconsultants</b>	<b>-</b>
<b>SUBTOTAL (LABOR + REIMBURSEABLES + SUBCONSULTANTS)</b>						
					<b>Subtotal</b>	<b>65,590</b>
<b>MANAGEMENT RESERVE FUND</b>						
Subtotal	\$ 65,590.39	x	0.00%		<b>MRF</b>	-
<b>TOTAL AMOUNT NOT TO EXCEED</b>						
					<b>Grand Total</b>	<b>65,590</b>

Exhibit C City of Marysville 2019 Citywide HSIP					Labor Hours		6/4/2020
Reichhardt and Ebe Engineering - Fee Schedule	E-7 Sr. Engr. Nathan	T-7 JE Gary	T-4 MS Barb	C-4 JB Cheryl	Task Hrs	Task Cost	
	\$ 158.36	\$ 122.13	\$ 76.50	\$ 67.10			
<b>Anticipate Work Elements Task(s)</b>							
<b>Task A - Project Management</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	
Task A.1 Project Management and Administration							
<b>Task B.1 - Construction Administration and Inspection</b>	<b>2</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>12</b>	<b>1,447</b>	
Task B.1.0 - Pre-Construction Activities							
Task B.1.1 - Contract Document Review	2	8	2				
<b>Task B.2 Project Management and Construction Administration</b>	<b>6</b>	<b>22</b>	<b>160</b>	<b>0</b>	<b>188</b>	<b>15,876</b>	
Task B.2.1 Meetings							
Task B.2.1.1 Meetings		2	2				
Task B.2.1.2 Meetings		10					
Task B.2.1.3 Meetings	2	4	2				
Task B.2.2 Format ROM			2				
Task B.2.3 Track Submittals			40				
Task B.2.4 Document Materials Testing Compliance			40				
Task B.2.5 Coordinate Special WSDOT Inspections			4				
Task B.2.6 EEO and UDBE Compliance		2	10				
Task B.2.7 Track Buy America Requirements		2	10				
Task B.2.8 Review Change Orders			10				
Task B.2.9 Review Certified Payroll	4	2	40				
<b>Task B.3 Quality Control</b>	<b>6</b>	<b>5</b>	<b>10</b>	<b>0</b>	<b>21</b>	<b>2,326</b>	
Task B.3.1 Peer Reviews	2						
Task B.3.2 Senior Reviews	2						
Task B.3.3 WSDOT Construction Documentation Review	2	5	10				
<b>Task B.4 Construction Inspection</b>	<b>0</b>	<b>342</b>	<b>20</b>	<b>0</b>	<b>362</b>	<b>43,297</b>	
Task B.4.1 Pre-Construction Photos		2					
Task B.4.2 Inspect Work Products		125					
Task B.4.3 Inspect Materials		30					
Task B.4.4 Inspect Equipment		10					
Task B.4.5 Act as Daily Point of Contact		45					
Task B.4.6 Track Bid Item Quantities		45					
Task B.4.7 Review and Approve Force Account		20	20				
Task B.4.8 Coordinate and Schedule Materials Testing		10					
Task B.4.9 Prepare Inspection Records and Reports		45					
Task B.4.10 Complete UDBE On-Site Reviews		10					
<b>Task B.5 Project Closeout</b>	<b>3</b>	<b>6</b>	<b>12</b>	<b>4</b>	<b>25</b>	<b>2,394</b>	
Task B.5.1 Conduct Final Inspection		2					
Task B.5.2 Monitor Completion of Punch List		2					
Task B.5.3 Review Affidavits of Wages Paid			4				
Task B.5.4 Review Final Contract Voucher	2		2				
Task B.5.5 Review the Materials Certification	1	2	2				
Task B.5.6 Review Project Closeout Documentation			2				
Task B.5.7 Deliver Project Construction Files to City			2	4			
<b>Task C Materials Testing</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	
<b>Labor Estimate</b>	<b>17</b>	<b>383</b>	<b>204</b>	<b>4</b>	<b>608</b>	<b>65,340</b>	

# *Index #10*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Project Acceptance – 2020 Biosolids Removal and Reuse Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Adam Benton, Project Engineer	<i>KB for KN</i>
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Notice of Physical Completion Letter	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
402305594.563000, S2001	N/A
<b>SUMMARY:</b>	

The 2020 Biosolids Removal and Reuse Project allowed for onsite dredging, screening and dewatering of 15,100 dry tons of biosolids from the City’s Wastewater Treatment Plant (WWTP) lagoons. The project also included the hauling and land application of the dewatered and screened biosolids at a Department of Ecology (DOE) permitted Beneficial Use Facility.

City Council awarded the project to American Process Group, Inc. on April 13<sup>th</sup>, 2020 in the amount of \$8,397,697.00 including a management reserve of \$419,884.85. During the course of the project, two change orders were approved as follows: Change Order No. 1 (Management Reserve) – Pond 7 vegetation removal using an aquatic excavator and hauling of previously harvested biosolids and vegetation. First Amendment/Change Order No. 2 (Council Approved) – Removal of an additional 2,714 dry tons of biosolids from cells 7, 8, 9 and 10.

The total authorized amount as approved by Council for the project is \$10,101,157.60. The project was completed at a cost of \$9,879,965.76, which was \$221,191.84 or 2.19% below the revised total allocation.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor accept the 2020 Biosolids Removal and Reuse Project, starting the 60-day lien filing period for project closeout.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to accept the 2020 Biosolids Removal and Reuse Project, starting the 60-day lien filing period for project closeout.



**MARYSVILLE**  
**PUBLIC WORKS**

November 5, 2020

American Process Group  
Attn: John Prince  
946 Boulder Blvd.  
Stony Plain, AB T7Z 0E6

Dear John,

In accordance with Section 1-08.4 of the Special Provisions, this project was considered physically complete as of Sunday, November 1<sup>st</sup>, 2020. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

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

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

It has been a pleasure working with American Process Group on this project. I look forward to working with you in the future.

Adam Benton  
Project Engineer

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270


# *Index #11*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Highway Safety Improvement Program (HSIP) Projects – 3 <sup>rd</sup> to 80 <sup>th</sup> Street Supplemental Agreement No. 7 to the Professional Services Agreement with KPG	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Patrick Gruenhagen, Project Manager	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 7	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1302	\$40,719.11
<b>SUMMARY:</b>	
<p>The City contracted with KPG, Inc. on September 9, 2013 to provide professional engineering design services for a series of transportation improvement projects that received grant funding through the Federal Highway Administration’s “<i>Highway Safety Improvement Program.</i>” (HSIP). Project highlights include:</p> <ul style="list-style-type: none"> <li>• Replacement of an antiquated signal system at 80th Street NE/State Ave, including the redesign of the intersection to provide for dual ADA ramps at all corners and proper spacing between pedestrian push button installations.</li> <li>• Refinement of signal operations and phasing on State Avenue at 3rd, 4th, 6th, 8th and 76th, incorporating new signal heads where warranted, 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.</li> </ul> <p>Design for the project is now complete and under final WSDOT review. Right-of-way acquisition for the project is now also complete — setting the stage for the City to advertise the project for construction just after the first of the year.</p> <p>The City’s agreement with KPG presently has an expiration date of December 31, 2020, but contemplates future extension of KPG’s project support into the construction phase. The attached Supplement Agreement No. 7 provides for this, allowing KPG to remain an active partner to the City during this next phase of the project — extending the agreement end date to December 31, 2021 and allowing the design team to remain on board for the purposes of providing support during the bid, evaluating change order proposals, reviewing technical submittals, and responding to contractor requests for information. (RFIs)</p>	
<b>RECOMMENDED ACTION:</b>	
Staff recommends that Council authorize the Mayor to sign and execute the attached Supplemental Agreement No. 7 to the City’s Professional Services Agreement with KPG, Inc., extending the agreement end date to December 31, 2021 and authorizing \$40,719.11 in additional funds to provide for design support during the construction phase of the project.	
<b>RECOMMENDED MOTION:</b>	
I move to authorize the Mayor to sign and execute Supplemental Agreement No. 7.	



<b>Supplemental Agreement Number</b> <u>7</u>		Organization and Address	
Original Agreement Number R-1302		KPG, Inc. 2502 Jefferson Ave. Tacoma, WA 98402 Phone: (253) 627-0720	
Project Number HSIP-2691 (005)	Execution Date	Completion Date December 31, 2021	
Project Title State Avenue - 3rd St. to 80th St. NE HSIP Improvements	New Maximum Amount Payable \$281,599.94		
Description of Work The scope of work will allow for design support services during construction - including independent review and pricing of contractor change order proposals; preparation of change order exhibits; review of technical submittals; assistance with formulation of responses to contractor requests for information (RFIs); and technical support during the bidding phase.			

The Local Agency of City of Marysville

desires to supplement the agreement entered in to with KPG, Inc.

and executed on September 9, 2013 and identified as Agreement No. R-1302

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

The work includes independent pricing of contractor change order proposals; preparation of change order exhibits; review of technical submittals; assistance with the crafting of responses to contractor questions (RFIs); and technical support during the bidding phase, as further described in attached Exhibit B.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All work shall be completed by December 31, 2021.

**III**

Section V, PAYMENT, shall be amended as follows:

The Maximum Amount Payable under the Agreement shall be increased to \$281,599.94, inclusive of \$40,719.11 for the services being added under this Supplemental Agreement No. 7.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Nelson Davis, President, KPG, Inc.

By: Jon Nehring, Mayor, City of Marysville

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

Exhibit "A"  
Summary of Payments

	Basic Agreement	Supplement # 1	Supplement # 2	Supplement # 3	Supplement # 4	Supplement # 5	Supplement # 6	Supplement # 7	Total
Direct Salary Cost	\$52,412.65	\$0.00	\$6,236.46	\$0.00	\$5,481.20	\$0.00	\$0.00	\$14,309.50	\$78,439.81
Overhead (Including Payroll Additives)	\$76,407.16	\$0.00	\$7,351.54	\$0.00	\$8,040.92	\$0.00	\$0.00	\$22,116.76	\$113,916.38
Direct Non-Salary Costs	\$65,311.80	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,711.80
Fixed Fee	\$15,723.80	\$0.00	\$1,870.94	\$0.00	\$1,644.36	\$0.00	\$0.00	\$4,292.85	\$23,531.95
<b>Total</b>	<b>\$209,855.41</b>	<b>\$0.00</b>	<b>\$15,858.94</b>	<b>\$0.00</b>	<b>\$15,166.48</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,719.11</b>	<b>\$281,599.94</b>

## EXHIBIT B

### City of Marysville HSIP Projects

#### KPG – Supplement #7

#### Scope of Work November 19, 2020

Additional work has been requested to finalize bid documents, provide bid phase services and provide on-call engineering support during construction.

Additional Work Elements Include:

#### Work Element 10 Finalize Bid Documents

- 10.1 This work was included as part of the original contract, however project completion date was extended and changes to existing conditions required additional work to complete the 90% Submittal that used the remaining project budget for that task. The work required to complete final bid documents will include addressing the City's 100% plan and specification comments and addressing WSDOT submittal comments.
- 10.2 The Consultant shall provide Bid Phase services that include: responding to Contractor's questions, preparing bid addendums, and preparing conformed documents for construction.

#### Deliverables:

*Items to be provided by the Consultant:*

- preparation of bid documents
- responses to bidder questions and addendums to bid documents

#### Work Element 11 Construction Support Services

- 11.1 Prepare for and attend pre-construction conference with the City, Contractor, and affected utilities. Meeting arrangements will be by the City.
- 11.2 The Consultant shall provide the on-call field support to the City for the duration of construction. The level of effort for field support time is estimated at 2 site visits.
- 11.3 The Consultant shall review material submittals and RFI's provided by the Contractor as requested by the City. Only Submittal reviews pertaining to signals and wall installation shall be reviewed by the Consultant. All other submittals shall be reviewed by the Construction Services Team.

- 11.4 The Consultant shall review change conditions as they arise and make recommendation to the City for field changes/change orders.
- 11.5 Prepare Record Drawings for the project based on redline drawings provided by the City/Contractor.

**Deliverables:**

*Items to be provided by the Consultant:*

- Submittal and RFI responses
- Documentation from site meetings, change conditions, and field directives.
- Field Directive and Change order graphics
- Full size Record Drawings (PDF and CADD versions)

**Management Reserve**

Management reserve will be used to address potential unforeseen design changes, construction support and/or survey needs as mutually agreed upon by the City and the Consultant. No work will be billed to this task without prior authorization from the City. A fee estimate will be developed at the time the work is requested.

# *Index #12*

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

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Centennial Trail Connector – Department of Commerce Grant Funding Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Woods, Project Engineer	<i>kw for kn</i>
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Department of Commerce Grant Funding Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000, P1601	N/A
<b>SUMMARY:</b>	

The City received \$642,000 in State capital funds towards the construction of the Centennial Trail Connector. Since this is a State funded project, the funds are administered through the Department of Commerce (Commerce), and a grant agreement between the City and Commerce is required in order to obligate those funds. The agreement ensures that State funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. Commerce assumes an administrative fee of 3% or \$19,260 off the top, resulting in a net amount of \$622,740 for the City.

The total estimated breakdown of construction cost with City, WSDOT and Commerce funds is provided below:

WSDOT	\$462,500.00
Department of Commerce	\$622,740.00
City of Marysville	\$550,553.00

**Estimated Construction Cost      \$1,635,593.00**

**RECOMMENDED ACTION:** Staff recommends that Council authorize the Mayor to sign the attached Department of Commerce Grant Funding Agreement, thereby securing construction funding for the Centennial Trail Project.

**PROPOSED MOTION:** I move to authorize the Mayor to sign and execute the Department of Commerce Grant Funding Agreement.



**Grant to**

City of Marysville

through

The Local and Community Projects Program

**DRAFT**

**For**

Centennial Trail Connector Project

**Start date:** 1/19/2018



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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;  
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Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit

<b>1. GRANTEE</b> City of Marysville 80 Columbia Avenue Marysville, Washington 98270		<b>2. GRANTEE Doing Business As (optional)</b>	
<b>3. Grantee Representative</b> Suzanne Soule (360) 363-8122 ssoule@marysvillewa.gov		<b>4. COMMERCE Representative</b> Emily Hafford Project Manager (360) 764-0118 Fax 360-586-5880 emily.hafford@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Grant Amount</b> \$622,740.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 1/19/2018	<b>8. End Date</b> 6/30/2021
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency</b> N/A	<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> 91-6001459	<b>11. SWV #</b> SWV0000432	<b>12. UBI #</b> 314000001	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> The outcome of this performance-based contract is for the construction of the Centennial Trail Connector, as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
<b>FOR GRANTEE</b>		<b>FOR COMMERCE</b>	
_____ Jon Nehring, Mayor, City of Marysville		_____ Mark K. Barkley, Assistant Director	
_____ Date		_____ Date	
		<b>APPROVED AS TO FORM</b>  _____ _____ Date	

DRAFT

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Marysville (a unit of local government hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 2, Section 1016, as amended by Chapter 298, Section 1004, made an appropriation to support the Local and Community Projects Program, and a reappropriation in Laws of 2019, Chapter 413, Section 1024, and a reappropriation in Laws of 2020, Chapter 356, Section 6002, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$622,740.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS  
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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

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**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

**9. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**10. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

**SPECIAL TERMS AND CONDITIONS  
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The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work



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- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**12. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

**14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision) of the General Terms and Conditions.

**15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision) of the General Terms and Conditions.

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**16. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the

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GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2021 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

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**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**5. AMENDMENTS**

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

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**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

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

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** “Confidential Information” as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as “confidential” by COMMERCE;
  2. All material produced by the GRANTEE that is designated as “confidential” by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified

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individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

## **13. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**14. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**15. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**16. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**17. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**18. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount



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owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**19. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**20. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**21. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**23. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**24. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**25. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**26. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**27. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**28. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**29. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all

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reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**30. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**31. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**32. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**33. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**34. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**35. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**36. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to

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take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**38. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**39. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**40. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### Scope of Work

Funds awarded under this grant shall be used for capital expenditures related to the construction of the Centennial Trail Connector, located in Snohomish County.

Construction will include, but not be limited to, a 12-foot wide multi-use trail that will extend approximately 1.5 miles, beginning at 48-4-17.09°N -122-7-2.78°W and ending at 48-4-48.37°N - 122-6-41.50°W.

When complete, the trail extension will link the Bayview Trail and the Centennial Trail providing its users with a safe and scenic recreational trail.

This project is expected to be completed in August, 2021.

**DRAFT**

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

#### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Budget**

<b>Line Item</b>	<b>Amount</b>
Architecture & Engineering	\$0.00
Site Acquisition	\$0.00
Construction	\$1,635,593.00
Capitalized Equipment	\$0.00
Construction Management	\$0.00
Other	\$0.00
<b>Total Contracted Amount:</b>	<b>\$1,635,593.00</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

**DRAFT**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of the Availability of Funds to Complete the Project**

<b>Non-State Funds</b>	<b>Amount</b>	<b>Total</b>
City of Marysville	\$550,353.00	
<b>Total Non-State Funds</b>	\$550,353.00	\$550,353.00
<b>State Funds</b>		
State Capital Budget	\$622,740.00	
WDOT	\$462,500.00	
<b>Total State Funds</b>		\$1,085,240.00
<b>Total Non-State and State Sources</b>		<b>\$1,635,593.00</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

**DRAFT**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of January 19, 2018, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

**DRAFT**

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of Intent to Enter the  
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Not Applica

# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Centennial Trail Connector – WSDOT Construction Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Woods, Project Engineer	<i>W for KN</i>
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
WSDOT Construction Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000, P1601	N/A
<b>SUMMARY:</b>	

The Centennial Trail Connector project proposes to extend the existing Bayview Trail to the Centennial Trail. As part of this project, the trail will cross through WSDOT owned property in the vicinity of State Route 9. In accordance with the WSDOT’s permitting requirements, the City is obligated to acquire a construction agreement from WSDOT in order to perform work within State highway right-of-way. The City has already secured a necessary lease agreement and mitigated for impacts associated construction of the trail within WSDOT’s right-of-way.

**RECOMMENDED ACTION:** Staff recommends that Council authorize the Mayor to sign and execute the enclosed Construction Agreement with WSDOT.

**PROPOSED MOTION:** I move to authorize the Mayor to sign and execute the Construction Agreement with WSDOT.

<h2>Construction Agreement</h2> <p>Construction by Local Agency on State Highway Right of Way at Local Agency Expense</p>			<p><b>Local Agency</b> City of Marysville</p> <p>Contact Name Kyle Woods</p> <p>Title Project Engineer</p> <p>Address 80 Columbia Avenue Marysville, WA 98270</p> <p>Phone 425-344-1505</p> <p>Email kwoods@marysvillewa.gov</p>
Agreement Number			Project Title
<b>GCB 3380</b>			Centennial Trail Connector
State Route Number	Mile Post	Control Section	Description of Improvements
9	21.11		
Exhibits Attached			<p>This City project connects Bayview Trail with Centennial Trail.</p> <p>A Trail Lease is also being issued, the Trail Lease number is TR-01-14228</p> <p>Tree Mitigation Permit GCB 3412 is being issued in conjunction with this permit.</p>
Exhibit A: Special Provisions			
Exhibit B: WSDOT ROW Plan-Pgs. 1 thru 2			
Exhibit C: Trail Plans Pgs. 1 thru 2			
Exhibit D:			
Exhibit E:			
Exhibit F:			

This Agreement is entered into between the Washington State Department of Transportation (WSDOT) and the above named governmental entity (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties."

### Recitals

1. The Agency wishes to construct certain improvements on state highway right of way located within (a) a county, (b) a state limited access facility inside city limits, or (c) on areas under state jurisdiction within city streets that form part of the state highway system, hereinafter referred to as "Improvements."
2. WSDOT is willing to authorize the Agency to construct the Improvements subject to the terms and conditions identified in this Agreement.
3. In addition to the provisions below, construction, maintenance, and/or operation of the Improvements are subject to the Special Provisions, attached as Exhibit A, which set forth Agency and Improvements requirements specific to the type of state highway facility on which the Improvements will be constructed.

Now, Therefore, pursuant to RCW 47.28.140, RCW 47.24.020, and/or chapter 39.34 RCW, the above recitals, which are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and in the Exhibits attached hereto and hereby made a part of this Agreement,

It Is Mutually Agreed as Follows:

#### 1.0 Purpose of Agreement

The Agency provided WSDOT with its Plans and Specifications for the proposed Improvements, and WSDOT has reviewed and agreed with the plans and specifications, unless otherwise modified pursuant to the terms of this Agreement. The Agency agrees to and shall construct, operate and/or maintain the Improvements in accordance with the terms of this Agreement.

## **2.0 Right of Entry**

### **2.1 Agency**

Subject to the terms of this Agreement, WSDOT hereby grants to the Agency, its authorized agents, contractors, subcontractors, and employees, a right of entry upon state-owned highway right of way or upon state highway right of way under WSDOT jurisdiction, onto which access is necessary to construct, operate and/or maintain the Improvements.

If WSDOT has approved any limited access breaks for the Improvements, the Agency shall comply with the terms and conditions of such approval.

### **2.2 WSDOT**

The Agency hereby grants to WSDOT, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all Agency-owned property necessary for WSDOT's design review, inspection, and, as applicable, maintenance and/or operation of the Improvements as provided in Section 6, below.

## **3.0 Construction**

### **3.1 Documents on Site**

Copies of this Agreement shall be kept at the Agency's project office and by the Agency or its contractor at the construction site. The Agreement shall be shown, upon request, to any state representative or law enforcement officer.

### **3.2 Pre-Construction Conference**

Prior to the beginning of construction, a preconstruction conference shall be held at which WSDOT, the Agency, and the Agency's contractor (if applicable) shall be present. The Agency shall give a minimum of five (5) working days notice to WSDOT's construction representative prior to holding the pre-construction conference. Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

### **3.3 Construction of Improvements**

3.3.1 The Agency shall construct the Improvements as shown on the attached Exhibits at the Agency's expense; WSDOT shall not be required to contribute to the Improvements construction. Any proposed changes to the Improvements' plans or specifications previously approved by WSDOT require further WSDOT review and prior written approval before implementing the changes.

3.3.2 The Agency agrees and shall construct the Improvements to the satisfaction of WSDOT. All material and workmanship shall conform to the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to WSDOT inspection. The parties agree that WSDOT inspections and acceptances regarding the Improvements are solely for the benefit of WSDOT and not for the benefit of the Agency, the Agency's contractor (if any), or any third party.

3.3.3 No excavation shall be made or obstacle placed within the limits of the state-owned, or under state jurisdiction, highway right of way in such a manner as to interfere with the construction of, operation of, maintenance of and/or travel over the state highway, unless the Agency obtains WSDOT's prior written authorization.

### **3.4 Construction Schedule**

In addition to the requirements in Section 3.2, WSDOT may, at any time, request a construction schedule or updates thereto from the Agency, showing critical dates and activities that will lead to the timely completion of the Improvements. The Agency shall notify WSDOT's construction representative of any changes to the construction schedule at least three (3) working days prior to implementation. Working days are defined in Section 3.2.

### **3.5 Local Agency Representative**

Should the Agency choose to perform the work outlined herein with other than its own forces, an Agency representative shall be present on-site at all times during performance of the work, unless otherwise agreed to by WSDOT. Where the Agency chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Should the Agency

fail to comply with this section, WSDOT, in its sole discretion, may restrict any further Agency work within state highway right of way until the requirements of this section are met. All contact between WSDOT and the Agency's contractor shall be through an authorized representative of the Agency.

### 3.6 Supervision of Work

The Agency, at its own expense, shall adequately police and supervise construction of the Improvements by itself, its contractor, subcontractor, or agent, and others, so as not to endanger or injure any person or property. The Agency's responsibility for the proper performance, safe conduct, and adequate policing and supervision of the work shall not be lessened or otherwise affected by WSDOT's review and concurrence with the Agency's plans, specifications, or work, or by WSDOT's construction representative's presence at the work site to assist in determining that the work and materials meet this Agreement's requirements.

### 3.7 Required Permits

The Agency shall obtain all necessary Federal, State, and Local Permits including, but not limited to, permits required by the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the National Environmental Policy Act (NEPA) prior to beginning construction.

### 3.8 Compliance with Clear Zone Guidelines

The Agency hereby certifies that the Improvements described in this Agreement are in compliance with the WSDOT's Clear Zone Guidelines as specified within WSDOT's Utilities Manual (publication M 22-87.01). If applicable, for Improvements constructed within the Agency's city streets that form part of the state highway system, the Agency may apply its own clear zone guidelines in lieu of WSDOT's guidelines.

### 3.9 Protection of Property

Unless authorized by WSDOT or other affected property owner in writing, the Agency shall assure that all public and private property, including but not limited to signal equipment, signs, guide markers, lane markers, and utilities, are not damaged, destroyed, or removed. If any such property is damaged, destroyed, or removed without prior written authorization, the Agency shall notify WSDOT's construction representative within eight (8) hours of such damage, destruction or removal.

The Agency shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to WSDOT's sole satisfaction.

The Agency shall not disturb, remove, or destroy any existing Survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The Agency agrees that resetting Survey Monuments shall be done by or under the direct supervision of a Licensed Professional Land Surveyor.

A listing of Survey Monuments can be found at WSDOT's Geographic Services Office Website: (<http://www.wsdot.wa.gov/monument/searchBroad.aspx>).

### 3.10 Cultural Resources

If any archaeological or historical resources are revealed in the work vicinity, the Agency shall immediately **stop** work, notify WSDOT's construction representative and retain a US Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to WSDOT regarding the continuance of the work.

### 3.11 Clean Up

Upon completion of the work, the Agency shall immediately remove all rubbish and debris and shall leave the state highway right of way neat and presentable to WSDOT's sole satisfaction. Agency agrees to take corrective action if directed by WSDOT.

### **3.12 Failure to Complete Project**

Should for any reason, the Agency decide not to complete the Improvements in a timely manner after construction has begun, WSDOT shall determine what work must be completed to restore WSDOT facilities and right-of-way to a condition and configuration that is safe for public use. If the Agency or its contractor is not able to restore WSDOT facilities and right-of way, WSDOT may perform or contract to perform, the restoration work at the Agency's sole expense. The Agency agrees that all costs associated with Agreement termination, including engineering, completing WSDOT facility and right-of way restoration, and contractor claims will be the sole responsibility of the Agency.

This section shall survive Agreement termination.

## **4.0 Acceptance of Improvements**

### **4.1 Final Inspection**

The Agency shall notify WSDOT, in writing, of its completion of the Improvements within five (5) working days, as defined in section 3.2, of such completion. The Agency shall include in the written notice a proposed date on which to meet with WSDOT for the purpose of conducting a final inspection of the Improvements.

WSDOT will not make its final inspection of the Improvements until all Agency construction work required under this Agreement has been completed.

### **4.2 WSDOT's Acceptance**

4.2.1 WSDOT will provide the Agency with a Letter of Acceptance for the Improvements after the following items have been completed:

- (a) Satisfactory completion of the Improvements and all Agency obligations hereunder;
- (b) Final inspection of the Improvements;
- (c) Submittal by the Agency to WSDOT of a complete set of as-built plans for the Improvements;
- (d) Receipt of material acceptance documentation by WSDOT (if required under the Special Provisions hereto); and
- (e) Final payment pursuant to Section 7.

The Letter of Acceptance shall not waive any potential claims against the Agency or its contractor for defective work or materials, nor bar WSDOT from requiring the Agency to remedy any and all work deficiencies not identified by WSDOT during its inspection.

4.2.2 WSDOT may withhold acceptance of the Improvements by submitting written notification, including the reason(s) for withholding acceptance, to the Agency, within thirty (30) calendar days following the final inspection. The parties shall work together in good faith to resolve the outstanding issues identified in WSDOT's written notification. If any issues cannot be resolved within forty five (45) calendar days after WSDOT's notification, the parties mutually agree to seek resolution of the issues through the process described in Section 8.7.

4.2.3 Upon resolution of the outstanding issues, WSDOT will deliver the Letter of Acceptance to the Agency.

4.2.4 The Agency shall continue to be responsible for all actual direct and related indirect costs to WSDOT, including inspection and monitoring, until the disputed issue(s) has been resolved and a Letter of Acceptance has been issued.

## **5.0 Insurance and Indemnification**

### **5.1 Insurance**

The Agency must provide proof of the following insurance coverage prior to performing any work within state highway right of way:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability; this coverage may be any combination of primary, umbrella and/or excess coverage affording total liability limits of not less than \$3 million per occurrence/\$3 million general aggregate;



- b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability; this coverage may be any combination of primary, umbrella and/or excess coverage affording total liability limits of not less than \$1 million per accident;
- c) Employers Liability (Stop Gap) insurance covering the risks of Agency's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation (WSDOT) as an additional insured on all general liability, automobile liability, employers' liability, and excess policies, using form CG 2010 11 85 or similar endorsement approved in advance by WSDOT. The additional insured coverage afforded shall be "primary and non-contributory" with respect to any other coverage which may be available to WSDOT. All coverages afforded to WSDOT as an additional insured shall also contain a waiver of subrogation endorsement made in favor of WSDOT. The Agency may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Agency must provide WSDOT with adequate documentation of self insurance prior to performing any work within state highway right of way. Should the Agency no longer benefit from a program of self-insurance, the Agency agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

## 5.2 Indemnification

The Agency, its successors and assigns, agree to indemnify, defend, and hold harmless the State of Washington and its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that: (1) arise out of or are incident to any acts or omissions by the Agency, its agents, contractors, and/or employees, in the use of the state highway right of way as authorized by the terms of this Agreement, or (2) are caused by the breach of any of the conditions of this Agreement by the Agency, its contractors, agents, and/or employees. The Agency, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington and its officers and employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the sole acts or omissions of the State of Washington, its officers and employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and employees and (b) the Agency, its agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the concurrent acts or omissions of the State of Washington, its officers and employees and the Agency, its agents, contractors, and/or employees.

The Agency agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction, operation and/or maintenance of the Improvements under this Agreement. For this purpose, the Agency, by mutual negotiation, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

This indemnification and waiver shall survive the termination of this Agreement.

## 6.0 Maintenance

### 6.1 General Maintenance Responsibilities

Unless otherwise agreed to pursuant to a separate written agreement between WSDOT and Agency, upon completion of the Improvements authorized herein, all future operation and maintenance of the Improvements shall be in accordance with each party's ownership and/or jurisdictional responsibilities as follows:

- a) For Improvements on state-owned highway right of way located within unincorporated county limits and/or within any limited access highway rights of way: WSDOT has sole ownership, operation and maintenance responsibilities for the Improvements.

b) For Improvements located inside city limits within managed access highway rights of way: Ownership, operation and maintenance responsibilities shall be apportioned between the city and WSDOT pursuant to chapter 47.24 RCW and the City Streets as Part of State Highways Guidelines developed between the Association of Washington Cities and WSDOT, as may be revised from time to time.

## **6.2 Emergency Work by WSDOT**

If WSDOT determines in good faith that emergency work to any Improvements to be maintained by the Agency, as provided in Section 6.1(b) hereunder, is immediately needed to protect (a) any aspect of the state highway, or (b) to secure the safety of the traveling public, as a result of a failure of the Agency's Improvements, such work may be performed by WSDOT without prior approval of the Agency, and the Agency agrees to pay WSDOT's reasonable cost and expense for performing the work. The Agency will be notified of the emergency work and the necessity for it at WSDOT's earliest opportunity. WSDOT shall provide to the Agency a detailed invoice for such emergency work, and the Agency agrees to make payment within thirty (30) calendar days of the date of the invoice.

The terms of this section shall survive the termination of this Agreement.

## **7.0 Payment**

### **7.1 Reimbursable Costs**

The Agency shall reimburse WSDOT for all actual direct and related indirect costs incurred by WSDOT under this Agreement. Such costs include, but are not limited to, agreement preparation, plan review, including review of proposed revisions to plans and specifications contained in the Exhibits, construction inspection, and administrative overhead.

### **7.2 Invoices**

WSDOT shall provide detailed invoices to the Agency for WSDOT-performed work as required under this Agreement. The Agency agrees to make payment within thirty (30) calendar days from the date of a WSDOT invoice. The Agency agrees that if it does not make payment within thirty (30) calendar days after the date of a WSDOT invoice, the invoice amount shall bear interest at the rate of one percent per month or fraction thereof until paid.

## **8.0 Miscellaneous Terms**

### **8.1 Failure to Comply with Terms and Conditions**

Any breach of the terms and conditions of this Agreement, or failure on the part of the Agency to proceed with due diligence and in good faith in the construction and maintenance of the Improvements provided for herein, shall subject this Agreement to be terminated, and WSDOT, in its sole discretion, may require the Agency to remove all or part of the Improvements constructed hereunder at the Agency's sole expense. If the Agency fails to effect such removal of its Improvements, the removal may be performed by WSDOT without prior approval of the Agency, and the Agency agrees to pay WSDOT's reasonable cost and expense for performing the work. WSDOT shall provide to the Agency a detailed invoice for such removal work, and the Agency agrees to make payment within thirty (30) calendar days of the date of the invoice pursuant to Section 7.

### **8.2 Term of Agreement**

Should the Agency not begin construction within eighteen (18) months after the date of execution, the Agreement shall automatically terminate, unless WSDOT, in its sole discretion, grants a time extension. As part of any time extension granted by WSDOT, the Plans and Specifications attached hereto must be revised to meet WSDOT's most current design and construction standards. If this Agreement is terminated, the Agency may be required to repeat the entire application, review, and approval process in WSDOT's sole discretion.

Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed by the parties and shall continue until the Improvements are accepted by WSDOT pursuant to Section 3 or as otherwise provided herein.

### **8.3 Assignment of Agreement**

No assignment or transfer of this Agreement in any manner whatsoever shall be valid, nor vest any rights hereby granted, until WSDOT consents thereto and the assignee accepts all terms of this Agreement.

#### **8.4 Non-Exclusivity**

This Agreement shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting permits or franchise rights; or entering into other Agreements of like or other nature with other public or private companies or individuals, nor shall it prevent WSDOT from using any of its highways, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

#### **8.5 Audit Records**

All Improvement records, including labor, material and equipment records in support of all WSDOT costs shall be maintained by WSDOT for a period of six (6) years from the date of termination of this Agreement. The Agency shall have full access to and right to examine said records during normal business hours and as often as it deems necessary, and should the Agency require copies of any records, it agrees to pay the costs thereof. The parties agree that WSDOT work performed herein is subject to audit by either or both parties and/or their designated representatives and/or state and federal government.

#### **8.6 Modification**

This Agreement may be amended or modified only by the mutual agreement of the parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the parties.

#### **8.7 Disputes**

In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The parties shall equally share in the cost of the third disputes board member; however, each party shall be responsible for its own costs and fees.

#### **8.8 Venue and Attorney's Fees**

In the event that either party to this Agreement deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington Superior Court. Further, the parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

#### **8.9 Independent Contractor**

The Agency shall be deemed an independent contractor for all purposes under this Agreement, and the employees of the Agency or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees or agents of WSDOT.

#### **8.10 Termination of Agreement**

Neither party may terminate this Agreement without the concurrence of the other party, except as otherwise provided under Section 8.2. Termination shall be in writing and signed by both parties. If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency shall reimburse WSDOT for its actual direct and related indirect expenses and costs incurred up to the date of termination. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

In Witness Whereof, the parties hereto have executed this Agreement as of the party's date last signed below.

Requesting Entity	Washington State Department of Transportation
Signature: _____  By: <b>Jon Nehring</b> Print Name  Title: <b>Mayor</b>  Date: _____	Signature: <u><i>Ramin Pazooki</i></u>  By: <b>Ramin Pazooki</b> Print Name  Title: <b>Utilities &amp; Developer Services Manager</b>  Date: <u>9/30/2020</u>

**SPECIAL PROVISIONS for Construction Agreement**

City Projects within Managed Access Areas  
(Cities OVER 27,500 Population)

**Construction Agreement Number: GCB 3380**

**The State and Local Agency Agreement and these Special Provisions apply to all construction items within State jurisdiction and maintenance responsibility only.**

Applicable provisions are denoted by (  )

1. **STATE REPRESENTATIVE.** No work provided for herein shall be performed until the AGENCY is authorized by the following STATE representative:

**Mike Gallop, WSDOT Construction Representative**  
**Northwest Region**  
**Mount Vernon Maintenance Office NB 82-42**  
**4100 Cedardale Road**  
**Mount Vernon, WA 98274**  
**206-940-2736 (cell)**  
[gallopm@wsdot.wa.gov](mailto:gallopm@wsdot.wa.gov)

2. **PLAN CHANGES** (*Applicable to ALL Projects*)

- **AGENCY CHANGE ORDERS / ADDENDAS.** Changes to any Approved Plan affecting STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction must be reviewed and approved by the STATE prior to execution.
- **STATE REQUIRED CHANGES OR CORRECTIONS.** The STATE reserves the right to require changes or corrections due to plan omissions or details not in conformance with the STATE's Standard Specifications, Standard Plans, Design Manual-Design Standards and/or Project Special Provisions.

3. **DELAY TO STATE CONTRACTS.** (*Applicable to ALL Projects*) The AGENCY agrees to schedule and perform the work herein in such a manner as not to delay the STATE's contractor in the performance of any STATE contract in the area. The STATE shall in no way be held liable for any damage to the AGENCY by reason of any such work by the STATE, its agents or representatives, or by the exercise of any rights by the STATE upon roads, streets, public places, or structures in question.

4. **AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.** (*Applicable to ALL New Construction and Alteration Projects*). All public entities are required to follow *the Americans with Disabilities Act of 1990 (ADA)*, regardless of funding sources. Wherever pedestrian facilities are intended to be a part of the transportation facility, federal regulations require that those pedestrian facilities meet ADA guidelines. All new construction or alteration of existing transportation facilities must be designed and constructed to be accessible to and usable by persons with disabilities per Title II of the ADA (28 CFR Part 35.151) and Section 504 regulations (49 CFR Part 27.7(c)).

Neither cost nor schedule are factors in determining whether the ADA standards can be met, nor are they factors in determining the feasibility of complying with the standard. An alteration project must be planned, designed, and constructed so that the required accessibility improvements occur at the same time as the alteration.

The following are not considered Alteration Projects: Spot Pavement Repair, Liquid-Asphalt Sealing, Chip Seal (BST), Crack Sealing, and Lane Restriping that does not alter the usability of the shoulder.

If there is uncertainty as to whether a project meets the definition of an Alteration Project, the STATE's Construction Representative and the AGENCY's Representative shall consult with the STATE's Regional ADA Coordinator.

If a situation is encountered where it may not be possible to fully meet the applicable accessibility requirements during alterations of existing facilities, the STATE's Construction Representative and the AGENCY's Representative shall consult with the STATE's Regional ADA Coordinator in order to develop a workable solution to meet the accessibility requirements to the maximum extent feasible (MEF).

5. **TRAFFIC CONTROL AND PUBLIC SAFETY.**

- **TRAFFIC CONTROL PLANS (TCP's).** During the construction and/or maintenance of this facility, the AGENCY shall submit Traffic Control Plans to the STATE for Review and Approval at least ten (10) days in advance of the time that signing and other traffic control devices will be required. These TCP's shall be in compliance with one of the following:

a The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6; Chapter 6H (<http://mutcd.fhwa.dot.gov/HTM/2003r1/part6/part6h1.htm>) and Washington modifications thereto

b WSDOT Work Zone Traffic Control Guidelines - M54-44 –

(<http://www.wsdot.wa.gov/publications/manuals/fulltext/M54-44/Workzone.pdf>)

- c The WSDOT Standard Plans Manual – M21-01; Section K for Work Zone Traffic Control. (<http://www.wsdot.wa.gov/Design/Standards/Plans.htm#StandardPlans>)
- d Project Specific Traffic Control Plans in accordance with WSDOT Work Zone Traffic Control Guidelines M54-44 - or the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6; Chapter 6H and Washington modifications thereto

- **MODIFICATION OR REVOCATION OF APPROVED TRAFFIC CONTROL PLANS.** The STATE reserves the right to modify or revoke any Traffic Control Plan at any time due to safety and operational problems for the traveling public. All costs and time delays associated with modification or revocation shall be borne by the AGENCY or their contractor.
- **PERMITTED HOURS FOR LANE CLOSURES / STATE NOTIFICATION.** The working hours within STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction for this project are restricted per the Approved Traffic Control Plan(s). Any extension of these hours must be requested in writing and approved prior to construction. Weekend or Holiday (including Canadian Holidays-Skagit & Whatcom Counties) work is not permitted without written permission from the STATE. Five (5) working days notification shall be given to the STATE's Construction Representative prior to any lane closure.
- **SUSPENSION OF TRAFFIC CONTROL OPERATIONS.** The STATE reserves the right to suspend all lane and shoulder closure operations due to unexpected emergencies or impediments to the flow of traffic. All costs associated with this suspension shall be borne by the AGENCY or their contractor.
- **HAZARD PROTECTION.** All hazards to vehicular, pedestrian, and bicycle traffic shall be marked by warning signs, barricades, and lights.
- **STORAGE OF EQUIPMENT AND MATERIALS.** All lanes shall be open and the shoulders shall be clear of construction equipment and materials during non-working hours. The Work Zone Clear Zone (WZCZ) applies during working and non-working hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to pre-existing conditions or permanent work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other Contract or Permit requirements.

During nonworking hours, equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the STATE approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's non-essential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing, and the STATE has provided written approval.

- 6. **TRAFFIC CONTROL SUPERVISOR.** The AGENCY or their Prime Contractor shall employ an individual or individuals to perform the duties of Full-Time Traffic Control Supervisor (TCS), certified by the STATE. The TCS shall be responsible for safe implementation of Approved Traffic Control Plans. The TCS shall be present on the project whenever flagging, spotting, or other traffic control is being utilized. The TCS shall be responsible for having a current set of approved Traffic Control Plans, inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public. Traffic control devices shall be inspected at least once per hour during working hours. The TCS shall correct, or arrange to have corrected, any deficiencies noted during these inspections. The AGENCY or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available upon request of the STATE Representative at other than specified working hours.
- 7. **WORKER VISIBILITY** (*Applicable to Counties and Limited Access in All Cities*)
  - **FLAGGER APPAREL.** Traffic Control Supervisors, Flaggers, Spotters, and others performing Traffic Control Labor of any kind shall comply with the following: 1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ ISEA 107-2010 Class 2 or 3 vest or jacket, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305; and 2. During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low visibility conditions (snow, rain, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107-2010 Class 2 or 3 vest or jacket, high-visibility lower garment meeting ANSI/ISEA 107-2010 Class E, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305.
  - **APPAREL - OTHER CONTRACTOR PERSONNEL.** The AGENCY and/or the Contractor shall require all other personnel in the STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction under their control (including Service Providers, Subcontractors, and lower tier Subcontractors) that are on foot in the work zone and are exposed to vehicle traffic or construction equipment to wear the high-visibility apparel meeting Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2010 publication titled "American National Standard for High Visibility Safety Apparel and Headwear.
- 8. **MATERIALS AND QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)** (*Applicable to ALL Projects*)
  - **MATERIALS AND WORKMANSHIP.** All materials and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by the STATE.

- **APPROVAL OF MATERIALS –**

**REQUEST for APPROVAL of MATERIALS (RAM).** The RAM shall be prepared by the Contractor or Local Agency in accordance with the instructions on Form 350-071 and submitted to the STATE's Construction Representative for approval before the material is incorporated into the work. All material, including proposed Aggregate Sources, shall be listed on the RAM Form. Approval of the material does not constitute acceptance of the material for incorporation into the Work. Additional acceptance actions as noted on the RAM need to be completed prior to the materials being incorporated into the Work. When requesting approval of an item that requires fabrication, both the fabricator and the manufacturer of the base material shall be identified on the RAM.

**QUALIFIED PRODUCTS LIST (QPL).** The most current QPL list available at the time the product is proposed for use shall be used. The QPL submittal shall be prepared by the Contractor or Local Agency in accordance with the instructions in the QPL and submitted to the STATE's Construction Representative prior to use. The QPL identifies the approved products, the applicable Specification Section, and the basis for acceptance at the project level. The acceptance and use of these products is based upon additional job sampling and/or documentation. All additional acceptance actions need to be completed prior to the material being incorporated into the Work. Qualified products not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's expense. If there is a conflict between the QPL and the Contract, the provisions of the Contract shall take precedence over the QPL. The current QPL can be accessed online at [www.wsdot.wa.gov/biz/mats/qpl/qpl.cfm](http://www.wsdot.wa.gov/biz/mats/qpl/qpl.cfm).

**AGGREGATE SOURCE APPROVAL (ASA).** All aggregates proposed for use on the project shall be from Pre-Approved WSDOT Sources. Pre-Approved Sources can be found on the STATE's ASA database which contains results of WSDOT preliminary testing of aggregate sources. The ASA database can be accessed online at the agency website at: [wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm](http://wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm). This database is used by the STATE to indicate the approval status of these aggregate sources for applications that require preliminary testing as defined in the Contract. The ASA 'Aggregate Source Approval Report' identifies the currently approved applications for each aggregate source listed. The acceptance and use of these aggregates is contingent upon additional job sampling and/or documentation. Aggregates approved for applications on the ASA 'Aggregate Source Approval Report' not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's or Local Agency's expense.

- **MATERIALS TESTING/REPORTING OF RESULTS.** All materials testing is to be performed by the AGENCY or an Independent Certified Testing Laboratory of their choice. Copies of all test results shall be submitted to the STATE's Construction Representative prior to beginning the next phase of construction. The STATE reserves the right to verify the test results or to perform the testing.
- **HOT MIX ASPHALT (HMA) DESIGN.** Prior to Paving Operations, the AGENCY shall submit STATE approved HMA Mix Design(s) for use on this project.
- **PAVING OPERATIONS.** NO PAVING OPERATIONS WILL BE PERMITTED WHEN IT IS RAINING or SNOWING. Written permission from the STATE's Construction Representative shall be required if paving operations begin before April 1<sup>st</sup>, or after October 1<sup>st</sup>. Surface temperature and other paving limitations as per the WSDOT Standard Specifications shall be enforced.
- **MATERIAL TRANSFERING DEVICE / VEHICLE.** Direct transfer of HMA from the hauling equipment to the paving machine will not be allowed in the top 0.30 feet of the pavement section of hot mix asphalt (HMA) used in traffic lanes with a depth of 0.08 feet or greater. A material transfer device or vehicle (MTD/V) **shall** be used to deliver the HMA from the hauling equipment to the paving machine. HMA for pre-leveling, pavement repair, or HMA placed in irregularly shaped and minor areas such as road approaches, tapers, and turn lanes are excluded from this requirement. At the Contractor's request, the STATE's Construction Representative **may** approve paving without an MTD/V. The MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the STATE's Construction Representative.
- **ROLLERS.** The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Operation of the roller shall be in accordance with the manufacturer's recommendations. The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, or displacement of the mixture, or other undesirable results shall not be used.
- **JOINT SEALING.** All joints between existing and new pavement; or other cracks requiring repair shall be adequately cleaned and then sealed with PG 67-22 Liquid Asphalt in accordance with the manufacturer's recommendations. Filling shall be controlled to confine the material within the crack or joint. If, in the opinion of the STATE's Construction Representative, the Contractor's method of filling results in an excessive amount of sealant on the pavement surface, filling shall be stopped and the method changed. Any overflow shall be cleaned from the pavement surface.
- **QUALIFICATION of CONCRETE SUPPLIERS.** Concrete Batch Plant Prequalification requires a certification by the National Ready Mix Concrete Association (NRMCA). A copy of that Certificate shall be submitted to the STATE's Construction Representative prior to placement of cement concrete.
- **CONCRETE MIX DESIGN.** Prior to any placement of cement concrete, the AGENCY shall submit STATE approved Mix Design(s) for use on this Project to the STATE's Construction Representative.
- **DRAINAGE STRUCTURES.** Only structures stamped APPROVED by the STATE's Fabrication Inspection Office shall be used on this project.

- 9. UNSUITABLE MATERIALS.** (Applicable to ALL Projects) If determined necessary by the STATE, unsuitable material encountered during any excavation shall be removed and replaced to the satisfaction of the STATE at the AGENCY's expense. The replacement material shall be free-

draining and granular, or other materials as determined by the STATE's Construction Representative in accordance with the Standard Specifications.

10. **EROSION CONTROL / DRAINAGE** (*Applicable to Counties and Limited Access in All Cities*)
- **BEST MANAGEMENT PRACTICES (BMP's)**. During construction of this project, the AGENCY shall comply with the Washington State Department of Transportation Highway Runoff Manual and implement Best Management Practices (BMP's) as detailed in the manual to mitigate erosion and pollution.
  - **WATER DISCHARGES ON THE PROJECT**. All discharges to STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction on this project shall conform to STATE and Local water quality regulations and shall meet WAC 173-201A.
11. **INTERFERENCE TO STATE HIGHWAY DRAINAGE** (*Applicable to Counties and Limited Access in All Cities*) If the work done under this STATE and LOCAL AGENCY Agreement interferes in any way with the drainage of the STATE highway, the AGENCY shall wholly and at its own expense make such provision - as the STATE may direct, to deal with said drainage.
12. **LANDSCAPING ON STATE RIGHT-OF-WAY** (*Applicable to Counties and Limited Access in All Cities*)
- **PLANTINGS**. If the AGENCY desires to plant and/or cultivate any shrubs, trees, hedges, or other domestic or native ornamental growth on the STATE owned highway right-of-way that is more extensive than regular STATE vegetation, the AGENCY shall obtain a Roadside Vegetation Permit (DOT Form 220-018) from the STATE for the maintenance of the plantings.
  - **IRRIGATION SYSTEMS**. If the AGENCY obtains a Roadside Vegetation Permit for Plantings, The AGENCY may be required to obtain additional approval for permanent irrigation systems. The AGENCY shall be responsible for water and electrical costs.
13. **DISTURBANCE OF EXISTING VEGETATION** (*Applicable to Counties and Limited Access in All Cities*) **This Construction Agreement does not give the AGENCY or any agent or contractor, of the AGENCY any rights to cut, spray, retard, remove, destroy, damage, disfigure, or in any way modify the physical condition of any vegetative material located on STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction, except by written permission from the STATE. All restoration shall be done to the satisfaction of the STATE at the sole expense of the AGENCY.**
14. **RIGHT-OF-WAY RESTORATION** (*Applicable to Counties and Limited Access in All Cities*) Upon completion of work, the AGENCY shall remove and dispose of all scraps, brush, timber, materials, etc. off of the STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction. The aesthetics of the highway shall be as it was before work started - or better.
15. **SEVERANCE AND SALE OF TIMBER AND OTHER PERSONALTY — REMOVAL OF NON-MARKETABLE MATERIALS** (*Applicable to Counties and Limited Access in All Cities*) This STATE and LOCAL AGENCY Agreement is subject RCW 47.12.140, and amendments thereto.
16. **MAINTENANCE OF LANDSCAPING** (*Applicable to Cities ONLY*) The AGENCY is responsible for the maintenance of all landscaping beyond the face of the curbs or edge of pavement, and in the median of divided highways.
17. **ILLUMINATION CONSTRUCTION / INSPECTION** (*Applicable to Counties and Limited Access in All Cities*)
- **CONSTRUCTION**. The AGENCY shall assure that the construction of all illumination installed within the STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction meets all requirements of the STATE.
  - **ILLUMINATION DURING CONSTRUCTION**. Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
18. **TRAFFIC SIGNAL CONSTRUCTION / INSPECTION** (*Applicable to City Projects within Limited Access Areas, Projects within Cities < 25,000 Population, and all County Projects*).
- **DESIGN/CONSTRUCTION/INSPECTION**. The AGENCY shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within the STATE Highway right-of-way meets all requirements of the STATE.
  - **TRAFFIC SIGNAL STANDARDS – APPROVAL**. Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans. If the proposed signal standards are not on the STATE's PRE-APPROVED LIST (<http://www.wsdot.wa.gov/eesc/bridge/lightsignalstandards/index.cfm>), Signal Pole Shop Drawings (Electronically, or Seven (7) sets of copies) shall be submitted to the STATE's Construction Representative for transmittal to HQ for approval.
  - **ILLUMINATION DURING CONSTRUCTION**. Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
  - **TEMPORARY VIDEO DETECTION SYSTEM**. If any induction loop is scheduled to be disabled, a temporary video detection system shall be completely installed and made operational prior to any associated induction loop being disabled.
  - **TRAFFIC DETECTION LOOPS**. The Contractor shall notify the Area Traffic Engineer through the STATE's Construction Representative a minimum of five working days in advance of pavement removal or grinding in areas with existing loops.
- All new traffic detection loops shall be installed after grinding or prior to paving the final lift of asphalt unless otherwise approved by the STATE's Construction Representative.



If the STATE's Construction Representative suspects that damage to any loop, not identified in the Plans as being replaced, may have resulted from Contractor's operations or is not operating adequately, the STATE's Construction Representative may order the Contractor to perform the field tests specified in Section 8 20.3(14)D. The test results shall be recorded and submitted to the STATE's Construction Representative. Loops that fail any of these tests shall be replaced.

Loops that fail the tests, as described above, and are replaced shall be installed in accordance with current WSDOT design standards and Standard Plans, as determined by the STATE's Construction Representative.

If traffic signal loops that fail the tests, as described above, are not replaced and operational within 48 hours, the Contractor shall install and maintain interim video detection until the replacement loops are operational. The type of interim video detection furnished shall be approved by the STATE's Construction Representative prior to installation.

- **TRAFFIC SIGNAL HEADS.** Unless ordered by the STATE's Construction Representative, signal heads shall not be installed at any intersection until all other signal equipment is installed and the controller is in place, inspected, and ready for operation at that intersection, except that the signal heads may be mounted if the faces are covered with Signal Head Covering Material.
- **SIGNAL HEAD COVERING.** The signal head covering material shall be manufactured from a durable fabric material, black in color with a mesh front, and designed to fit the signal head configuration properly. The covers shall have an attachment method that will hold the cover securely to the signal in heavy wind. The covers shall be provided with a drain to expel any accumulated water.
- **TRAFFIC SIGNAL PRE-TURN-ON COORDINATION MEETING AND TESTING.** Prior to a Traffic Signal Turn-on event, the AGENCY/Contractor shall conduct a Pre Turn-on coordination meeting with the following Contracting Agency personnel included as invited attendees: STATE's Construction Representative, Electrical Inspector, Signal Operations Engineer, and Signal Maintenance Technician. The AGENCY/Contractor shall provide the Engineer a minimum of 5 days written notice of the proposed Pre Turn-on coordination meeting date and time. Prior to the Pre Turn-on coordination meeting, the AGENCY/Contractor shall complete the items of work detailed in the Traffic Signal Turn-on Checklist and submit the completed checklist to the STATE's Construction Representative. The Traffic Signal Turn-on Checklist form will be furnished to the AGENCY/Contractor by the STATE's Construction Representative.

Unless approved by the STATE's Construction Representative, the permitted hours for Pre-Turn-On coordination and testing shall be per the Approved Traffic Control Plan(s) for the specific operation.

- **TRAFFIC SIGNAL TURN-ON AND/OR SWITCHOVER OPERATIONS.** The AGENCY shall contact the STATE's Construction Representative at least five (5) working days prior to scheduling a signal turn-on in order to assure that all appropriate items on the STATE's "Traffic Signal Turn-On Checklist" are satisfactorily addressed. The Signal Turn-On or Switchover shall not occur until all applicable Checklist items are installed and/or connected. This Checklist can be located on the STATE's web site at: <http://www.wsdot.wa.gov/Northwest/DevelopmentServices/LocalAgency.htm> (Go to: "What is needed to turn on a traffic signal?"). Prior to scheduling a turn-on date, the AGENCY/Contractor shall provide verification to the State Construction Representative that all required testing has been satisfactorily completed.

The traffic signal turn-on procedure shall not begin until all required channelization, pavement markings, illumination, signs, and sign lights are substantially complete and operational unless otherwise allowed by the State's Construction Representative.

If the Contractor is directed to turn off the traffic signal, the Contractor shall schedule a new turn-on date with the Engineer in accordance with the previously mentioned procedures.

- **PERMITTED HOURS FOR SIGNAL TURN-ON AND/OR SWITCH-OVER OPERATIONS.** Unless approved by the STATE's Construction Representative, the permitted hours for Traffic Signal Turn-on or Switch-Over shall be per the Approved Traffic Control Plan(s) for the specific operation. Signal Switchover and Turn-On operations are permitted only on Tuesday, Wednesday, or Thursday – except in the case of an emergency. No Switchover or Turn-On operations will be permitted on Monday, Friday, weekends, holidays, or the day preceding a holiday.
- **NEW SIGNAL AHEAD/SIGNAL REVISION WARNING SIGNING—**"NEW SIGNAL AHEAD" (W20-902) or "SIGNAL REVISION AHEAD" (W20-903) signs shall be installed in advance of all affected directions of travel on the Project when a new traffic signal system is installed or when modifications to and existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the STATE's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the STATE's Construction Representative.

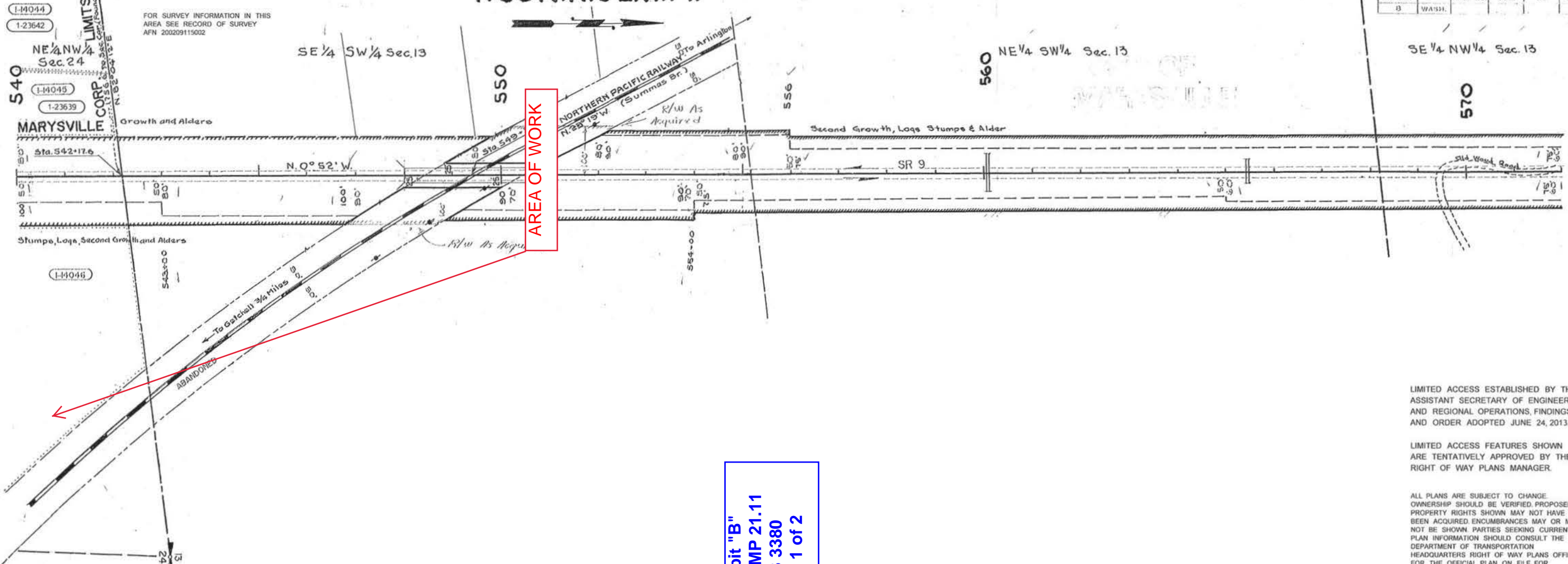
- 19. INTELLIGENT TRANSPORTATION SYSTEM CONSTRUCTION/INSPECTION** (Applicable to City Projects within Limited Access Areas, Projects within Cities < 25,000 Population, and all County Projects) The AGENCY shall assure that the construction of Intelligent Transportation Systems owned by the STATE meets all requirements of the STATE.
- 20. SIGN INSTALLATION AND MAINTENANCE** (Applicable to ALL Projects) All Directional, Regulatory, and Stop Signs as well as Route Markers shall be installed as per the Approved Plans, the WSDOT Standard Plans, or as directed by the STATE's Construction Representative. The DEPARTMENT shall own and maintain these signs- unless the AGENCY signs a Contract or Maintenance Agreement with the STATE to perform sign maintenance.
- 21. TRAFFIC REVISION WARNING SIGNING** (Applicable to ALL Projects) When the permanent channelization of the highway is changed, "TRAFFIC REVISION AHEAD" (W20-901) signs shall be installed in advance of all affected directions of travel of the Project. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the STATE's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three (3) 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The

flags signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the STATE's Construction Representative.

- 22. REMOVAL OF PAVEMENT MARKINGS** (*Applicable to ALL Projects*) Removal of Pavement Markings Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Grinding to remove painted markings is only allowed prior to application of a Bituminous Surface Treatment (BST). Grinding to remove pavement markings from hot mix asphalt and cement concrete pavements is allowed to a depth just above the pavement surface, then water blasting or shot blasting shall be required to remove the remaining markings. If in the opinion of the STATE's Construction Representative the pavement is materially damaged by pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(1). Sand or other material deposited on the pavement as a result of removing lines and markings shall be removed as the Work progresses to avoid hazardous conditions. Accumulation of sand or other material which might interfere with drainage will not be permitted.
- 23. APPLICATION OF CHANNELIZATION PAVEMENT MARKINGS** (*Applicable to City Projects within Limited Access Areas, Projects within Cities < 25,000 Population, and all County Projects*). Two applications of paint shall be required for all paint stripe markings as per the Contract Plans or the STATE Standard Specifications. Plastic Pavement Markings shall be applied per the Contract Plans or the STATE Standard Specifications.
- 24. NON PAYMENT OF REIMBURSABLE ACCOUNT** (*Applicable to ALL City Projects*) The AGENCY agrees that if it does not make payment for any STATE work, as provided herein, within ninety (90) calendar days after receipt of a STATE invoice, the STATE may deduct and expend any monies to which the AGENCY is entitled to receive from the Motor Vehicle Fund as provided by RCW 47.24.050.

T.30N.R.5E.W.M.

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
3	WASH.				



LIMITED ACCESS ESTABLISHED BY THE ASSISTANT SECRETARY OF ENGINEERING AND REGIONAL OPERATIONS, FINDINGS AND ORDER ADOPTED JUNE 24, 2013.

LIMITED ACCESS FEATURES SHOWN ARE TENTATIVELY APPROVED BY THE RIGHT OF WAY PLANS MANAGER.

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

Exhibit "B"  
SR 9 MP 21.11  
GCB 3380  
Page 1 of 2

ACCESS NOTE

TYPE B APPROACH IS AN OFF AND ON APPROACH IN LEGAL MANNER, NOT TO EXCEED 20 FEET IN WIDTH, FOR USE NECESSARY TO THE NORMAL OPERATION OF A FARM.

EXHIBIT A

NOTE FOR L/A FEATURES SEE PLAN SHOWING ACCESS

SR 9

SECONDARY STATE HIGHWAY NO. 1-A  
LAKE STEVENS TO ARLINGTON

SNOHOMISH COUNTY  
RIGHT OF WAY AND LIMITED ACCESS HEARING PLAN  
PARTIAL CONTROL



WASHINGTON STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS  
Olympia, WASHINGTON  
R. C. HODGKIN, Chairman  
H. E. HOSSEL, Member Oscar R. SYKES, Member  
H. R. MONTAG, Member B. A. MOSS, Member

SCALE: HORIZ. 1 INCH = 100 FEET  
SCALE: VERT. 1 INCH = 10 FEET  
APPROVED: July 12, 1995

FOR R. OF W. SHEET 10 OF 21 SHEETS  
CONTRACT NO.

LEGEND

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

0 100 200

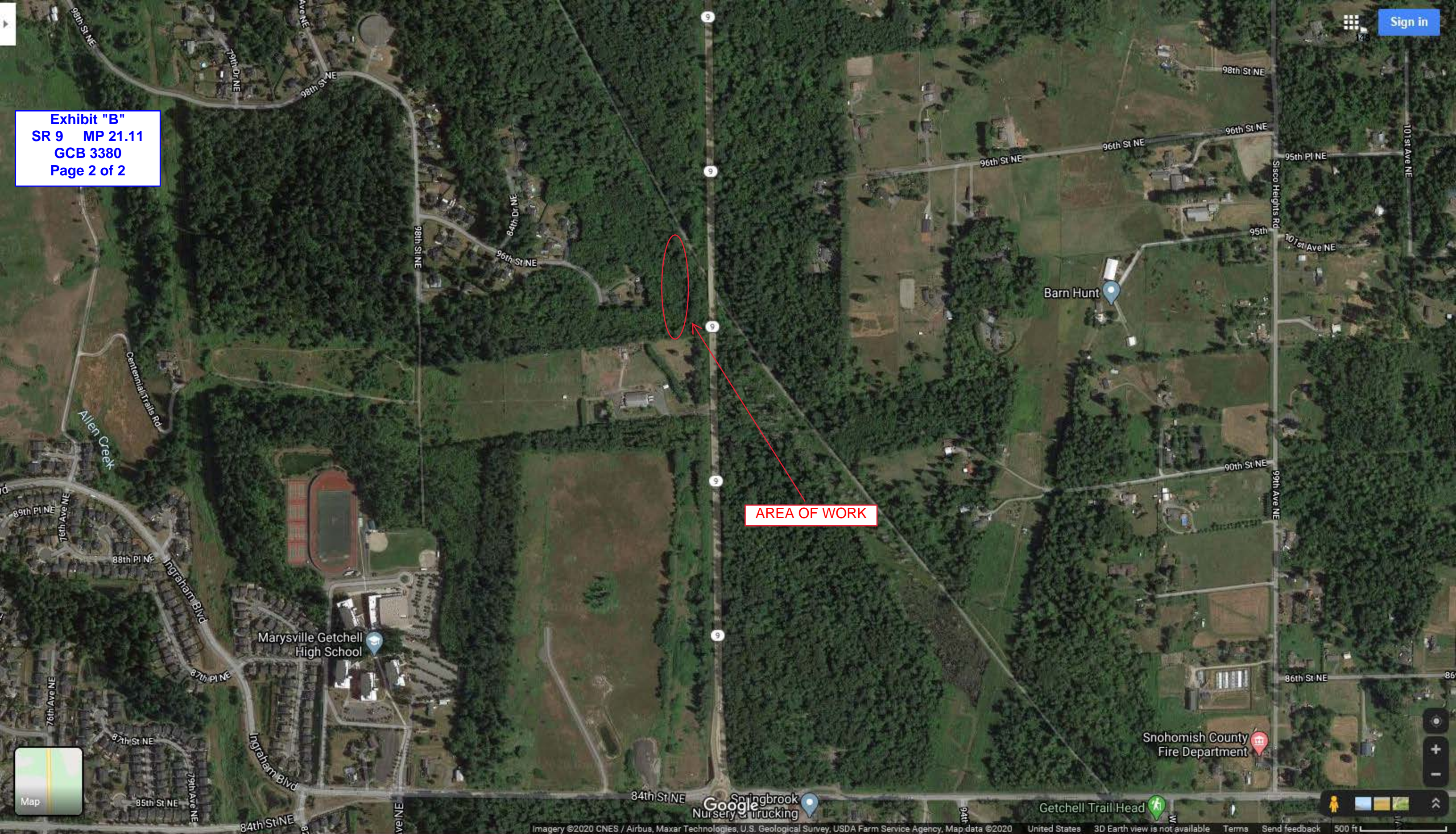
OWNER	558+50 (RT)	B							
OWNER	558+50 (LT)	B	Letter 11-14-13	12-6-13	Revised Access Approach Schedule; Added Parcel 1-23642 to Ownership Block; Added Revised Ownership Verification Note	MRW			
OWNER	542+40E (LT)	B	Letter 7-18-13	8-15-13	Revised Title Block; Added Exhibit "A" and Limited Access Established Notes; Deleted LJA Cross Reference Note; Added Ownership Verification Note	STW			
1-23639	SEE SHEET 8								
1-23642	SEE SHEET 9								
1-14044	FRONDORF, ET UX		Letter 2-8-13	3-18-13	Added Parcels 1-23639; Revised Plan to Access Hearing Plan, Partial Control; Added Access Approach Schedule and Type B Approach Note; Added LJA Tentative and Designated Notes; Added Survey Cross Reference Note	STW			
1-14045	MANN, ET UX								
1-14046	REID, ET AL								
1-14046	SEE SHEET 9								
PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT	CENTERLINE OF APPROACH STATION	TYPE	DATE	SUBSEQUENT APPROVAL
TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.									

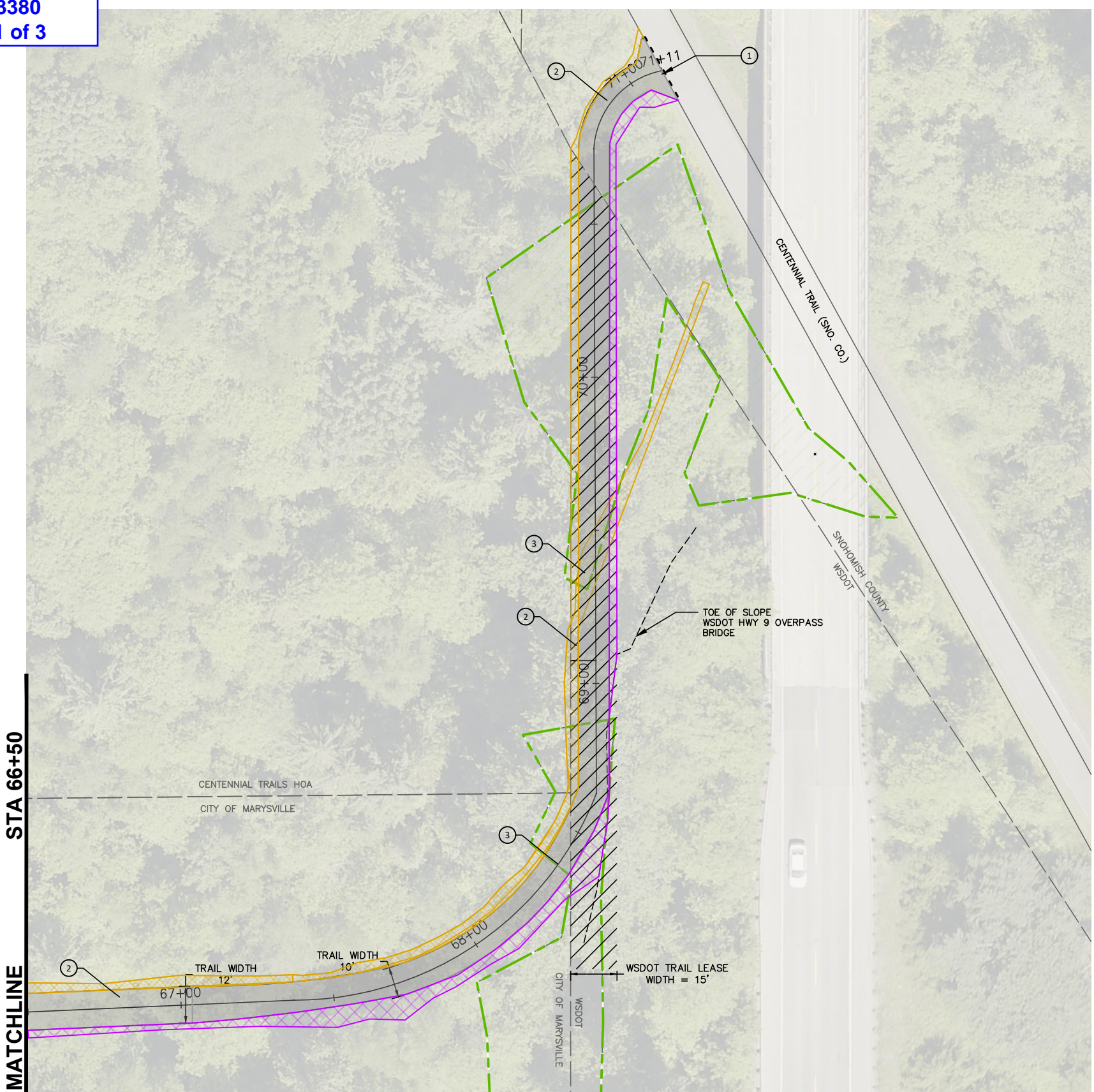
OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

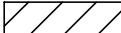





ACCESS APPROACH SCHEDULE

Exhibit "B"  
SR 9 MP 21.11  
GCB 3380  
Page 2 of 2





**LEGEND**

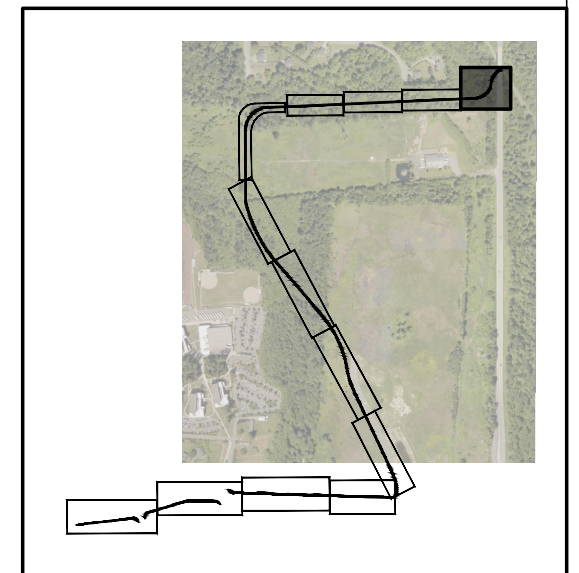
-  WSDOT TRAIL LEASE AREA
-  ASPHALT TRAIL
-  WETLAND
-  PARCEL BOUNDARY
-  FILL AREA
-  CUT AREA

**CONSTRUCTION NOTES**

- ① SAW CUT EXISTING TRAIL SURFACE FOR ASPHALT PAVING. SEAL W/ AR 5000
- ② CONSTRUCT TRAIL SECTION 4, PER SHEET TS01
- ③ CONSTRUCT TRAIL SECTION 5, SEE SHEET TS02

**GENERAL NOTES**

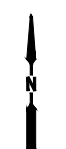
1. REMOVE AND DISPOSE OF EXISTING STRUCTURES AND OBSTRUCTIONS AS REQUIRED PER THE SPECIAL PROVISIONS, SECTION 2-02.3(7).
2. CLEAR, GRUB AND REMOVE ALL VEGETATION, TREES, AND STUMPS (EXCEPT WHERE SHOWN AS TO REMAIN) WITHIN THE CLEARING LIMITS. VEGETATION IS NOT SHOWN ON THE PLANS.
3. THE TRAIL GRADUALLY NARROWS FROM 12' TO 10', STARTING AT STA 67+10, AND ENDING AT STA 67+70.
4. RESTORATION AREAS SHOWN MAY EXTEND OUTSIDE THE CLEARING LIMITS, AS DETERMINED BY THE ENGINEER.
5. THE TRANSITION FROM THE PROPOSED TRAIL TO THE EXISTING CENTENNIAL TRAIL SHALL PROVIDE A SMOOTH TRANSITION SUITABLE FOR BICYCLE AND PEDESTRIAN TRAFFIC.



S:\Eng\Projects\Parish\Bayview Ridge Trail\Phase III - Centennial Trail Connection\CAD\Compiled Separate DWGS\22 6650 end WSDOT.dwg



CALL BEFORE YOU DIG  
 1-800-424-5555



REVISIONS	DATE	DESIGN BY: KW	4/27/2020
1.		ENGINEERING CHECKER:	
2.		CONSTRUCTION SUPERVISOR:	
3.		OPERATIONS MANAGER:	
4.		PERMIT TENDENT:	

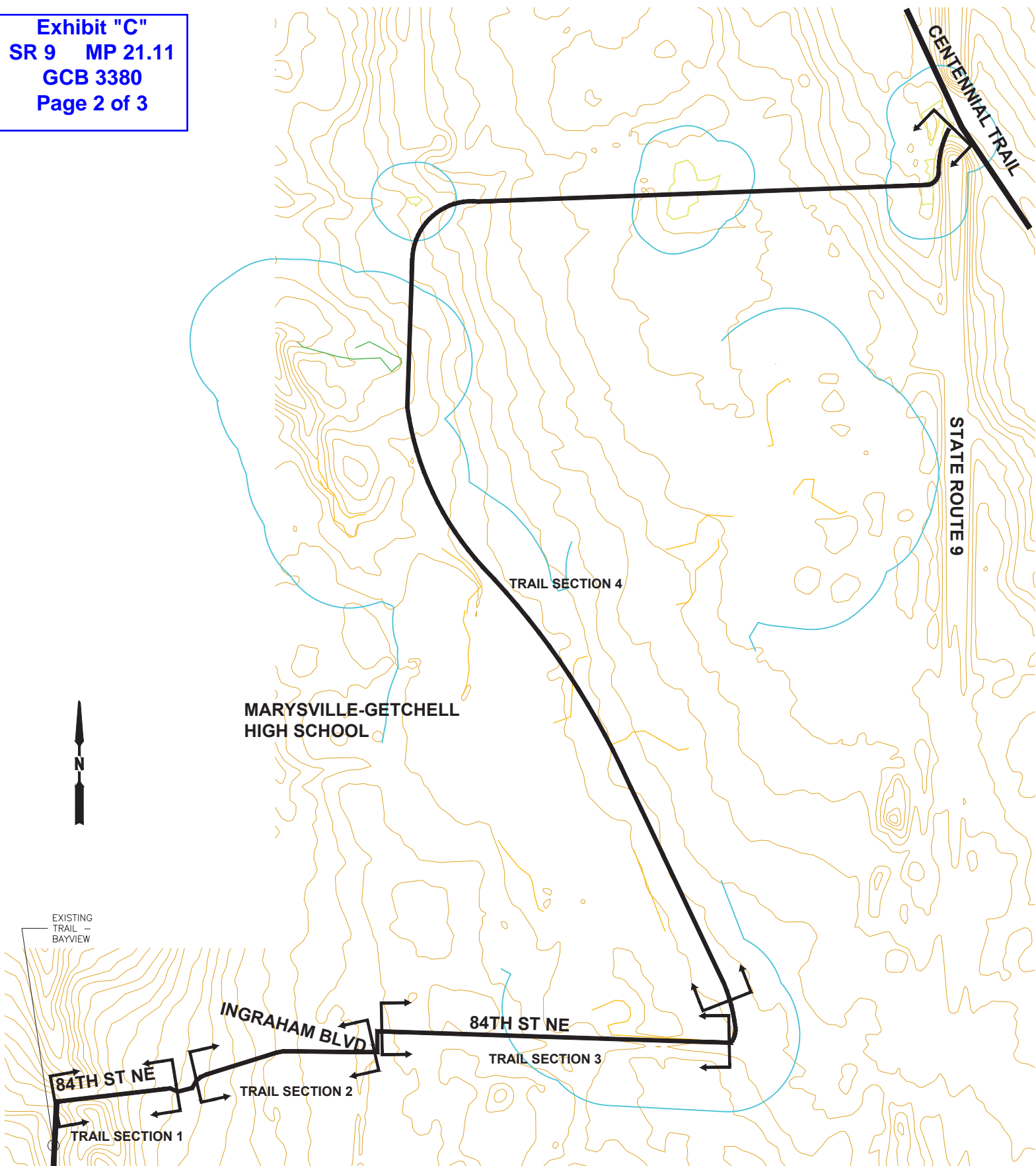
EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS  
 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018  
 BY: JEFF LAYCOCK, PE, CITY ENGINEER  
 CITY OF MARYSVILLE  
 DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

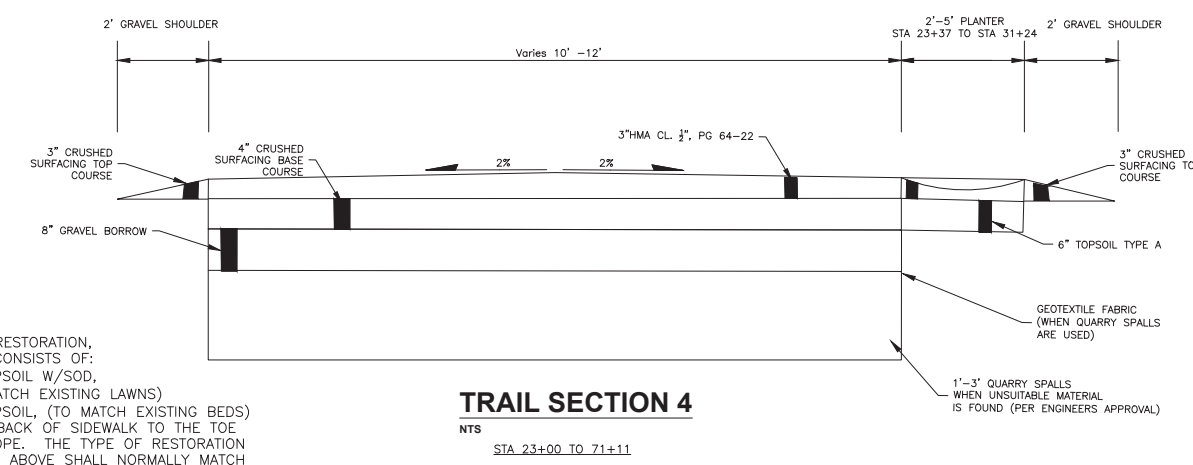
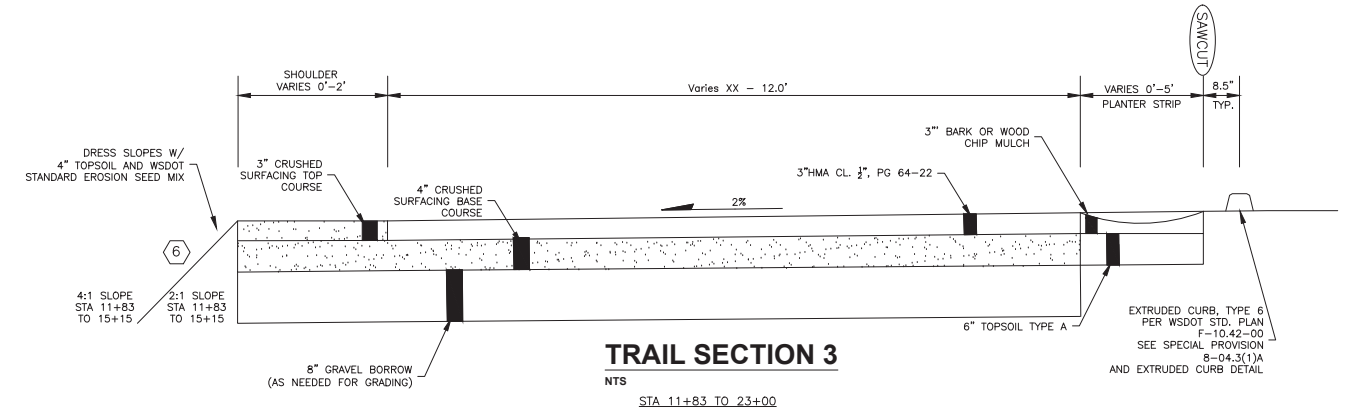
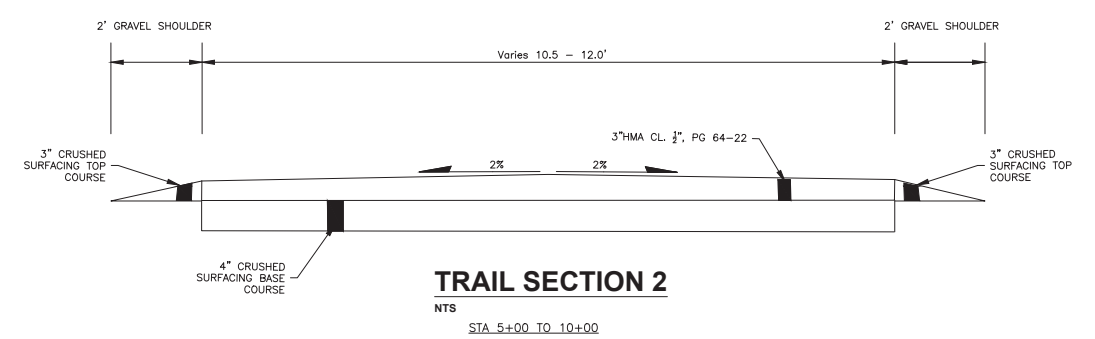
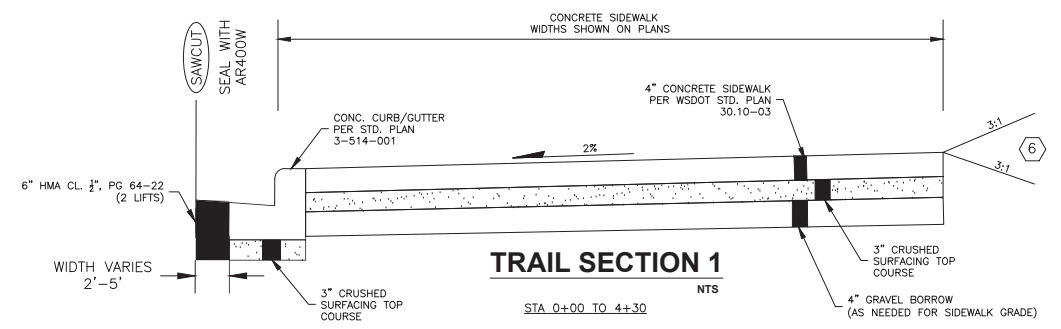
**CITY OF MARYSVILLE  
 PUBLIC WORKS DEPARTMENT**  
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100

**P1602  
 CENTENNIAL TRAIL CONNECTOR  
 TRAIL PLAN 6650 TO END**

HOR SCALE 1:20
VER SCALE NA
DWG. NO. TR12
SHEET 1 of 3



NOT TO SCALE



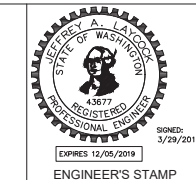
6 PROPERTY RESTORATION, TYPICALLY CONSISTS OF:  
 1. 6" TOPSOIL W/SOD, (TO MATCH EXISTING LAWNS)  
 2. 6" TOPSOIL, (TO MATCH EXISTING BEDS) FROM THE BACK OF SIDEWALK TO THE TOE OF THE SLOPE. THE TYPE OF RESTORATION AS SHOWN ABOVE SHALL NORMALLY MATCH EXISTING, EXCEPT WHERE SHOWN ON THE PLANS OR OTHERWISE DIRECTED BY THE ENGINEER.



ELEVATION DATUM IS NAVD 1988

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

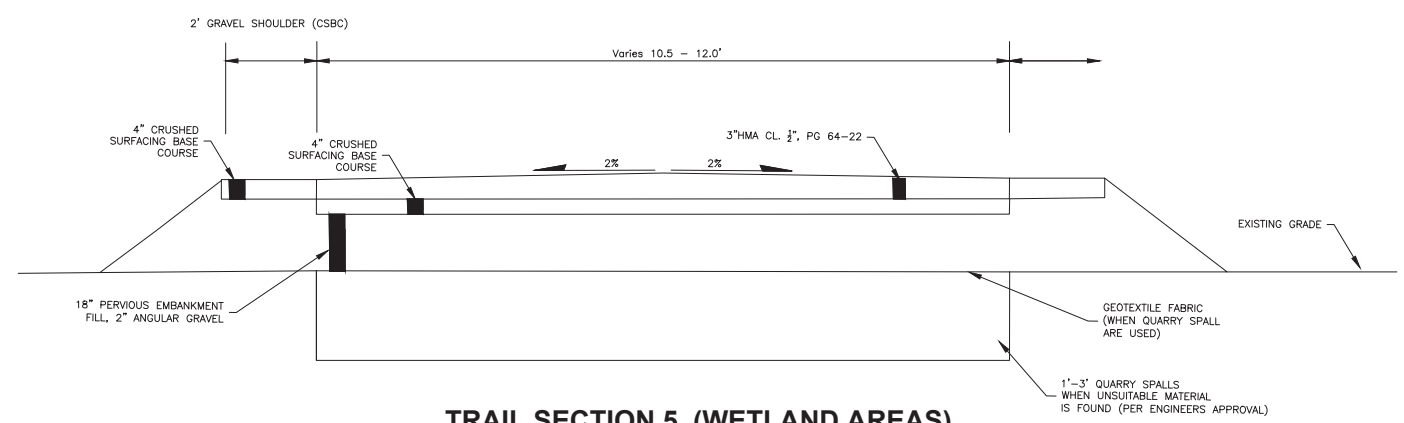
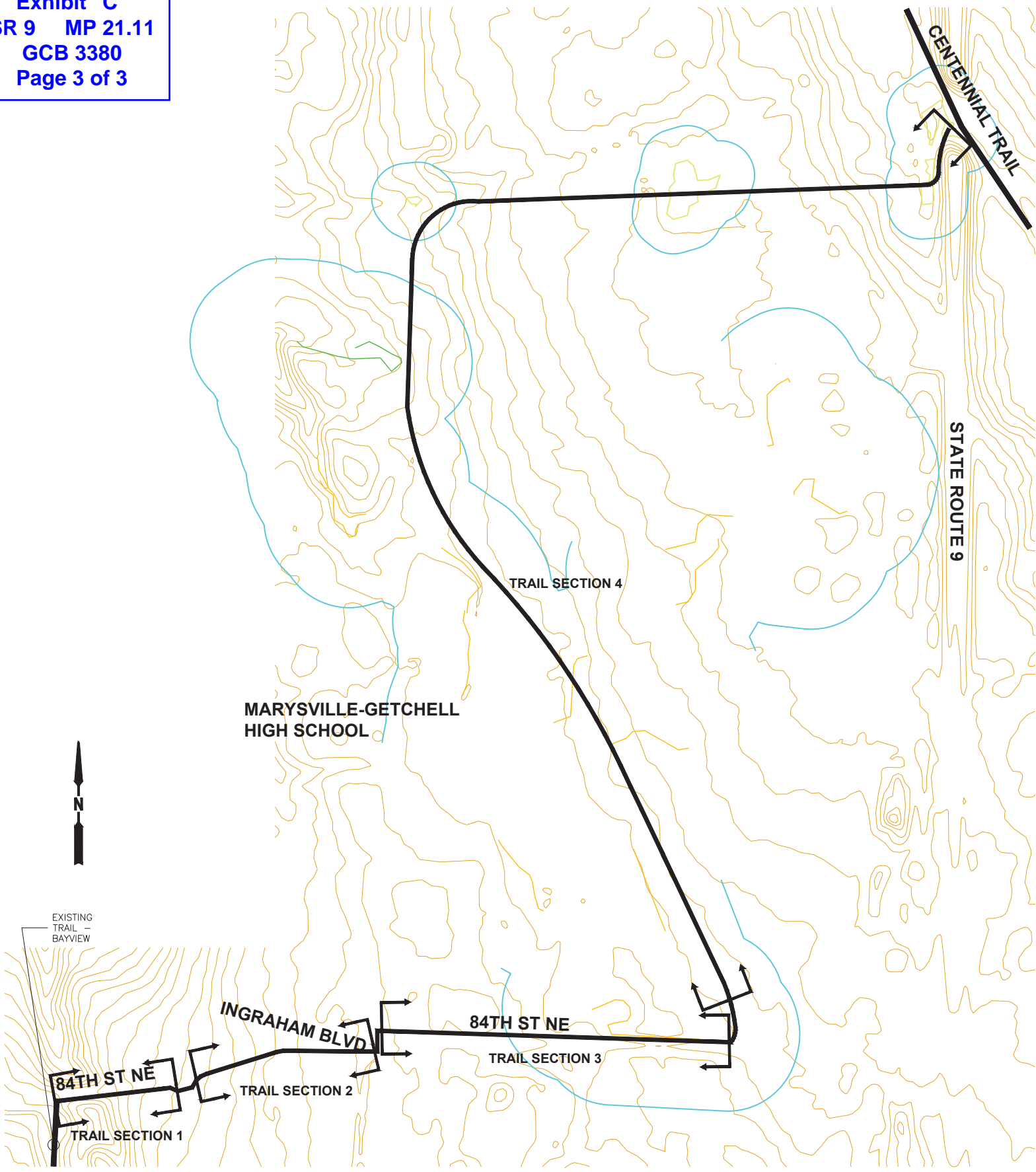
EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS XXTH DAY OF XXXXX, 2020  
 BY JEFF LAYCOCK, PE, CITY ENGINEER  
 CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS



CITY OF MARYSVILLE  
 PUBLIC WORKS DEPARTMENT  
 80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100  
**CENTENNIAL TRAIL CONNECTOR**  
 TRAIL SECTIONS - 1

HOR SCALE	N/A
VER SCALE	N/A
DWG. NO.	----
SHEET	---- of XX

S:\Eng\Projects\Parks\Bayview Ridge Trail\Phase III - Centennial Trail Connection\CAD\DWG\1601\_SECTION\_DETAILS.dwg



**TRAIL SECTION 5 (WETLAND AREAS)**

NTS  
 STA 33+22 TO 37+09  
 STA 59+95 TO 60+85  
 STA 68+36 TO 68+88  
 STA 69+66 TO 70+36

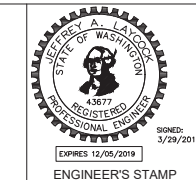
N.T.S.



ELEVATION DATUM IS NAVD 1988

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

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS  
 XXTH DAY OF XXXXX, 2020  
 BY  
 JEFF LAYCOCK, PE, CITY ENGINEER  
 CITY OF MARYSVILLE  
 DEPARTMENT OF PUBLIC WORKS



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

**CENTENNIAL TRAIL CONNECTOR  
 TRAIL SECTIONS - 2**

HOR SCALE	N/A
VER SCALE	N/A
DWG. NO.	----
SHEET	---- of XX

# *Index #14*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Approval of the Americans with Disabilities Act (ADA) Transition Plan	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Presentation ADA Transition Plan	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	
Attached for your review and approval is the 2020 Americans with Disabilities Act (ADA) Transition Plan. The attached presentation details the requirements for the plan and includes plan highlights.	
<b>RECOMMENDED ACTION:</b>	
Staff recommends that Council approve the Americans with Disabilities Act (ADA) Transition Plan.	
<b>RECOMMENDED MOTION:</b>	
I move to approve the ADA Transition Plan.	

**ADA Transition Plan**

**Presentation to Marysville City Council**

**December 7, 2020**



# Agenda

- Activities to Date
- Barrier Inventory Scope
- Barrier Removal Cost Estimates
- Draft Financial Plan
- Future Steps



# What is an ADA Transition Plan?

- Plan that guides the City's efforts to remove accessibility barriers to pedestrian facilities within the City
- Identify programmatic barriers and deficiencies in policy, procedures and assets
- As part of the plan, WSDOT also requires that the City:
  - Designate an ADA Coordinator
  - Adopt and publish a complaint/grievance procedure
  - Adopt an accessible pedestrian system (APS) policy
- WSDOT has encouraged local agencies to have an ADA transition plan in place within 3 years of WSDOT's approved ADA transition plan (April 2018) in order to maintain federal highway funding eligibility



# Activities to Date

## Self-Evaluation:

- Inventory and evaluation of public right of way and programmatic barriers
- Does not include building facilities, parks, or trails at this time

## Barrier Prioritization:

- GIS curb ramp prioritization scores based on planned projects and proximity to likely ADA destinations
- Programmatic barriers based on short-term tasks accomplished through ADA Transition Plan publication and long-term remaining tasks

## Public Outreach

- Online surveys: February to March 2020
- Public Workshop: March 4, 2020 at Marysville Public Library
- Draft Plan Review: November 10, 2020 to November 24, 2020

## Draft Financial Plan and Implementation Schedule:

- Gives credit for barriers to be removed through planned projects
- Includes 6-year implementation schedule based on estimated funding



**MARYSVILLE**  
WASHINGTON



The City of Marysville is seeking public comment on its draft Americans with Disabilities Act transition plan, a document that identifies accessibility issues in its right of way. (Ben Watanabe / Herald file)

### STREET SMARTS

## Where does Marysville need to improve accessibility?

The city's draft ADA Transition Plan identifies hundreds of deficient locations. Comment ends soon.

By [Ben Watanabe](#)

Monday, November 23, 2020 1:30am | [LOCAL NEWS](#) [MARYSVILLE](#) [STREET SMARTS](#)

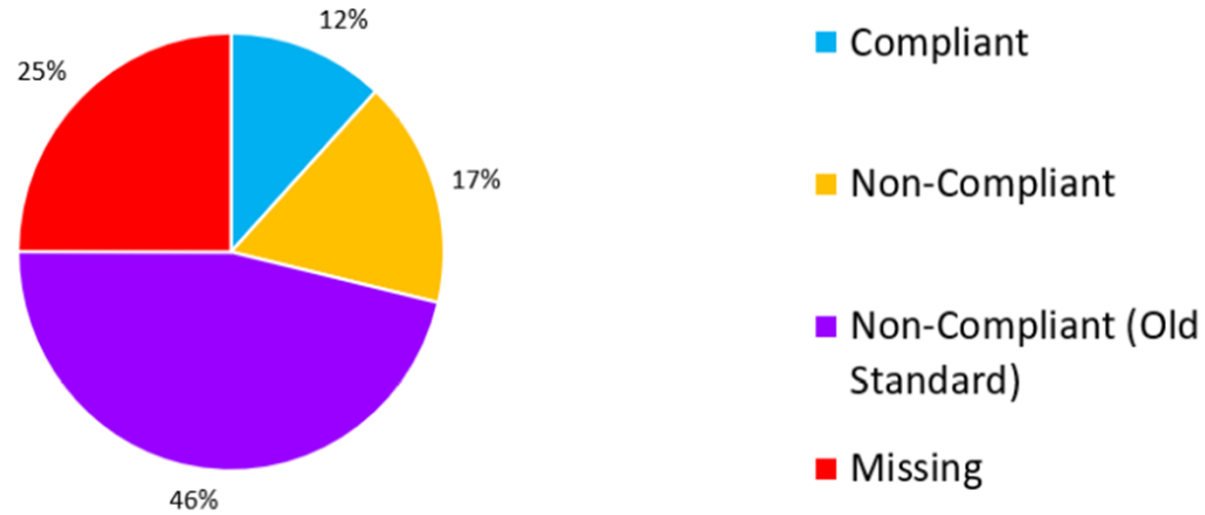
# Barrier Inventory

- The minimum requirements of the ADA Transition Plan is accessibility of all curb ramps and ancillary facilities (pedestrian push buttons and pedestrian signals) within right-of-way.
- The City inventory included the following:
  - Curb Ramps
  - Accessible Pedestrian Signals
  - ADA Accessible Parking
  - Sidewalks (Inventory of Existing and Gaps Only)
  - Driveway Interface with Sidewalks



**MARYSVILLE**  
WASHINGTON

## Curb Ramp Inventory (4,120 Total)



## Barrier Removal Cost Estimates

Barrier Type	Sub-Category	Cost (\$)
Public Right of Way	Curb Ramps (3,630 barriers @ \$15k each)	\$54,450,000
	Accessible Pedestrian Signals	\$1,515,000
	Accessible Parking	\$435,000
	<b>Subtotal</b>	<b>\$56,400,000</b>
Programmatic	Short Term	\$4,000
	Long Term	\$20,000
	<b>Subtotal</b>	<b>\$24,000</b>





## ***How will the City prioritize curb ramp barriers?***

- **Proximity to Planned City Projects (TIP, TBD, other projects)**
- **Proximity to Likely ADA Destinations (Priority Rank Score)**
  - Transit Centers, Routes, & Stops
  - Grocery and Retail Stores
  - Schools and Libraries
  - Senior Center/Care Facilities
  - City Buildings and Post Office
  - Medical Clinics/Pharmacies
  - Parks
- **Public Feedback**



# Programmatic Barriers

- Policies and Procedures
- Website accessibility
- Printed materials
- Public meeting accommodations
- Program eligibility/participation
- Alternative format requests



# Implemented Programmatic Changes

- ADA/504 Coordinator Update (also Official Responsible to Implement ADA Transition Plan) – Teri Lester
- Public ADA Notice
- ADA Grievance Procedure
  - <https://www.marysvillewa.gov/724/ADA-Accommodation>
- Policy Regarding Installation of Accessible Pedestrian Signals (APS)



## ***How will the City prioritize programmatic barriers?***

- **Administrative requirements** of WSDOT Local Agency Guidelines accomplished by publication of this ADA Transition Plan:
  - ADA/504 Coordinator
  - Grievance Procedure
  - Public Notice of ADA Provisions
  - Accessible Pedestrian Signal (APS) Policy
  
- **Public Feedback**
  - Online surveys
  - Virtual Workshop
  
- **Longer-Term Items**
  - Effective Communication
  - Website Accessibility
  - Emergency Communication Services
  - Eligibility/Participation
  - Existing Facilities Used
  - Tours and Transportation
  - Public Meetings
  - Use of Contracted Services
  - Employment Procedures



## Draft Financial Plan (2021-2026)

Barrier Type	Sub-Category	Planned 6-year Funding	Funding Source
Public Right of Way	Curb Ramps (TIP) – 69 ramps	\$1,035,000	305 Fund
	Curb Ramps (TBD) – 60 ramps	\$900,000	TBD (pavement preservation)
	Illumination	\$240,000	Streets Maintenance Fund (can be used on any of the public right of way barriers including curb ramps)
	Sidewalk Maintenance		
	Accessible Pedestrian Signals		
	Accessible Parking		
	<b>Subtotal</b>	<b>\$2,175,000</b>	
Programmatic	Short Term	\$4,000	General Fund
	Long Term	\$0	
	<b>Subtotal</b>	<b>\$4,000</b>	



## Future Steps

- Annual progress reports for barrier removal
- Living Document
- Five-year ADA Transition Plan Update schedule
- Future Plan Updates
  - Include City Facilities
  - Inventory of Sidewalk Barriers



# Questions



**MARYSVILLE**  
WASHINGTON



# MARYSVILLE

## WASHINGTON

### ADA Self-Evaluation and Transition Plan for Public-Right-of-Way and Programs

December 2020

Prepared by



***Transportation Solutions***

INNOVATIVE | PRACTICAL | EQUITABLE

16932 Woodinville-Redmond Road NE, Suite A206  
Woodinville, WA 98072  
425-883-4134



**The Americans with Disabilities Act Notice:**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Marysville will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Alternative Formats:**

Materials can be requested in alternative formats by contacting the City's ADA/504 Coordinator:

**Name/Title:** Teri Lester, Human Resources Manager

**Phone:** (360) 363-8084

**Federal Information Relay Service/TTY/Voice:** 7-1-1 or 1-800-877-8339

**Email Address:** [tlester@marysvillewa.gov](mailto:tlester@marysvillewa.gov)

**Mailing Address:** 1015 State Avenue, Marysville, WA 98270

**City Website Links:**

<https://www.marysvillewa.gov/724/ADA-Accommodation>

<https://www.marysvillewa.gov/accessibility>

**Questions about this report:**

If you have questions about the content of this report, please contact:

**Name/Title:** Jeff Laycock, City Engineer

**Phone:** (360) 363-8100

**Federal Information Relay Service/TTY/Voice:** 7-1-1 or 1-800-877-8339

**Email Address:** [jlaycock@marysvillewa.gov](mailto:jlaycock@marysvillewa.gov)

**Mailing Address:** 80 Columbia Ave., Marysville, WA 98270

**City Website link:** <https://www.marysvillewa.gov/1032/ADA-Plan>

**Acknowledgements**

The City of Marysville wishes to thank the organizations and individuals who contributed to this project. This was truly a collaborative venture that could not have happened without the input, creativity, and participation of many people. Thank you all.

**City of Marysville Mayor and City Council**

- John Nehring, Mayor
- Kamille Norton, Council President
- Mark James, Council Member
- Stephen Muller, Council Member
- Tom King, Council Member
- Kelly Richards, Council Member
- Michael Stevens, Council Member
- Jeffrey Vaughn, Council Member

**City of Marysville Project Team**

- Jeff Laycock, City Engineer
- Teri Lester, Human Resources Manager and ADA/504 Coordinator
- Connie Mennie, Communications Administrator

**Consultant Team**

**Transportation Solutions, Inc.**

- Victor Salemann, Principal
- Kirk Harris, Project Manager
- Jennifer Salemann, Planner

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## A. Introduction and Legal Requirements

The City of Marysville is committed to removing barriers to accessibility in its services, programs, and activities. To achieve this end, the City has completed an *Americans with Disabilities Act* (ADA) Self-Evaluation and Transition Plan.

This introduction summarizes the legal precedent for and the required components of an ADA Self-Evaluation and Transition Plan. It also provides an overview of the scope and organization of the City of Marysville's ADA Self-Evaluation and Transition Plan with respect to these requirements.

### 1. Legal Precedent

The following federal laws and local Washington State guidelines informed the content and scope of this ADA Self-Evaluation and Transition Plan. See also Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) manual Chapter 29 (June 2020).

#### 1.1 Section 504 of the Rehabilitation Act

Section 504 of the Rehabilitation Act of 1973 states that no person with a disability shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal funding. This includes both transportation and non-transportation funding.

Section 504 extends to the entire operations of a recipient or subrecipient, regardless of the specific funding source of a particular operation. Section 504 Regulations (49 CFR Part 27.5) define a recipient as any public entity that receives Federal financial assistance from the USDOT or its operating administrations either directly or through another recipient. An example of a recipient is WSDOT. An example of a subrecipient is a local agency receiving USDOT funds through WSDOT, for projects/programs/activities administered by the local agency.

#### 1.2 American with Disabilities Act

The *Americans with Disabilities Act* (ADA) of 1990 is a civil rights statute that prohibits discrimination against people who have disabilities. There are five separate Titles, or sections, of the Act that cover different aspects of potential discrimination. These include: Title I – Employment, Title II – Public Services and Transportation, Title III – Public Accommodations, Title IV – Telecommunications, and Title V – Miscellaneous. Title II of the Act specifically addresses the subject of making public services and public transportation accessible to those with disabilities. Designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination.

The ADA is mirrored after Section 504 but extends the reach of Federal accessibility laws to include those agencies that are not recipients or subrecipients of Federal funding. Title II (28 CFR Part 35) of the ADA specifically pertains to state and local governments.

The ADA applies to all facilities, including both facilities built before and after 1990. State and local government and public entities or agencies are required to perform self-evaluations of their current facilities, relative to the accessibility requirements of the current ADA accessibility standards. The requirements of the ADA apply to all public entities or agencies, no matter the size. The ADA transition plan formal procedures as outlined in 28 C.F.R. section 35.150 only govern those public entities with more than 50 employees.



## 2. Scope of ADA Transition Plan

### 2.1 Federal ADA Transition Plan Requirements

Under Title II of the ADA, Section 28 CFR Part 35.150 (d) - Transition Plan outlines the requirements of an ADA Transition Plan.

(1) In the event that structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop, within six months of January 26, 1992, a transition plan setting forth the steps necessary to complete such changes. A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. A copy of the transition plan shall be made available for public inspection.

(2) If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

(3) The plan shall, at a minimum—

(i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;

(ii) Describe in detail the methods that will be used to make the facilities accessible;

(iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and

(iv) Indicate the official responsible for implementation of the plan.

(4) If a public entity has already complied with the transition plan requirement of a Federal agency regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this paragraph (d) shall apply only to those policies and practices that were not included in the previous transition plan.

### 2.2 WSDOT Local Agency Guidelines

The WSDOT Local Agency Guidelines (LAG) Chapter 29 includes additional items per Section 504 that calls on agencies to:

- Designate an ADA/504 Coordinator
- Adopt and publish Complaint/Grievance Procedure
- Adopt an Accessible Pedestrian System (APS) Policy

### 2.3 Scope of 2020 Marysville ADA Self-Evaluation and Transition Plan

This ADA Transition Plan includes documentation of the self-evaluation, public outreach efforts, barrier removal schedule, and barrier removal financing plan for the City of Marysville's 1) public right of way

and 2) programs, services, and activities. The City intends to evaluate accessibility barriers for parks, trails, and city facilities within the next six-year period.

### 3. Organization of Document

The NCHRP No. 20-7 (232) ADA Transition Plans: *A Guide to Best Practices* (May 2009) demonstrates how the federal ADA Transition Plan requirements give agencies flexibility on how to format their Transition Plans. The City of Marysville's ADA Transition Plan is organized to align with the WSDOT LAG Chapter 29 ADA Title II Checklist items:

- ADA Accessibility Assurance
- ADA/504 Coordinator
- Grievance/Complaint Procedure
- Notice of ADA Provisions
- Self-Evaluation
- Public Outreach
- ADA Transition Plan
- Accessible Pedestrian Signal Policy
- Barrier Removal Monitoring and Scheduled Plan Updates
- Accessibility Guidelines, Standards, and Resources
- Appendixes

## B. ADA Accessibility Assurance

In accordance with Section 28 CFR Part 35.150 (a) of Title II of the ADA, the City of Marysville will endeavor to operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. This paragraph does not—

- (1) Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
- (2) Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
- (3) Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

In accordance with Section 28 CFR Part 35.150 (b) of Title II of the ADA, the City of Marysville shall make alterations to existing buildings to meet the accessibility requirements of Part 35.151 and, in choosing among available methods for meeting the requirements of this section, give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.

In accordance with Section 28 CFR Part 35.150 (c) of Title II of the ADA, where structural changes in facilities are undertaken to comply with the obligations established under this section, the City of Marysville shall make such changes as expeditiously as possible. The City is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

In accordance with Section 28 CFR Part 35.150 (d) of Title II of the ADA, where the City of Marysville has responsibility or authority over streets, roads, or walkways, its ADA Transition Plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

## C. ADA/504 Coordinator and Official Responsible to Implement Plan

The City of Marysville has designated at least one employee as the City's ADA/504 Coordinator and made the name and contact information available internally and externally via the City's website. The ADA/504 Coordinator is also the official responsible to implement the ADA Transition Plan. Contact information for the City's current ADA/504 Coordinator is provided below:

**Name:** Teri Lester

**Title(s):** ADA/504 Coordinator, Human Resources Manager

**Mailing Address:** 1015 State Ave. Marysville, WA 98270

**Phone:** 360-363-8000

**TTY:** 1-800-877-8339

**Email:** [tlester@marysvillewa.gov](mailto:tlester@marysvillewa.gov)

**Website:** <https://www.marysvillewa.gov/724/ADA-Accommodation>

The ADA/504 Coordinator is responsible to:

- Coordinate efforts of the City of Marysville to comply with ADA Title II/Section 504 regulations.
- Investigate any complaints that the City of Marysville has violated Title II in accordance with the City's Grievance Procedure.
- Keep a record of and record responses to submitted grievances/complaints and appeals in accordance with the City's Grievance/Complaint Procedure (retain records for three years).
- Coordinate responses to requests for accommodation and/or materials in alternative formats (responses may be provided from within the Human Resources or via other City departments).
- Provide training resources and/or guidance to staff on ADA compliance.
- Implement the scheduled recommendations of the ADA Transition Plan.
- Implement regular updates to the ADA Transition Plan.
- Coordinate annual barrier removal tracking activities to be completed by appropriate City department staff.
- Administer the city's compliance with federal, state and local laws regarding the Americans with Disabilities Act.
- Formulate and recommend revisions to the city's personnel policies and procedures to comply with federal, state and local laws.
- Interpret policies, laws and regulations for managers and supervisors.
- Recommend corrective action to ensure compliance.
- Prepare for and serve as management representative for grievances.
- Recommend and implement training and education.
- Oversee, participate in, and provide staff support.

## D. Grievance/Complaint Procedure

The City updated its Grievance/Complaint procedure per the text recommended in Chapter 2 of the ADA Best Practices Tool Kit for State and Local Governments provided by the U.S. Department of Justice Civil Rights Division.

### 1. Implemented Changes

The City implemented the following recommended changes to the procedure and forms:

#### *ADA Grievance Procedure*

- Updated responsible employee contact information including physical address, phone number, and email address.
- Added the Washington Relay TTY numbers (711 or 1-800-833-6384) for ease of access.
- Provided procedural instructions on how to file a complaint.
- Provided procedural instructions on how to appeal a decision.

#### *Forms*

- Created new Grievance Form and removed reference to Request for Accommodation.
- Created Appeal Form.

### 2. Updated Grievance/Complaint Procedure

The City of Marysville's updated Grievance Procedure is available via the City's website at:

<https://www.marysvillewa.gov/724/ADA-Accommodation>

See also **Appendix A**.

## E. Notice of ADA Provisions

The City of Marysville refers to its Notice of ADA Provisions as the Notice Under the Americans with Disabilities Act. The text is taken from Chapter 2 of the ADA Best Practices Tool Kit for State and Local Governments provided by the U.S. Department of Justice Civil Rights Division.

The Notice is reproduced below and posted publicly on the City's website at:  
<https://www.marysvillewa.gov/724/ADA-Accommodation>.

### **Notice Under The Americans With Disabilities Act**

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Marysville will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Employment:** The City of Marysville does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

**Effective Communication:** The City of Marysville will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in City of Marysville programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** The City of Marysville will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of Marysville offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Marysville, should contact the office of Teri Lester, Human Resources Manager, at (360) 363-8084 or [tlester@marysvillewa.gov](mailto:tlester@marysvillewa.gov), as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City of Marysville to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Marysville is not accessible to persons with disabilities should be directed to Teri Lester, Human Resources Manager, at (360) 363-8084 or [tlester@marysvillewa.gov](mailto:tlester@marysvillewa.gov).

The City of Marysville will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

## F. Self-Evaluation

The scope of this ADA Self-Evaluation included City of Marysville public right of way facilities and City services, programs and activities.

Assessed **Public Right of Way** facilities included:

- Curb Ramps
- Sidewalks (existing and non-existing sidewalk locations)
- Driveway Interface with Sidewalks (Google® imagery field samples)
- Accessible Pedestrian Signals and Pushbuttons (APS)
- Accessible Parking (Google® imagery survey of on-street accessible parking)

Assessed **Programs, Services and Activities** included:

- Existing City ADA-related policy and procedure documents
- Internal Citywide Department Assessment Questionnaire covering staff knowledge of and compliance with accessibility policies and procedures including:
  - ADA/504 Coordinator
  - Public Notice Under the ADA
  - Grievance Procedure
  - Effective Communication
  - Website Accessibility
  - Emergency Communication Services
  - Employment Procedures
  - Public Right of Way (Accessible Pedestrian Signal “APS” Policy)
- Review of Marysville Municipal Code and its Engineering Design & Development Standards

### 1. Public Right of Way Self-Evaluation

The inventory efforts of this ADA Transition Plan focus on ADA compliance of curb ramps, accessible pedestrian signals, and on-street accessible parking. The inventory efforts for sidewalks and driveway interface with sidewalks provides some detail on possible ADA barriers and are not intended to be detailed ADA compliance inventories. This section describes the inventory field data collected by Infrastructure Management Systems (IMS) as well as data provided by the City.

#### 1.1 Curb Ramps

The self-assessment identified 4,120 total ramp locations - this total includes locations where no ramps were present but deemed required. The self-assessment classified existing and/or missing ramps into six (6) different types based on the following data components:

- Ramp Facility or Detectable Warnings: Truncated Domes, Textured, No Facility, Other
- Back Curb: Yes or No
- Landing: Yes or No
- Ramp Slopes: Slight, Moderate or Severe

Of the 4,120 total inventory, 3,630 locations have **Non-Compliant** ramps or are **Missing** ramps. Although ramps labeled as **Non-Compliant (Old Standard)** are functional in most cases, they are technically non-compliant to the existing 2010 ADA Standard. For summary statistics, see **Table 1** and **Figures 1 and 2** below. For curb ramp asset attribute data, a detailed map and inventory spreadsheet, see **Appendix B**.

**Table 1. Summary of Ramp Inventory by Type, Number, and Percentage**

IMS Ramp Type	Transportation Solutions (TS) Ramp Type	Number (#) of Ramps by TS Type	Percentage (%) of Inventory
Ramp_Required	Missing	1029	25%
Type_1	Compliant "Current Standard"	490	12%
Type_2	Non-Compliant "Old Standard"	1908	46%
Type_3	Non-Compliant	693	17%
Type_4			
OTHER			
<b>TOTAL</b>		<b>4120</b>	<b>100%</b>

**Figure 1. Marysville Curb Ramp Inventory Pie Chart (%)**

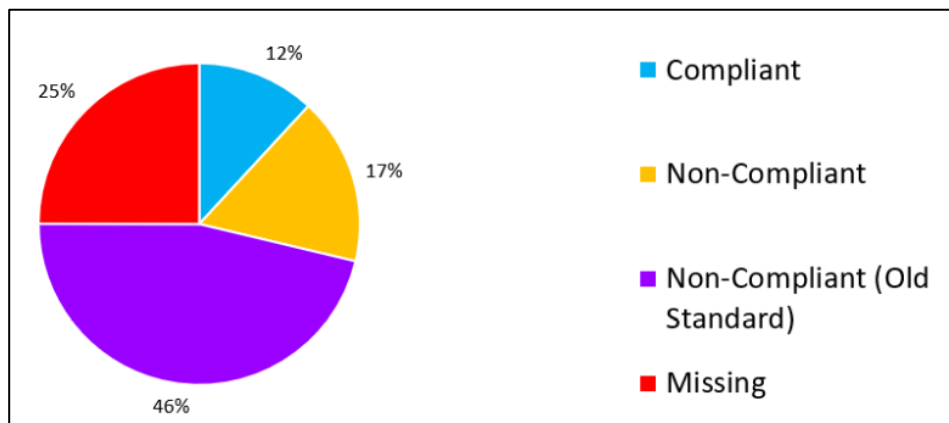
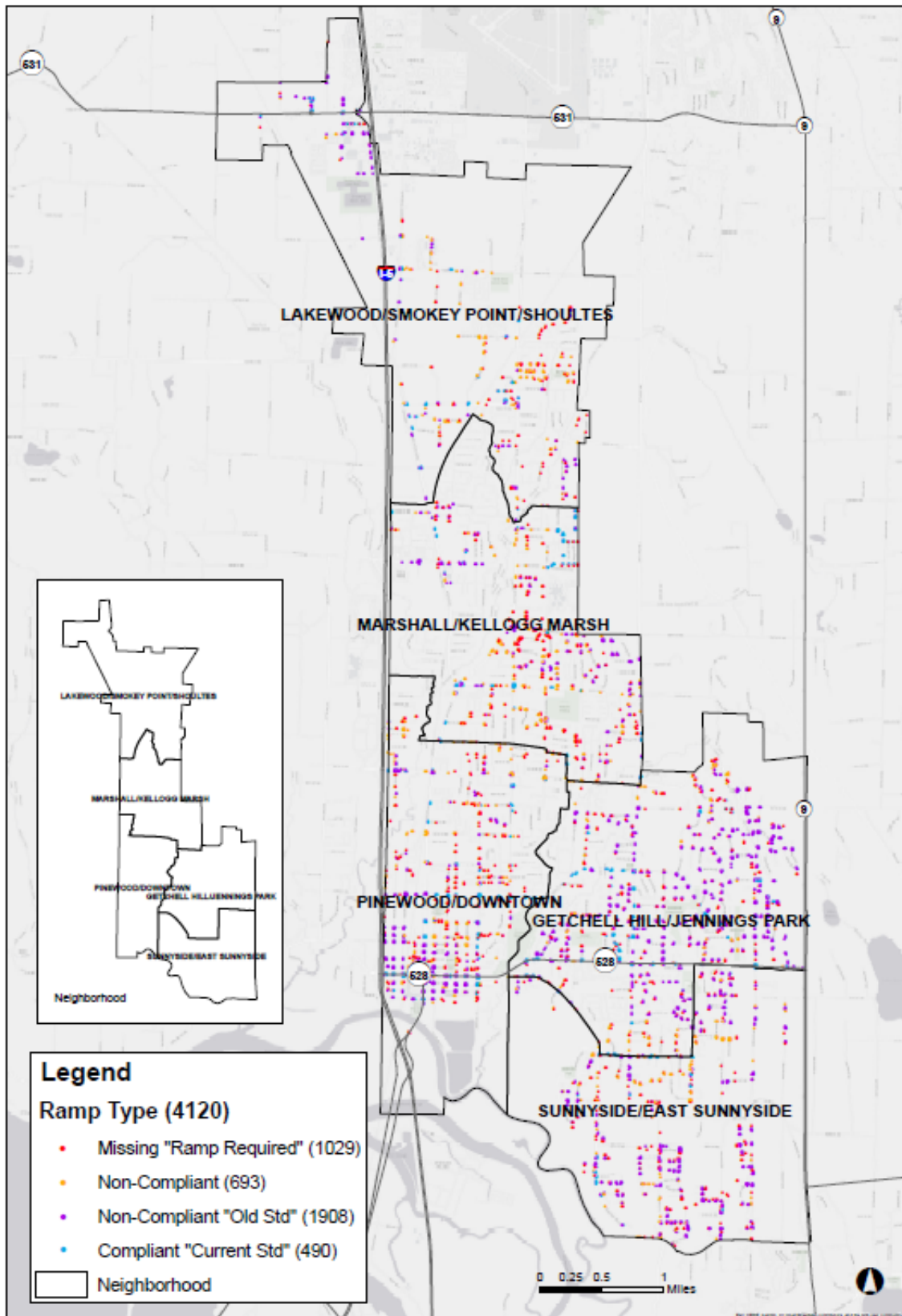




Figure 2. Marysville Curb Ramp Inventory (2019)



## 1.2 Sidewalks

### City-Provided Data

The City shared its sidewalk GIS data with project team staff in February 2019. This data included 55.9 miles (295,166 ft) of missing sidewalk. This is not a detailed inventory of ADA compliance of sidewalk facilities. The Marysville Comprehensive Plan prioritizes providing sidewalks on most collectors and arterials higher than providing them on residential streets. See **Figure 3** below.

**Figure 3. City-Provided Missing Sidewalk Network Map**



### IMS 2020 Assets Inventory Data

IMS prepared their sidewalk GIS layer in January 2020, which was provided to the City in March 2020. Of the 388.3 total miles (2,050,019 ft) of sidewalk inventory, approx. 166.8 miles (880,916 ft) or 43% of the total inventory was categorized as not having sidewalks. The IMS sidewalk layer inventory identifies missing sidewalk segments on all roadway types including residential, local, collector and arterial streets. See **Figure 4** below. This is not a detailed inventory of ADA compliance of sidewalk facilities. Field studies are recommended to identify ADA compliant and non-compliant sidewalk features as part of any Plan update. This inventory includes select attribute data helpful for identifying areas of potential non-compliance, including: sidewalk type, condition, material, width, position, location, obstructions, and length. For a detailed description of the sidewalk data attributes collected, see **Appendix B**. Note: Absence of sidewalks is not in and of itself a barrier to accessibility. However, transportation safety (for both motorized and non-motorized users) is a concerning matter for roadways without dedicated pedestrian facilities and/or narrow or absent shoulders. In addition, the City documents trip hazards along existing sidewalks that are reported by the public and identified during maintenance work.

**Figure 4. IMS 2020 Assets Missing Sidewalk Network Map**



### 1.3 Driveway Interface With Sidewalks

Spot checks were conducted using Google maps to assess the interface between driveways and sidewalks. This is not a detailed inventory of ADA compliance. Field studies are recommended to identify ADA compliant and non-compliant driveway interface with sidewalk features as part of any Plan update. Many streets in the Marysville roadway network do not have sidewalks. Many roads have one or no shoulder, and often driveways intersect with the roadway directly or with a 1-2 foot wide, but relatively narrow, mini-shoulder. Many driveways are gravel or have gravel between the paved shoulder and the paved driveway (see **Figure 5**). Where sidewalks are present in older neighborhoods and on older City arterials, the cross slopes may not be compliant with current 2010 ADA Standards (see **Figure 6**). These interfaces appear functional although they may have been built to the 1991 ADA Standards or are technically deficient. Otherwise, newer, or reconstructed arterial roadways appear to have functional, flatter cross slopes connecting sidewalks to driveways that appear compliant to current 2010 Standards or meet the Safe Harbor provision for facilities built to previous standards.

**Figure 5. Example of Direct or Mini-Shoulder to Driveway Interface (4528 84<sup>th</sup> St NE)**



**Figure 6. Example of Driveway to Sidewalk Interface in Older Neighborhoods (6412 65<sup>th</sup> Dr NE)**



1.4 Accessible Pedestrian Signals (APS)

The City provided the project team with a spreadsheet inventory of 45 traffic signal locations. The column “Fully ADA Pushbuttons” includes inventory data related to the pushbuttons only, not the APS signal system as a whole. Note: This inventory does not include evaluation of signal phase timing. The City keeps a record of the signal phase timing for all active signalized pedestrian crossings. Pedestrian crossing times account for the distance of the pedestrian pushbutton to the curb/cross walk entrance as well as the crosswalk distance. Additionally, at locations such as elementary schools with short duration heavy pedestrian movements, crossing times when warranted have been increased by time of day plans.

Per City engineering staff, the definition of “Fully ADA Pushbuttons” refers to the time of evaluation when some considered the audible PPBs (Pedestrian Pushbuttons) without vibrotactile arrow to be ADA-compliant. “Fully ADA Pushbuttons” refers to the pushbuttons only and means that a model with all ADA features is present (audible, vibrotactile arrow, locator tone, etc.). These locations may not fully meet current 2010 ADA Standards in regard to location of the pushbutton in reference to the curb ramp or separation from other pushbuttons. Many locations will need a traffic signal ADA inspection as part of future inventory inspections. In 2017, City staff performed ADA inspections at four (4) signalized intersections:

- 47<sup>th</sup> Ave NE and 4<sup>th</sup> St
- State Ave and 4<sup>th</sup> St
- 47<sup>th</sup> Ave NE and 3<sup>rd</sup> St
- Cedar Ave And 4<sup>th</sup> St

For a summary of the signal inventory, see **Table 2**. To review the traffic signal inventory spreadsheet data and 2017 ADA inspections, see **Appendix C**.

**Table 2. Accessible Pedestrian Signal (APS) Inventory Status**

“Fully ADA Pushbutton” Column Category	Category Definition	APS Compliance Status (2010 ADA Standards)	# of Signals	% of Signals
Project Name (2020)	Where a project w/ year is listed, the signal ADA components including pushbuttons, ped heads, ramps etc. will be upgraded to fully meet ADA Guidelines or reasons as to why some components of ADA cannot be met will be documented.	Fully Compliant to Maximum Extent Feasible	7	16%
X	PPB model is fully ADA; rest of signal may or may not meet all other ADA Guidelines	Partially Compliant	13	29%
X (not 10’ separated)	PPB model is fully ADA; however buttons do not meet 10’ separation required for ADA	Partially Compliant	2	4%
Blank		Non-Compliant	23	51%
<b>Total</b>			<b>45</b>	<b>100%</b>

## 1.5 Accessible Parking

### *Pavement Marking*

The IMS field data included a GIS layer of locations marked with the international wheelchair accessible symbol painted on the pavement. The inventory included four (4) accessible parking stalls in the City's public right of way:

- Two (2) angled parking stalls on the north side of 10<sup>th</sup> St just west of 47<sup>th</sup> Ave NE/Liberty St
- One (1) angled parking stall on the south side of 3<sup>rd</sup> St just east of State Ave (in front of Hilton Pharmacy & Gifts)
- One (1) parallel parking stall on a residential street at 5407 79<sup>th</sup> Ave NE where there were no other marked stalls

The self-assessment efforts included the use of Google® maps to identify the following additional marked stalls:

- One (1) accessible stall on the north side of 3<sup>rd</sup> St just east of State Ave
- One (1) parallel accessible parking stall on a residential street at 1908 8<sup>th</sup> Street (east of Union Ave) where there are no other marked stalls

Also of note, no accessible parking stalls were observed in the on-street parking surrounding Comeford Park adjacent to the Ken Baxter Community Center.

### *Accessible Parking Requirements*

The City is responsible to provide accessible parking in the public right of way. The 2010 ADA Accessibility Standards include a "safe harbor" for features that already comply with 1991 Standards but may not meet the new 2010 Standards. Any alterations made after March 15, 2012, must comply with the 2010 Standards, to the maximum extent feasible. For more information, see the National ADA Network's [2017 Fact Sheet on Accessible Parking](#). Note: Accessible parking at building facilities is not within the scope of this ADA Transition Plan.

The 2010 ADA Standards for parking spaces include the following:

**208 Parking Spaces. 208.1 General.** Where parking spaces are provided, parking spaces shall be provided in accordance with 208. **EXCEPTION:** Parking spaces used exclusively for buses, trucks, other delivery vehicles, or vehicular impound shall not be required to comply with 208 provided that lots accessed by the public are provided with a passenger loading zone complying with 503.

**208.2 Minimum Number.** Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2 and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

**Advisory 208.2 Minimum Number.** The term "parking facility" is used in Section 208.2 instead of the term "parking lot" so that it is clear that both parking lots and parking structures are required to comply with this section. The number of parking spaces required to be accessible is to be calculated separately for each parking facility; the required number is not to be based on the total number of parking spaces provided in all of the parking facilities provided on the site.

The 2010 ADA Standards **Table 208.2 Parking Spaces** requires the following number of parking spaces per parking facility:

**Table 3. 2010 ADA Standards Table 208.2 Parking Spaces**

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

*On-Street Accessible Parking PROWAG Guidelines (Best Practices)*

The U.S. Access Board recommends agencies follow the best practices identified in the 2011 PROWAG (Public Right of Way Accessibility Guidelines). The PROWAG is not currently enforceable. The [U.S. Access Board R214 On-Street Parking Spaces](#) states that where on-street parking is provided on the block perimeter and the parking is marked or metered, accessible parking spaces complying with R309 shall be provided in accordance with Table R214 (see **Table 4** below):

**Table 4. U.S. Access Board Table R214 On-Street Parking Spaces**

Total Number of Marked or Metered Parking Spaces on the Block Perimeter	Minimum Required Number of Accessible Parking spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 and over	4% of total

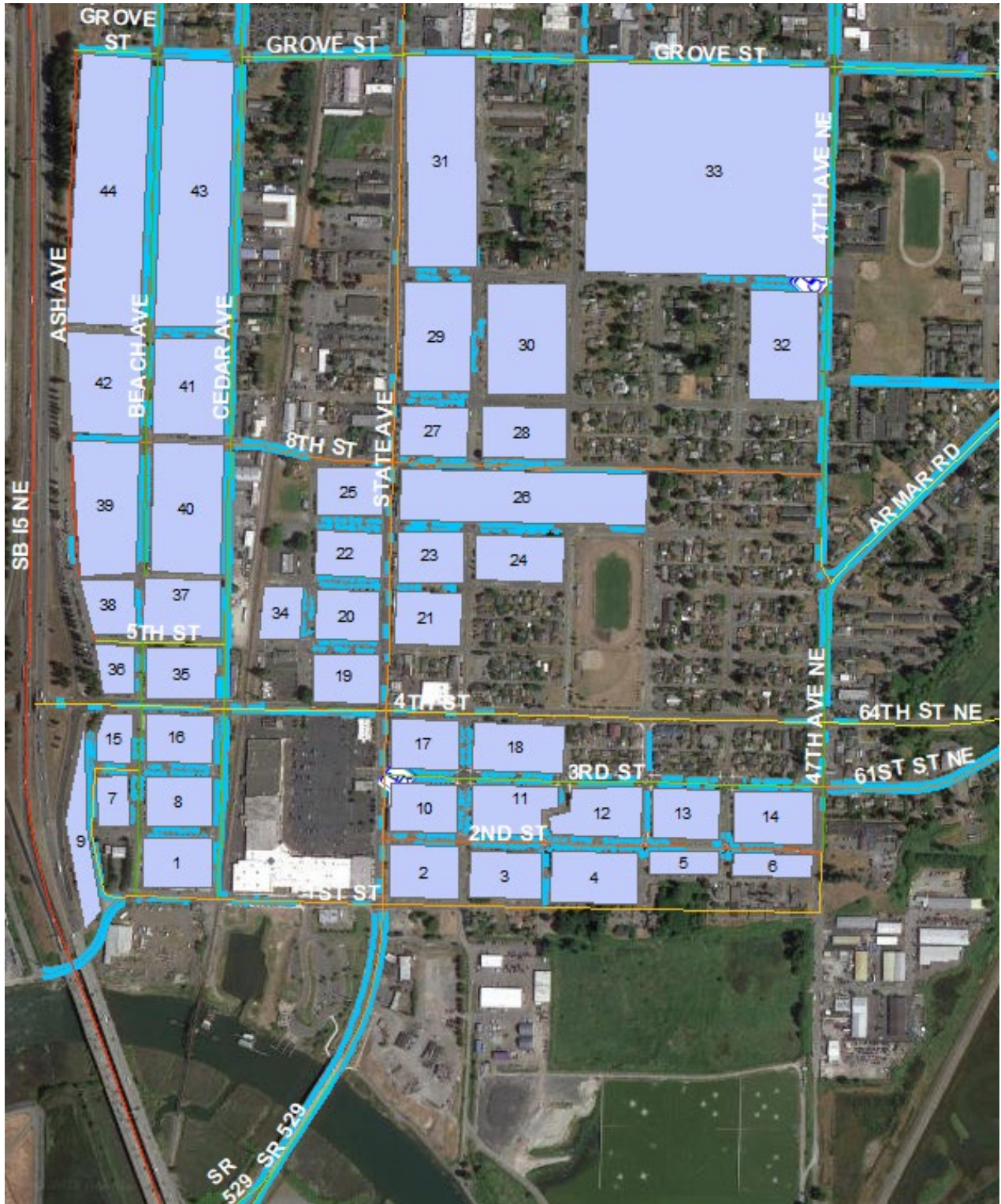
Based on **Table 4** above, each block perimeter with at least one on-street marked or metered parking stall requires at least one accessible parking stall.

To estimate the number of missing accessible parking stalls, the project team utilized GIS analysis tools to estimate the number of City block perimeters with at least one marked on-street parking stall based on the “Striping” GIS layer in the IMS field data. In **Figure 7** below, the “Striping” feature is represented by the teal markings and identifies locations in the City’s road network painted with white solid single lines. Next, a “block perimeter” polygon was created adjacent to on-street striped parking stall locations. The GIS analysis yielded forty-four (44) City blocks with one or more marked on-street parking stalls (see light purple, numbered polygons in **Figure 7**).

Note: The GIS block perimeters shown in **Figure 7** are rough sketches only and do not represent precise alignment with City public right of way boundaries. They are, however, sufficiently accurate to show where on-street marked parking stalls are located within the City block grid.

Three (3) of the accessible parking stalls identified in the City’s inventory were located on separate block perimeters with marked or metered parking stalls. Therefore, it is estimated that roughly forty-one (41) block perimeters with on-street marked or metered parking stalls lack ADA accessible parking stalls and are therefore not ADA compliant.

Figure 7. Marysville City Block Perimeters with Marked On-Street Parking





## 1.6 Recommendations

The following actions are recommended with respect to the barrier types inventoried:

### *Curb Ramps*

- Coordinate curb ramp upgrades with City Capital Facility Program (CFP) projects.
- Prioritize removal of curb ramp barriers at Missing and Non-Compliant locations higher than functional Non-Complaint “Old Standard” locations in the barrier removal schedule.
- Consider the role of public feedback to identify high priority curb ramp barriers.

### *Sidewalks*

- Continue expanding the City’s sidewalk network in accordance with planned City CFP projects.
- Consider the role of public feedback to identify high priority sidewalk barriers.
- Consider conducting a sidewalk ADA compliance field inventory at a future update to the ADA Transition Plan. Information gathered as part of the inventory may be used to develop a prioritized schedule and financial plan to remove identified barriers.

### *Driveway Interface With Sidewalks*

- Continue upgrading sidewalk/driveway interfaces in accordance with planned City CFP projects.
- Consider the role of public feedback to identify high priority driveway-to-sidewalk barriers.
- Consider conducting a driveway/sidewalk interface ADA compliance field inventory at a future update to the ADA Transition Plan. Information gathered as part of the inventory may be used to develop a prioritized schedule and financial plan to remove identified barriers.

### *Accessible Pedestrian Signals (APS) and Pushbuttons*

- Consider adding a “Fully APS System” column to the **SignalInventory.xls** to acknowledge signal systems that are fully ADA complaint across all system features.
- Consider developing a capital improvement program to prioritize and upgrade all remaining signals to incorporate fully ADA compliant equipment and features, all in accordance with the City’s Accessible Pedestrian Signal (APS) policy. See **Section I Accessible Pedestrian Signal (APS and Pushbutton Policy** below.
- Consider following the MUTCD guidance for signal phase timing at intersections.
- Consider the role of public feedback to identify high priority locations for APS.

### *Accessible Parking*

- At a future update to the ADA Transition Plan, evaluate accessible parking at City building facilities as part of ADA building evaluations.
- At a future update to the ADA Transition Plan, conduct an inventory of City on-street marked or metered parking stalls per block perimeter and identify those stalls that are ADA accessible. To achieve this, City GIS staff could:
  - Create a polygon feature class for on-street marked or metered parking stalls based on the IMS-provided STRIPING-White Solid Single Line GIS feature class.
  - Update the MARKINGS - Accessible Parking Symbol node feature class.
- Determine the number of deficient accessible parking stalls per block perimeter—including van-accessible parking spaces--based on the [U.S. Access Board R214 On-Street Parking Spaces](#) requirements. Per Safe Harbor, any alterations made after March 15, 2020, should comply with the 2010 Standards, to the maximum extent feasible.
- Develop a schedule to add the necessary accessible stalls to the City’s on street parking inventory.

- Consider the role of public feedback to identify high priority accessible parking needs.

#### *Recognition of Compliance Activities To Date*

The City of Marysville has taken the following steps to increase ADA compliance:

- Inventoried the City's curb ramp features for ADA compliance
- Inventoried the City's sidewalk network for existent and non-existent features and potential ADA barriers
- Field sampled the City's driveway interface with sidewalks network for potential ADA barriers
- Inventoried the City's accessible pedestrian signal/pushbutton features for ADA compliance;
- Inventoried the City's accessible parking inventory for potential ADA barriers based on 2011 PROWAG best practices guidelines
- Upgraded seven (7) traffic signals to include APS features to the maximum extent feasible as part of 2020 projects;
- Constructed ADA-compliant replacement ramps as a part of other City projects and overlays; and
- Required new and redevelopment projects to construct ADA-compliant ramps.

## 2. Programs, Services, and Activities Self-Evaluation

This section reviews the City's efforts to self-evaluate the policies and procedures of the City's programs, services and activities.

### 2.1 Programmatic Self-Evaluation Scope

#### *Existing Policy Documents Audit – May/June 2019*

In May/June 2019, an audit of the City's website found the following existing policies and/or procedures related to accessibility:

- Public Notice Under the ADA
- ADA Request for Accommodation Form (online and pdf download options)
- ADA Grievance Procedure and Form (online and pdf download options)

#### *Programmatic Assessment Questionnaire – April 2020*

Due to the wide variety of disabilities the ADA requires public agencies to accommodate, a Self-Assessment Questionnaire was completed by fifteen (15) department representatives and it included seventy-nine (79) questions that asked for "Yes," "No," or "Not Sure" responses and also allowed space for providing optional comments. This method provided a measure of area-specific compliance knowledge/activities. The Assessment Questionnaire was not intended to reveal violations of ADA policy in a punitive sense; rather, it was done to provide an understanding of existing conditions in the City.

Departments chosen to participate in the Assessment Questionnaire were selected by the project team as they represent the departments that most directly interface with the general public. These included:

- |                         |                       |                   |
|-------------------------|-----------------------|-------------------|
| • City Clerk            | • Engineering         | • Legal           |
| • Code Enforcement      | • Executive           | • Municipal Court |
| • Community Development | • Finance             | • Parks           |
| • Community Information | • Human Resources     | • Police          |
| • Emergency Management  | • Information Systems | • Public Works    |

See **Appendix D** for individual and collated questionnaire response documentation.

## 2.2 City Questionnaire Findings

### *Public Notice of ADA Provisions*

The City's Public Notice of ADA Provisions was found to be compliant with the requirements of the ADA. The document must be accessible in alternative formats (which can be requested). See **Section E Notice of ADA Provisions** above.

### *Request for Accommodation*

The City's Request for Accommodation has outdated contact person information. Otherwise, it was found to be compliant with the requirements of the ADA.

### *ADA Grievance Procedure and Form*

The City's ADA Grievance Procedure and Form has outdated contact person information. Otherwise, it was found to be compliant with the requirements of the ADA. See **Section D Complaint/Grievance Procedure** above.

### *Programmatic Assessment Questionnaire*

The Assessment Questionnaire responses revealed varying levels of ADA-compliance requirement awareness and ADA-compliant activities across the departments surveyed. The following section summarizes the Assessment Questionnaire findings according to the administrative requirements for a compliant ADA Transition Plan provided in WSDOT's Local Agency Guidelines (Chapter 29, Appendix 29.11), Section 28 CFR Part 35 of the ADA, and other ADA resources including the national ADA Network's ADA Title II Tutorial. Findings encompass the below areas:

- ADA Coordinator
- Public Notice under the ADA
- Grievance Procedure
- Effective Communication
- Website Accessibility
- Emergency Communication Services
- Employment Procedures
- Public Right of Way

Overall, most City staff have some knowledge regarding their obligations under the ADA at a macro level. Some departments are more knowledgeable or active than others regarding how to fulfill these obligations through specific policies and procedures.

### *ADA Coordinator/ Public Notice Under the ADA/Grievance Procedure*

Roughly half of the respondents know where to find the ADA/504 Coordinator contact information as it is posted in their building or available online. With respect to carrying out the responsibilities of this role, the ADA Coordinator identified that she directs public requests and complaints to appropriate personnel.

Two-thirds of respondents know where to find the Public Notice Under the ADA while one-third know how to make the Public Notice accessible in alternative formats.

Familiarity with the City's Grievance Policy and Procedure and where to find it is low. However, half of respondents said their agency keeps a record of filed grievances and responses.

## *Effective Communication*

### Provision of Auxiliary Aids

Most staff are aware that they are obligated to provide auxiliary aids to provide effective communication for persons with disabilities and that people with disabilities may not be charged a fee to cover the cost to provide those auxiliary aids.

The Communication Services and the Municipal Court know how to provide the greatest variety of auxiliary aids for persons who are deaf or hard of hearing. Roughly a third of departments know how to provide qualified sign language interpreters or use a TTY (Text Telephone) or TDD (Telecommunication Device).

The City Clerk's Office and Information Services offices are most familiar with auxiliary aids for people with vision disabilities. A third of departments know how to provide documents in large print. A handful can provide information in audio recording or screen-reader friendly accessible electronic formats.

Five departments were not sure or did not know how to provide any specific aids. Three departments did not provide answers for this section: Emergency Risk Management, Executive and Parks, Culture, and Recreation.

### Service Animals

Two thirds of departments are aware that public officials may ask two questions related to a service animal: A) If the animal is required because of a disability; and B) What work or task the animal has been trained to perform.

### Television Programs/Videos

Responses were a mix of "yes," "no," and "not sure" regarding provision of captioning or audio description formats for publicly produced television programs or videos.

### Telephone Communications

Two departments (Municipal Court and Parks, Culture, and Recreation) provide text telephone (TTY) or 711 Telecommunications Relay Services (TRS) upon request. Two departments (City Clerk and Parks, Culture and Recreation) provide TTY and TRS information on the City's hard copy and website publications wherever the City's telephone number is publicized. Four departments instruct public employees to accept and handle relayed calls.

### Sign Language Interpreters and Readers

Less than a third of departments have arrangements with a vendor to provide interpreting services. Two thirds of departments are aware that it is inappropriate to ask a family member or friend of a person who is deaf to serve as a sign language interpreters. Roughly half of departments know that a sign language interpreter or reader must be qualified to communicate effectively, accurately, and impartially (but is not required to have certification).

### Primary Consideration

Most departments are unsure if they give primary consideration to the preferred type of auxiliary aid requested by the person with a disability. However, half of departments are aware of situations when granting a request for primary consideration (preferred auxiliary aid type) is not required: A) The public entity can demonstrate that another equally effective means of communication is available; B) Use of the means chosen would result in a fundamental alteration in the service/program/activity; C) the means chosen would result in an undue financial and administrative burden.

### Policies and Procedures

Responses were mixed regarding whether departments publish the effective communication policy (Notice Under the ADA) on the agency's website in an accessible format so people with disabilities know about any reasonable advance notice requirements adopted by the agency.

Parks, Culture, and Recreation has department policies and procedures in place to respond to requests from the public for documents in accessible formats. Four departments have policies/procedures in place to respond to public request for sign language interpreters (given reasonable advance notice, at no charge, and/or written statement of reasons for denying an interpreter after considering all resources available). Three departments have policies/procedures to respond to public requests for note-takers, computer-assisted real-time transcription services and other aids/services.

Most departments have not had a situation where they have been unable to provide access to a request for an alternative format (the Municipal Court did have a situation). Three departments reported that employees within their department who interact with the public have been trained on the correct procedures to follow when a person requests an interpreter or other auxiliary aid/service.

### *Website Accessibility*

#### Policies and Procedures

Most respondents were not sure whether their agency had a written website accessibility policy and five respondents knew where to find the Website Accessibility Policy online. There is a mixed response regarding whether procedures have been developed to ensure that content is not added to the website until it has been made accessible, including whether text-based versions of pdf documents are posted. Most respondents are able to locate information for reporting website accessibility problems and requesting accessible services and information. Most departments reported no or not sure for having procedures in place to assure quick response to such website accessibility requests, or for having a specific written plan with timeframe to make all existing web content accessible.

Note: The City's [Website Accessibility](#) webpage directs users to contact individual departments for accessibility inquiries. However, it is not clear whether website accessibility is managed internally by individual departments or if a single department provides oversight/direction for ensuring website accessibility. The webpage has been designed according to [Section 508](#) and [2.0A and AA](#) website accessibility standards. According to the latter (also referred to as [Web Content Accessibility Guidelines](#) or WCAG) WCAG 2.0 was published on 11 December 2008. WCAG 2.1 was published on 5 June 2018. WCAG 2.0 and WCAG 2.1 are both existing standards and WCAG 2.1 does not deprecate or supersede WCAG 2.0.

### New Website Pages

Although many respondents provided “not sure” answers to this section, Information Systems and Community Information affirmed that new links and images have alternative descriptive text. Over a third of respondents reported “no” as to whether in-house and contractor staff have received appropriate training on website accessibility policies and procedures.

### *Emergency Communication Services*

For most questions related to this topic, respondents answered “not sure.” Many of the questions relate to ensuring capability to accept and conduct TTY calls, TTY equipment maintenance, and back up procedures in the case of equipment malfunction. While some City departments provide more emergency services than others, the responses reveal a knowledge gap regarding the TTY communication format.

### *Employment Procedures*

The majority of respondents reported that they ensure employees with decision making responsibilities are aware of and comply with ADA nondiscrimination requirements. One third of departments have a roster of employees with decision making responsibility for the employment process.

Most respondents are aware that application forms may not ask questions regarding the presence of a disability, that interviews are to be conducted in accessible locations, and that confidential disability-related materials must be kept in secure separate files. Many have been trained on what questions may be asked in the pre-employment process.

However, three departments confirmed that employment advertisements/announcements are made accessible in alternative formats and via TTY phone number. Most department are not sure how to identify and hire a qualified sign language interpreter if requested by an applicant.

### *Public Right of Way*

Four departments are aware of the requirement for an Accessible Pedestrian Signal (APS) Policy while most other departments are not sure.

## 2.3 Marysville Municipal Code and Engineering Design & Development Standards

A review of the City’s code and standards demonstrates the City does reference appropriate ADA standards as described below.

### *International Building Code*

It should be noted that while the 2010 ADA Standards for Accessible Design are currently the federal ADA standards, many states turn to other building codes when it comes to accessibility. For example, in Region 10, Washington, Idaho, and Alaska all use the International Building Code (IBC), while Oregon uses the Oregon Structural Specialty Code (based on the IBC but Oregon-specific). All of these states also use the ANSI A117.1 . When an entity, architect, or contract is building or modifying a building or feature, they first look at the code that the state uses, and if that feature is missing from the code or provides less accessibility than the ADA Standards, the Standards should be used for the specific feature. For more information, visit <http://nwadacenter.org/toolkit/ada-standards-and-international-building-code>.

### *Marysville Municipal Code on Code Standards*

The Marysville Municipal Code (MMC) Chapter 16.04.010 includes adoption by reference, exclusions, and exemptions regarding code standards:

*(1) Certain documents, copies of which are on file in the office of the building official of the city of Marysville, being marked and designated as the "International Building Code" and the "International Residential Code," and the "International Building Code Standards," 2009 Edition, published by the International Code Council, except for the provisions in subsections (3), (4) and (5) of this section, are adopted as the building code of the city of Marysville for regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures in the city of Marysville, providing for the issuance of permits and the collection of fees therefor, and providing for penalties for the violation thereof. Each and all of the regulations, provisions, penalties, conditions, and terms of said code are incorporated and made a part of this chapter as if fully set forth in this chapter.*

*(2) IBC and IRC Sections 101.1 Title. These regulations shall be known as the building code of the city of Marysville, Washington, hereinafter referred to as "this code."*

MMC Chapter 22C requires compliance with the International Code Council, and requires that development and redevelopment projects must meet the Americans with Disabilities Act (ADA). General site, accessible routes and building elements shall comply with ICC/ANSI A117.1-2003 or current edition.

### *Engineering Design and Development Standards on Curb Ramps*

Chapter 3 of the City's Engineering Design and Development Standards (September 1999, revised January 2017) Section 3-516:

*On all streets with vertical, ramped sections to facilitate passage of handicapped persons shall be constructed through curb and sidewalk at street intersections and other crosswalk locations. See Standard Plan 3-516-001. Where a ramp is constructed on one side of the street, a ramp shall also be provided on the opposite side of the street. Curb ramps shall be positioned so that a ramp opening is situated within the marked crosswalk or crossing area if unmarked. Curb ramps shall meet all ADA standards including maximum grade and cross-slope requirements. Curb ramps shall be designed and constructed in accordance with the latest WSDOT standard plans. Dual ramp layouts are preferred unless technically infeasible.*

### *Other References to Accessibility in Marysville Municipal Code*

The City's municipal code ([MMC](#)) was reviewed for accessibility language references. The search results are grouped by the search terms used including: "ADA," "Disabilities," "Disabled," and "Accessible." See **Appendix E**.

## 2.4 Recommendations

The recommendations provided below correlate to the eight ADA Compliance checklist items included in the Title II/Section 504/WSDOT LAG Chapter 29/Appendix 29.11 guidelines (See **Section K Accessibility Guidelines, Standards, and Resources**). Recommendations are provided in two groups based upon the amount of time required to satisfy the check list items:

- **Short Term Items** involve macro-level administrative requirements that are applicable in a uniform manner to all departments and can be accomplished within one year of the date of publication for this ADA Transition Plan.
- **Long Term Items** may require department-specific modifications to fit the services, programs, and activities provided by each department to be accomplished in two or more years.

#### *Short Term Items*

It is recommended the City prioritize the following items as they are “easily achievable” and comprise four out of the eight Title II/Section 504/WSDOT LAG Chapter 29 checklist requirements. It is recommended the City:

##### ADA/504 Coordinator:

- Work with all departments to make them aware of the name, contact information, and responsibilities of the designated ADA/504 Coordinator and ensure that staff know where the aforementioned information is publicly and internally published (such as on the City’s website).
- Provide the ADA/504 Coordinator with adequate training to carry out the responsibilities of the role including monitoring the implementation of the ADA Transition Plan to effectively coordinate with individual departments.
- See **Section C ADA/504 Coordinator** above.

##### Grievance/Complaint Procedure

- Update the contact information for the ADA Coordinator.
- Work with all departments to make them aware of the City’s updated ADA Grievance/Complaint Procedure, how to access it, and how to provide it in alternative formats.
- Train department staff on the specific purpose of this ADA Grievance/Complaint Procedure as opposed to the separate Request for Accommodation.
- See **Section D Grievance/Complaint Procedure** and **Appendix A**.

##### Public Notice of ADA Provisions

- Update the contact information for the ADA Coordinator.
- Work with all departments to make them aware of the Public Notice Under the ADA, how to access it, where to publicly post it, and how to provide it in alternative formats.
- Train department staff on the significance of the Public Notice Under the ADA as a policy and procedure reference document.
- See **Section E Notice of ADA Provision**.

##### Accessible Pedestrian Signal (APS) Policy

- Adopt an Accessible Pedestrian Signal (APS) Policy.
- Post the adopted APS Policy to the City website, and notify City staff of its existence and location.
- See **Section I Accessible Pedestrian Signal (APS) Policy**.



### *Long Term Items*

It is recommended the City address the following items within two or more years to satisfy the remaining four out of eight Title II/Section 504/WSDOT LAG Chapter 29 checklist requirements. Other recommendations are also included below. It is recommended the City:

#### Programs Services and Activities

- Prioritize production of policies and procedures and training of staff for the **Short-Term** Items.
- Use the Programmatic Compliance Checklist provided in **Appendix F** (a modified version of the Internal City Department Self-Assessment Questionnaire) to monitor progress towards compliance for existing and future City staff.

#### Self-Evaluation (1)

- It is acknowledged that the Programmatic Assessment efforts described above satisfy **in part** one of the Title II/Section 504/WSDOT LAG Chapter 29 checklist requirements. (This requirement encompasses physical barrier assessment completed in **Section F Self-Evaluation** for the public right of way as well as other City facilities including parks and buildings that is recommended to occur within six years of publication of this ADA Transition Plan).

#### Self-Evaluation (2)

- Maintain the completed self-evaluation and attached appendixes for this ADA Transition Plan on file and make it available on the City's website for public inspection for at least three years following its publication.

#### Municipal Code, Standards, and Accessibility During Construction/Maintenance Projects

- Considering having the City's legal team review the Marysville Municipal Code (MMC) to change references to "disabled persons" to "persons with disabilities" in line with ADA language etiquette best practices (see Module 7.3 "Use Person-First Language" of [ADA Title II Tutorial](#)).
- Consider including direct reference to 2011 PROWAG requirements.

## G. Public Outreach

### 1. Public Outreach Strategy

The project team conducted a public outreach strategy on both digital and in-person platforms. The project team sought input from the Mayor's ADA Advisory Committee regarding the proposed project website, online survey, and public workshop content at an internal City meeting on January 15<sup>th</sup>, 2020. With the Committee's approval, the project team worked with the City's Communications Administrator to launch the project website and respective map-enabled and screen-reader friendly surveys on January 29<sup>th</sup>, 2020.

The City advertised the project website, surveys, and public workshop on various media platforms including:

- City news release on February 12<sup>th</sup>
- The Marysville Globe "Briefly" announcement on February 14<sup>th</sup>
- Facebook posts on February 20<sup>th</sup>, February 29<sup>th</sup>, and March 3<sup>rd</sup>
- HeraldNet article on March 9<sup>th</sup>
- NextDoor platform on March 7<sup>th</sup>

#### 1.1 Project Webpage Content

Content for the project webpage content included a project description, schedule, links to online surveys (one map-enabled version and one screen-reader friendly version), public workshop meeting information, City staff contacts, a documents section for uploading the draft version for public comment and final version, and a recent/annual accomplishments section for further tracking of ADA Transition Plan implementation progress. For the project webpage content, see **Appendix G** or <https://www.marysvillewa.gov/1032/ADA-Plan>.

#### 1.2 Online Surveys

The map-enabled **Survey123 for ArcGIS** survey was administered by project staff from January 21<sup>st</sup> to March 22<sup>nd</sup>, 2020. City staff administered the screen-reader friendly **Survey Monkey** survey for the same period. The original March 8<sup>th</sup> deadline was extended to March 22<sup>nd</sup> to encourage additional community feedback. For survey content, see **Appendix G**.

#### 1.3 Public Workshop

The City hosted a Public Workshop on Wednesday, March 4<sup>th</sup>, 2020, from 6-7:30pm at the Marysville Public Library located at 6120 Grove St, Marysville, WA, 98270. Other than meeting facilitators, two members of the public attended the meeting. One participant is currently a member of the Mayor's ADA Advisory Committee. The other participant, a person who uses a wheel chair, shared valuable feedback for half a dozen locations throughout Marysville where he experiences physical access barriers including: railroad crossings, lack of sidewalks on his route to Columbia College, bus stops at distant locations from desired services, and lack of lighting at crossings. The 24"x36" map displays prepared for the workshop are included in **Appendix G**.

## 2. Public Outreach Findings

### 2.1 Public Workshop Findings

The following **Tables 5 to 7** and map **Figures 8 to 10** below display the public-right-of-way barrier locations identified by the public workshop participants. The barrier locations are organized by group numbers identified in the tables that correspond to the map call outs. For more detailed maps, see **Appendix G**.

**Table 5. Lakewood/Smokey Point/Shoultes Neighborhoods**

Group #		Barrier Locations
<b>Figure 8</b>		
<b>Group 1</b>	<ul style="list-style-type: none"> <li>136<sup>th</sup> St NE from 45<sup>th</sup> Ave NE to Shoultes Elementary School: no sidewalk on northern side from just west of railroad spur line over tracks to just west of 51<sup>st</sup> Ave NE</li> <li>136<sup>th</sup> Ave railroad spur line crossing - no paved shoulder therefore wheelchair user must cross in roadway</li> </ul>	
<b>Group 2</b>	<ul style="list-style-type: none"> <li>Lack of lighting/LED ground lights at crossing of 51<sup>st</sup> Ave NE at 139<sup>th</sup> ST and bus stop (crossing has flashers for vehicles, but not for crosswalk users)</li> <li>Non-compliant curb ramps from 51<sup>st</sup> Ave NE heading west onto 139<sup>th</sup> St NE</li> </ul>	
<b>Group 3</b>	<ul style="list-style-type: none"> <li>Lack of Sidewalks on 51<sup>st</sup> Ave NE</li> </ul>	
<b>Group 4</b>	<ul style="list-style-type: none"> <li>Railroad crossing at 116<sup>th</sup> St and State Ave: lack of advance warning truncated domes</li> </ul>	
<b>Group 5</b>	<ul style="list-style-type: none"> <li>Bus stop at State Ave and 113<sup>th</sup> St NE: no crosswalk markings; why is this stop located this far away from State Ave/116<sup>th</sup> St intersection and adjacent shopping centers/services?</li> </ul>	

**Table 6. Pinewood/Downtown Neighborhood**

Group #		Barrier Locations
<b>Figure 9</b>		
<b>Group 8</b>	<ul style="list-style-type: none"> <li>Group Vicinity of Pinewood Elementary School: square created by 88<sup>th</sup> St NE, 55<sup>th</sup> Ave, and 84<sup>th</sup> St NE: missing sidewalks</li> <li>Curve from 55<sup>th</sup> Ave NE heading south onto 84<sup>th</sup> St NE heading west: blind corner/poor sight distance and roadway markings feel unsafe</li> </ul>	
<b>Group 9</b>	<ul style="list-style-type: none"> <li>72<sup>nd</sup> St NE and State Ave: sections of uneven sidewalk</li> </ul>	
<b>Group 10</b>	<ul style="list-style-type: none"> <li>Lack of Sidewalks on 51<sup>st</sup> Ave NE</li> </ul>	
<b>Group 11</b>	<ul style="list-style-type: none"> <li>7<sup>th</sup> St and State Ave: angle where curb cut slope meets road slope creates hazard</li> </ul>	
<b>Not mapped</b>		
<b>General</b>	<ul style="list-style-type: none"> <li>Lack of sidewalks</li> <li>Bus stops without sidewalks create steep ingress/egress for mobility devices accessing buses</li> <li>Railroad crossings: lack of advance warning truncated domes or lack of paved shoulder/sidewalk</li> </ul>	

Figure 8. PROW Barrier Groups - Lakewood/Smokey Point/Shoultes and Marshall/Kellogg Marsh

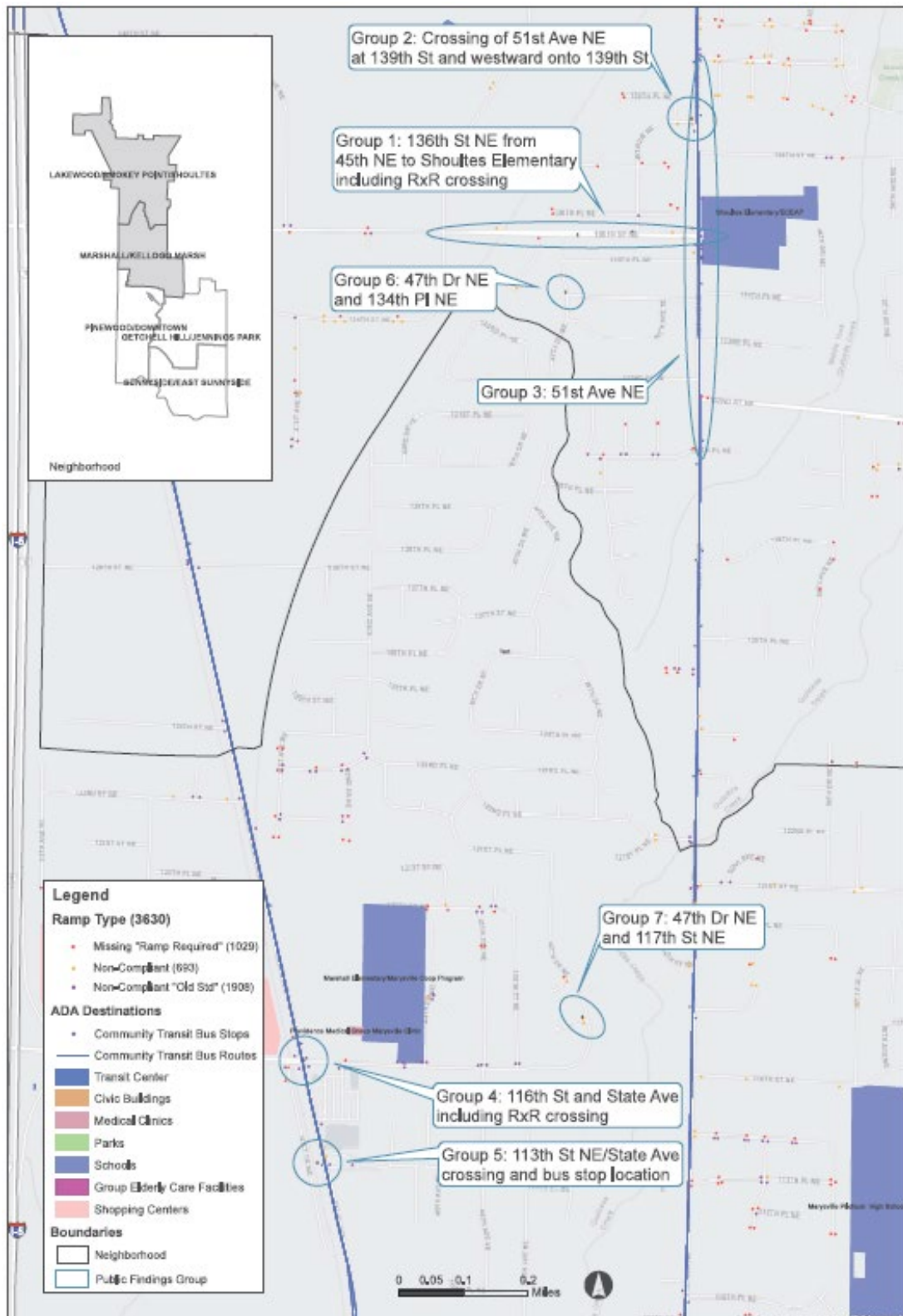
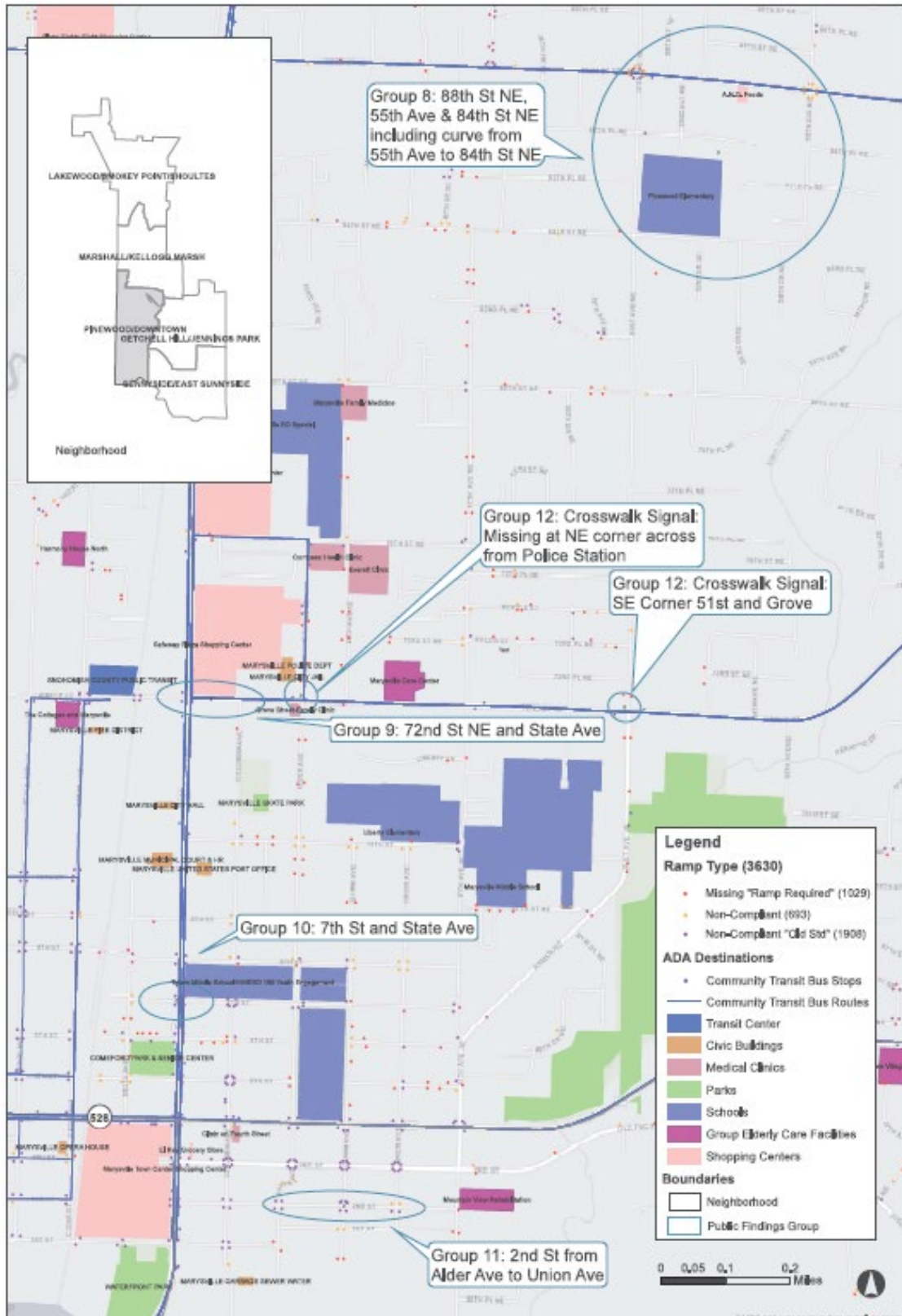


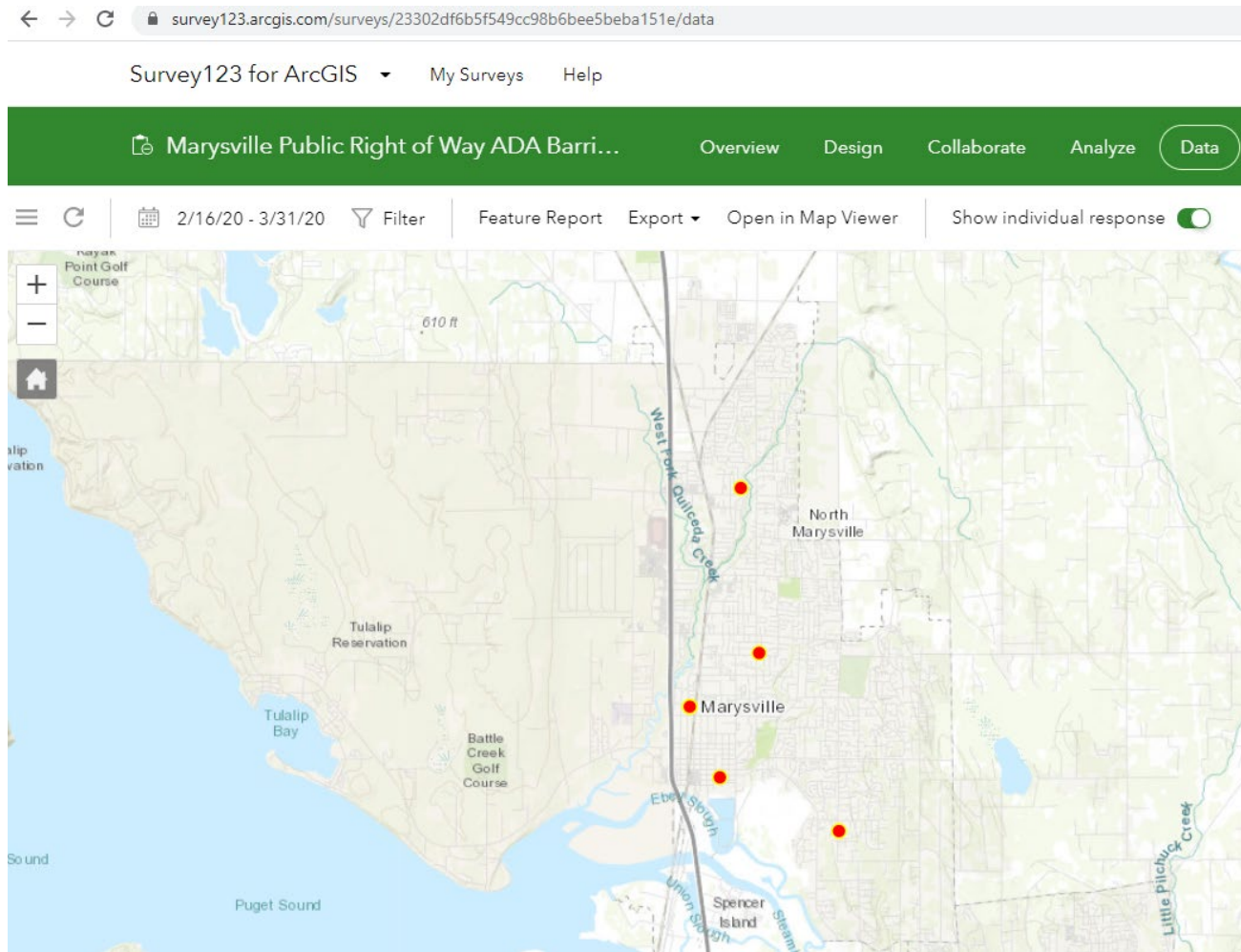
Figure 9. PROW Barrier Groups - Pinewood/Downtown



### 2.2 Map-Enabled Survey123 for ArcGIS Survey Results

For the online survey responses, the red dots in **Figure 10** were assigned a group number in **Table 7**. These grouped locations are also included in map **Figures 8 and 9** above. Complete raw survey data is provided in **Appendix G**.

**Figure 10. Online Survey Map Results Snapshot**



**Table 7. Survey123 for ArcGIS Public Comment Barriers**

GROUP #		BARRIER LOCATIONS
<b>Figure 8 above</b>		
<b>Group 1</b>	<ul style="list-style-type: none"> <li>47<sup>th</sup> Dr NE and 136<sup>th</sup> St NE (This is also near railway crossing with no sidewalk on 136<sup>th</sup>).</li> </ul>	
<b>Group 6</b>	<ul style="list-style-type: none"> <li>Missing sidewalk in neighborhood in vicinity of 47<sup>th</sup> Dr NE and 134<sup>th</sup> PI NE</li> </ul>	
<b>Group 7</b>	<ul style="list-style-type: none"> <li>High curb at crosswalk at 117<sup>th</sup> St NE near 47<sup>th</sup> Dr NE</li> </ul>	
<b>Figure 9 above</b>		
<b>Group 8</b>	<ul style="list-style-type: none"> <li>Missing sidewalks on 84<sup>th</sup> Street, 55<sup>th</sup> Avenue and 88<sup>th</sup> Street (3 people identified these locations in the vicinity of Pinewood Elementary School)</li> </ul>	
<b>Group 11</b>	<ul style="list-style-type: none"> <li>Lack of crosswalks on all of 2<sup>nd</sup> at new roundabouts</li> </ul>	
<b>Not Mapped</b>		
<b>General</b>	<ul style="list-style-type: none"> <li>Bus stops along State (west side) do not have curb cuts</li> <li>Poles in the middle of gates meant to keep bikes out also keep wheelchairs out</li> <li>Desire for overall improvement of City sidewalk maintenance including increase in sidewalk and light pedestrian crossings</li> </ul>	

2.3 Survey Monkey Survey Results

One person reported the following ADA barriers via the alternative format online survey. See **Table 8** below. The Group 12 barriers are identified in map **Figure 9** above. Complete raw survey data is provided in **Appendix G**.

**Table 8. Survey Monkey Public Comment Barriers**

GROUP #		BARRIER LOCATIONS
<b>Figure 9 above</b>		
<b>Group 12</b>	<ul style="list-style-type: none"> <li>Crosswalks signals that are not in working order in [inclement] weather:</li> <li>SE corner 51<sup>st</sup>/Grove-next to Dr. Gold’s office</li> <li>Missing one at NE corner across from the police station</li> </ul>	
<b>Not Mapped</b>		
<b>General</b>	<ul style="list-style-type: none"> <li>Sidewalks with recently installed on[e]-sided yellow grading leaving side streets with level access to the sidewalks</li> <li>Uneven sidewalks throughout the entire town are a tripping hazard for all citizens not just the physically disabled or seniors</li> </ul>	

2.4 Other Online Feedback

One person posted a request on the City’s Facebook page for all crosswalks in Marysville to have pedestrian signal walk lights and sound alerts. The person expressed concerns about safety for crossing based on motorized signal alerts (green lights) and crossing at night. Complete raw survey data is provided in **Appendix G**.

2.5 November 2020 Public Comments on Draft ADA Transition Plan

One person provided comments on the Draft Plan during the two-week public comment period held November 10-24, 2020. The comment is included in **Appendix G**.

### 3. Recommendations

Members of the public with disabilities, their service providers, loved ones, and advocates are an invaluable resource for identification of accessibility barriers. Addressing public feedback is therefore a critical component of the ADA Transition Plan process. It is recommended the City:

- Consider prioritizing the barriers identified by the public for removal to the maximum extent feasible in the short-term (1 to 6 years) following publication of this ADA Transition Plan.
- Consider using this project webpage platform for communicating progress towards implementation of the ADA Transition Plan via annual report updates.
- Consider using the map-enabled survey123arcgis.com and/or Survey Monkey tools for future public engagement efforts related to continued public-right-of-way barrier identification and prioritization.



## H. ADA Transition Plan

This section covers the prioritization method, cost estimates, barrier removal schedule and funding strategies for removing accessibility barriers in the City of Marysville's:

- Public right-of-way
- Programs, services and activities

Due to the unique nature of each barrier type, both generic and barrier-specific prioritization criteria were applied to prioritizing barriers. Generic priorities are described here. Barrier-specific priorities are covered in **Section 3.1 Public Right of Way** and **Section 4.1 Programmatic** prioritization sections below.

Barrier removal schedules are based on an estimated number of years required to remove identified barriers. Funding strategies are based on levels of annual funding in dollars.

### 1. Generic Prioritization

The City acknowledges that prioritization criteria will differ depending on the nature of an accessibility barrier. It is recommended all City departments apply this generic schema as the guiding prioritization policy for all barrier types:

#### 1.1 Higher Priority

- Barriers to accessibility identified in filed grievances/complaints.\*
- Barriers to accessibility identified through public engagement efforts.
- Barriers to accessibility correlated to planned capital improvement projects, department maintenance projects, and policies and procedures.
- Barriers serving State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

#### 1.2 Lower Priority

- Barriers for services not frequently used by the public.
- Barriers to accessibility in public right of way facilities slated for demolition or pending renovation.
- Barriers to accessibility where alternative locations or formats make programs, services, or activities accessible (i.e. situations wherein accommodations can be made to provide alternative equal access).

\*It is assumed that filed grievances/complaints about barriers to accessibility be considered high priority for a response and resolution in accordance with the City's adopted ADA Grievance Policy and Procedure and any other established relevant policies.

The project team acknowledges the participation and cooperation of City staff to develop the above prioritization criteria. The criteria are guided by the overarching principle that barriers identified and/or experienced by people within the ADA community are of higher priority for removal than other barriers. Public outreach efforts are therefore a critical component of the prioritization process. The criteria also take into consideration concurrent City projects/planning efforts to maximize the efficiency of accessibility barrier removal.

## 2. Public Right of Way ADA Transition Plan

This section covers the barrier-specific prioritization, removal schedule, removal cost estimates and financial plan for accessibility barriers in the City of Marysville's public right of way.

### 2.1 Public Right of Way Barrier Prioritization

#### *Review of Capital Facilities Plan/Transportation Improvement Program*

Capital Facility Plan documents as well GIS data available related to future planned project locations was reviewed. The City's 2020-2025 Transportation Improvement Program (TIP) was available in GIS, spreadsheet, and document format. The City uses the TIP for both short 6-year (funded) and long-range (unfunded) transportation projects.

Other GIS files related to water, sewer, and storm water planning were provided and represented inventory and system completion data. For purposes of barrier prioritization, the City decided not to include water/sewer/storm projects because there is not a significant practicality/cost benefit to combining ramps with utility projects. In addition, City staff believe the budget would be better spent on other locations (utility projects are not always in the same location as high usage/priority pedestrian facilities).

**Note:** It is recommended the City revisit the feasibility of geo-coding the other capital facility project types (water, sewer, and storm water) in future updates of the ADA Transition Plan to efficiently pair ADA curb ramp upgrades with planned improvement projects wherever possible.

#### *Curb Ramp Barriers*

The City established the following two-pronged policy for addressing curb ramp barriers:

- Curb Ramp Barriers within 50 feet of 2020-2025 identified Transportation Improvement Program (TIP) projects will be removed as part of the TIP project
  - Exceptions: Crack filling and sealing, surface sealing, chip seals, slurry seals, fog seals, scrub sealing, joint crack seals, joint repairs, dowel bar retrofit, spot high-friction treatments, diamond grinding, and pavement patching will not trigger curb ramp barrier removal as they are considered maintenance under the ADA.
- Curb Ramp Barriers beyond 50 feet of TIP projects as defined above will be prioritized by a combination of a priority rank score (see below) and public feedback.

Further City discussion and public engagement feedback of curb ramp barriers identified additional priorities.

- Curb ramp barriers near transit facilities (centers, routes, and stops) will be prioritized twice as heavily.
- Missing and Non-Compliant ramp barriers will be prioritized higher than functional Non-Compliant (Old Standard) in the ADA Transition Plan barrier removal schedule.

See **Table 9** below.

**Table 9. Curb Ramp Barriers by Group**

Group	Curb Ramp Barrier Type		Priority Level	# of Curb Ramp Barriers	% of Curb Ramp Barriers
A	Within 50ft of TIP Project (TIP)		-	345	10%
B	Beyond 50ft of TIP Project (Non-TIP)		-	3,285	90%
	B1	Missing/Non-Compliant	Higher	1580	43%
	B2	Non-Compliant (Old Standard)	Lower	1705	47%
Total				3,630	100%

*Curb Ramp Barrier Prioritization GIS Model*

A GIS map was created of destinations likely accessed by members of the ADA community within City limits. The destinations align with federal guidelines in Section 2.1 and include:

- Civic Buildings
- Transit Centers
- Transit Stops
- Transit Routes
- Medical Clinics
- Parks
- Schools
- Group/Elderly Homes
- Shopping Centers

Each curb ramp barrier received a priority rank score based upon the following parameters:

- 1) How close a curb ramp barrier is to an individual destination (0.1 to 0.5 miles)
- 2) How many destinations a curb ramp barrier is close to (1 to 9).

Curb ramp barriers closest to the most destinations scored higher than curb ramp barriers that were farther away from fewer destinations. For instance, a curb ramp barrier within 0.1 miles of all nine destination types scored 18,000 while a curb ramp within 0.5 miles of one destination received a score of 1. Curb ramps beyond 0.5 miles of any destination scored zero. See **Table 10** and **Figures 11-16** below. For model documentation and prioritized curb ramp list, see **Appendix H**. For 24"x36" detailed maps of **Figures 11-16**, see **Appendix I**.

**Table 10. Priority Rank Score Index**

Priority Rank Score Index					
# of Destinations in Distance Buffer	Distance Buffer (in miles) from Destination				
	0.1	0.2	0.3	0.4	0.5
9	18000	6000	2000	500	100
8	16000	5000	1750	400	75
7	14000	4000	1500	300	50
6	12000	3000	1250	200	25
5	10000	1900	1000	100	5
4	8000	1800	750	80	4
3	6000	1700	500	70	6
2	4000	1600	250	60	2
1	2000	1500	100	50	1

Figure 11. Curb Ramp Barriers by Inventory Type - North Marysville

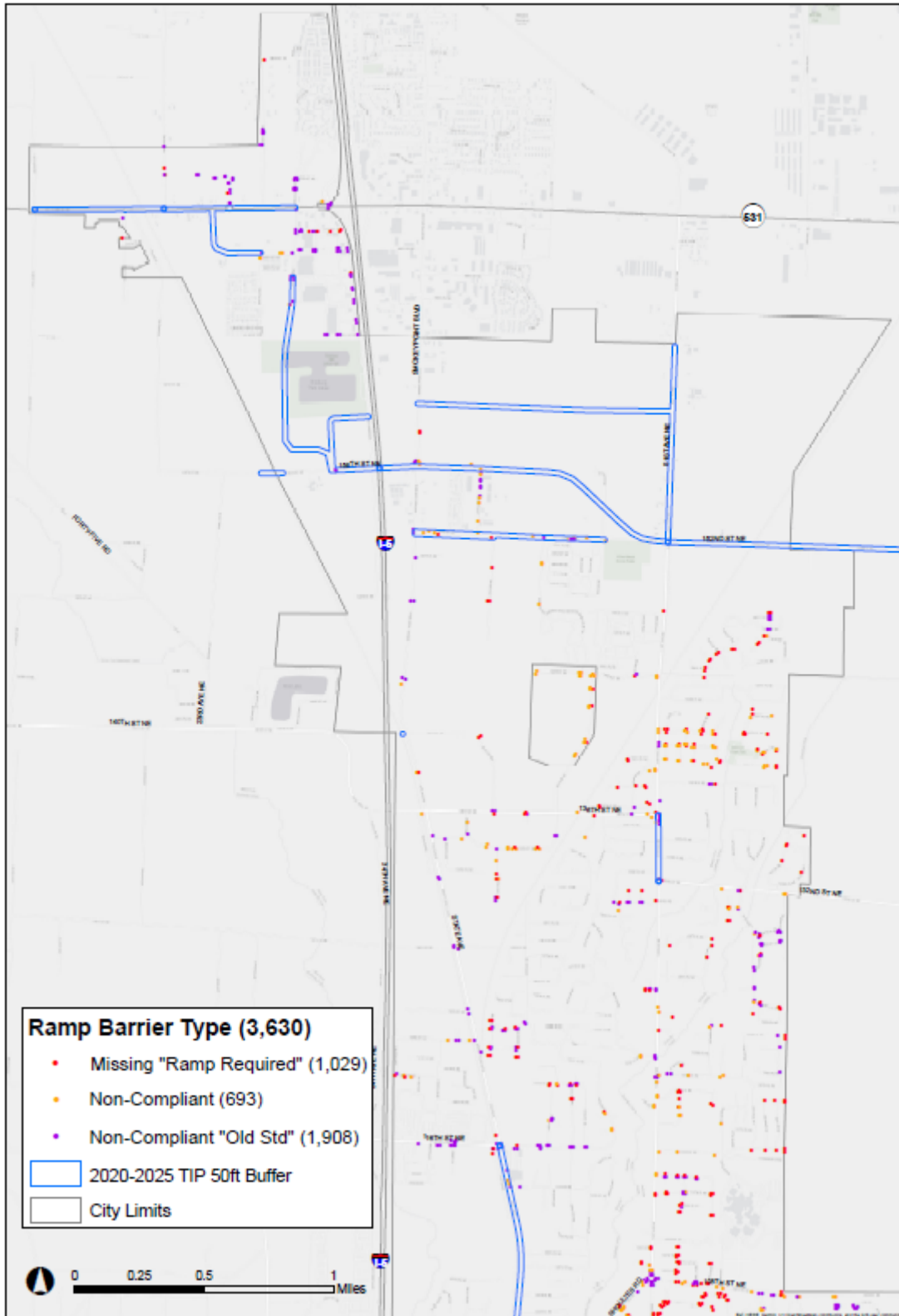


Figure 12. Curb Ramp Barriers by Inventory Type - Central Marysville

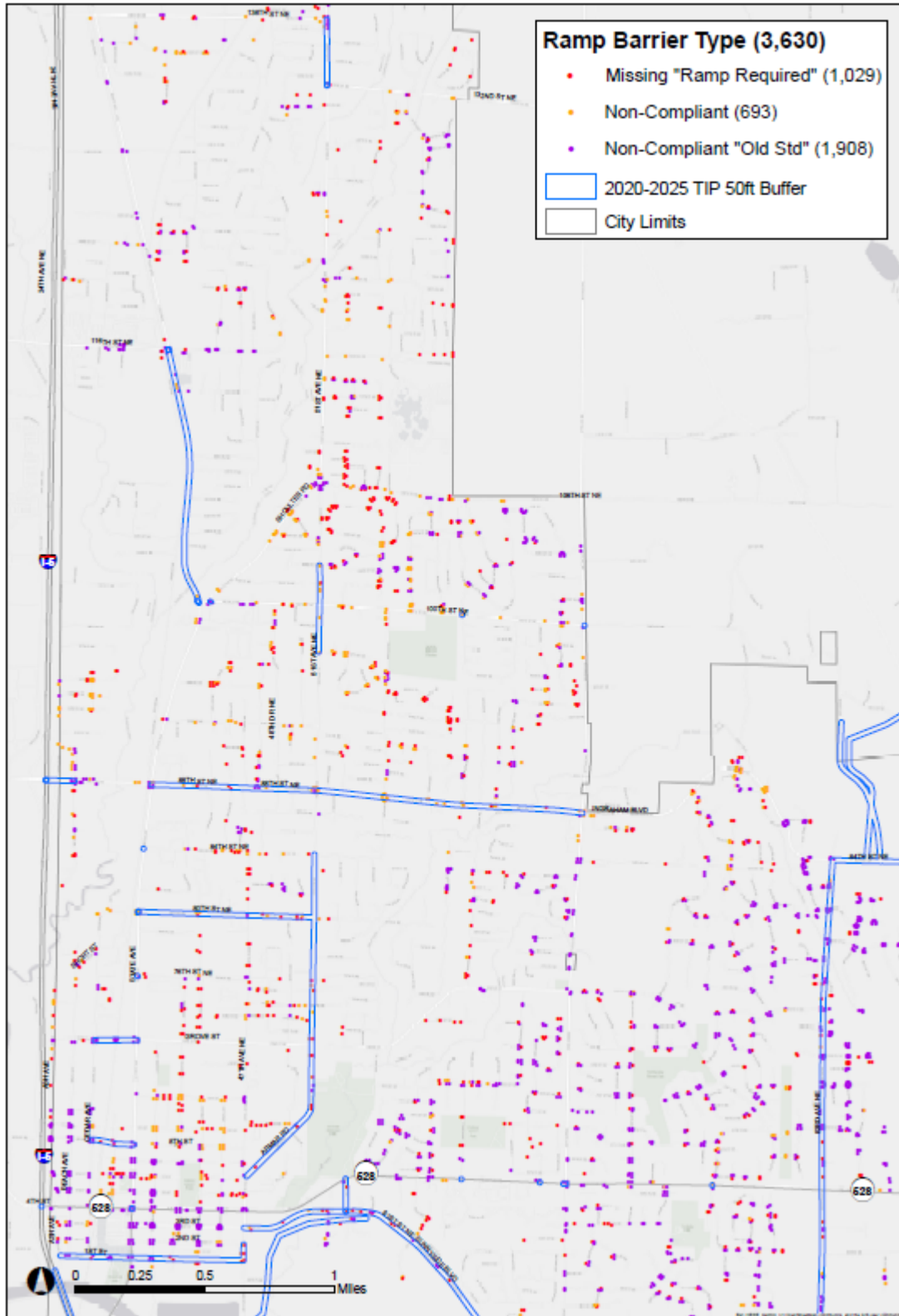


Figure 13. Curb Ramp Barriers by Inventory Type - South Marysville

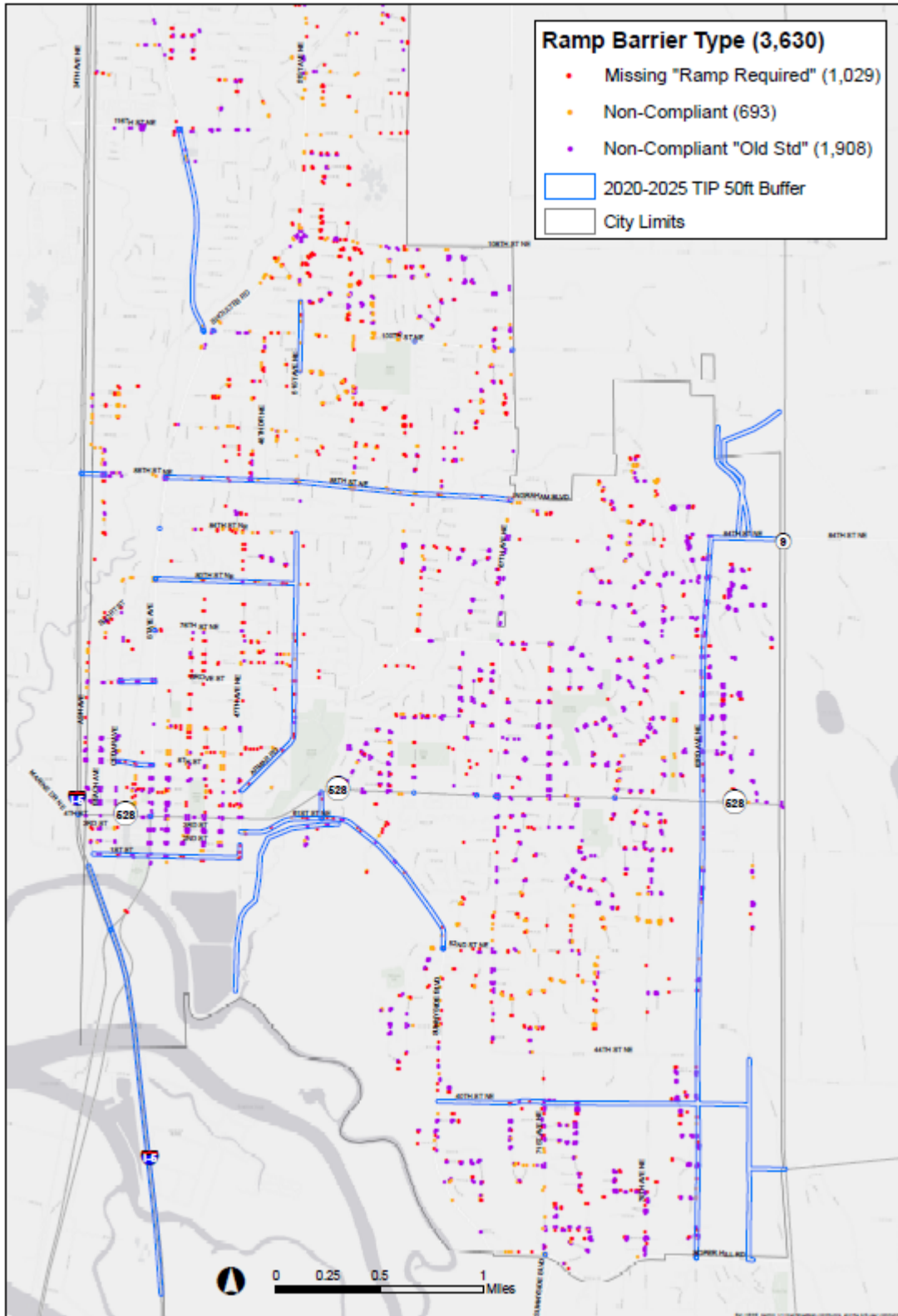


Figure 14. Curb Ramp Barriers by Priority Rank Score - North Marysville

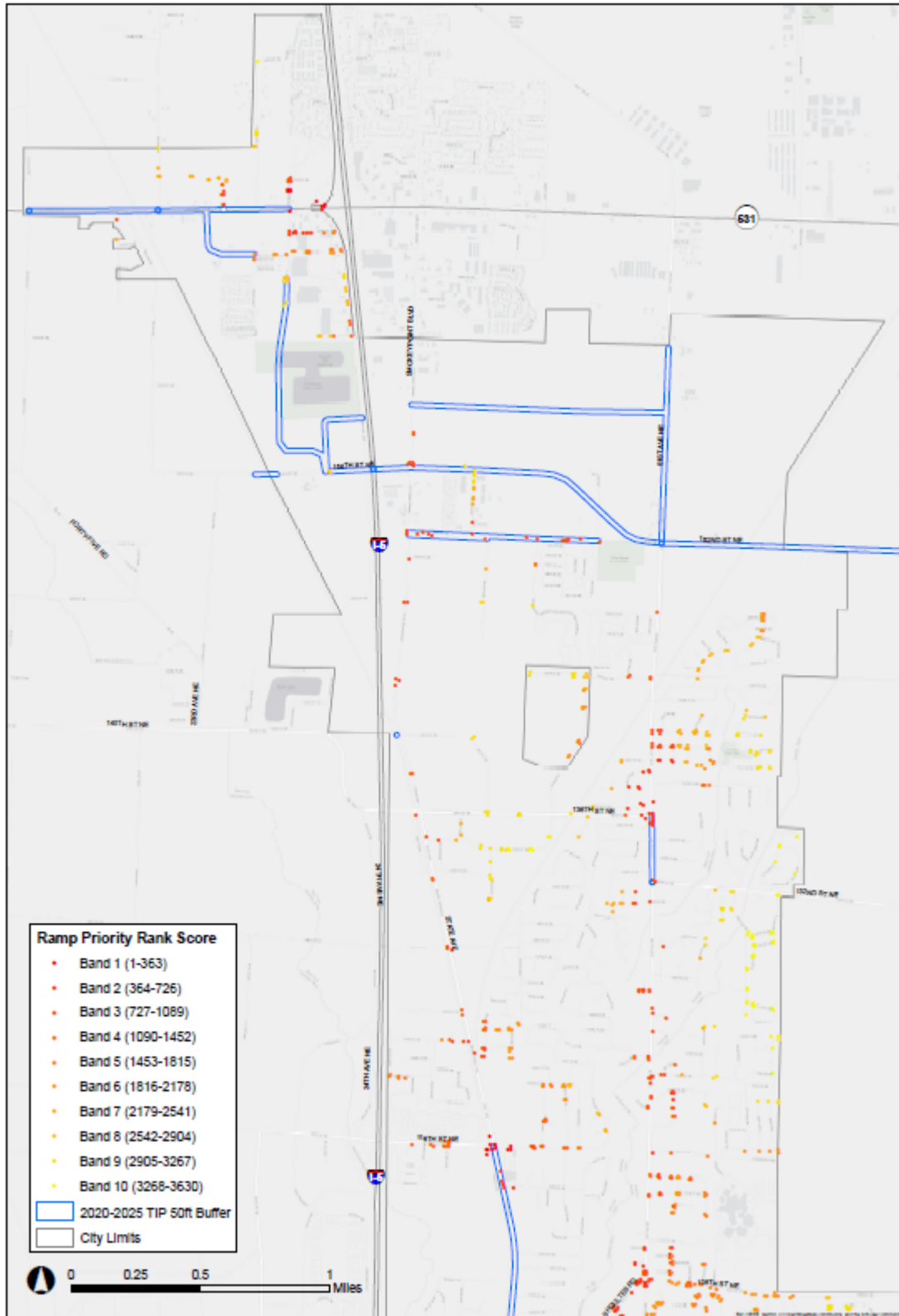


Figure 15. Curb Ramp Barriers by Priority Rank Score - Central Marysville

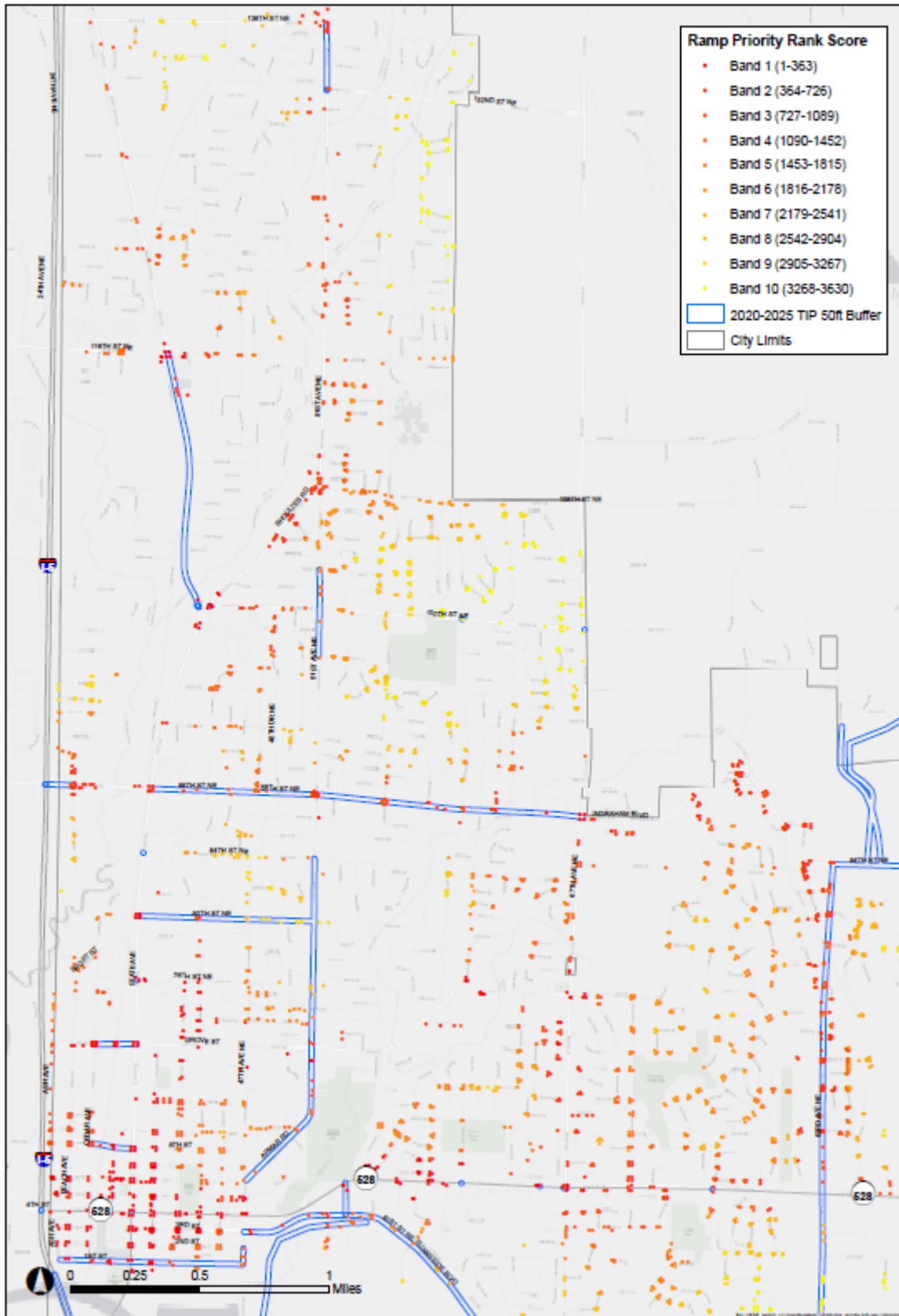
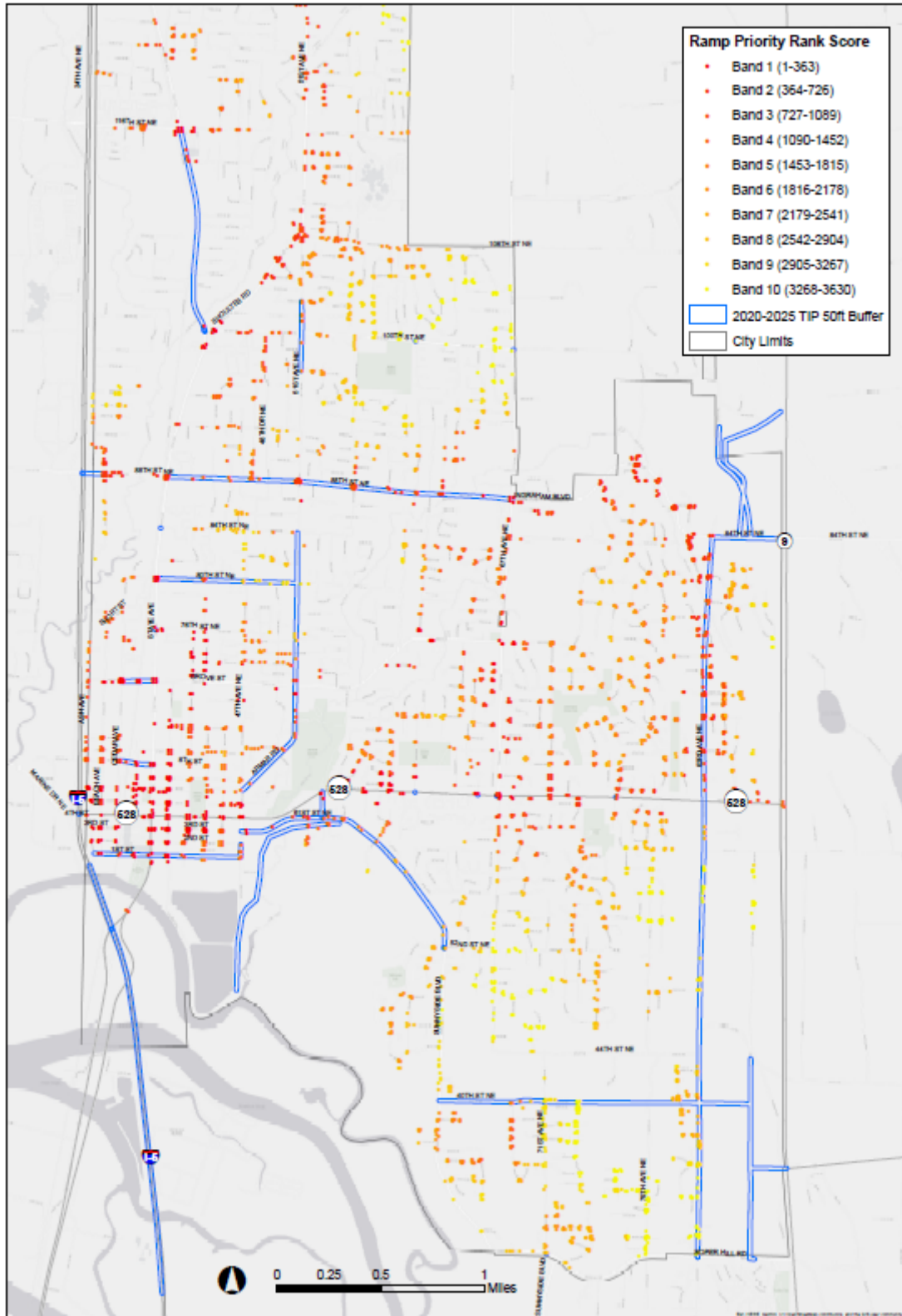




Figure 16. Curb Ramp Barriers by Priority Rank Score - South Marysville



*Sidewalk Barriers*

Prioritization of sidewalk barriers is driven by planned CFP projects and feedback from public engagement efforts.

*Driveway Interface with Sidewalk Barriers*

Prioritization of sidewalk/driveway interface barriers is driven by planned CFP projects and feedback from public engagement efforts.

*Accessible Pedestrian Signal (APS) Barriers*

Prioritization of pedestrian crossing (Accessible Pedestrian Signal “APS”) barriers will be driven by the City’s Accessible Pedestrian Signal Policy. See **Section I Accessible Pedestrian Signal (APS) Policy** below.

*Accessible Parking Barriers*

Prioritization of accessible parking barriers is driven by planned CFP projects and feedback from public engagement efforts.

2.2 Public Right of Way Barrier Removal Cost Estimates

*Curb Ramps*

Curb ramp barrier removal costs vary due to differences in curb type and sidewalk/intersection interface. For cost estimating purposes, a median cost estimate of \$15,000 is recommended, with a plus or minus 15% cost estimate range of \$12,500 to \$17,50 per curb ramp. See **Table 11** below.

**Table 11. Individual Curb Ramp Barrier Cost Estimate**

<b>Task</b>	<b>Cost</b>
Survey/Map	\$1,500
Design	\$1,700
CM	\$1,200
Construction	\$8,600
Contingency	\$2,000
<b>Median Cost per Curb Ramp</b>	<b>\$15,000</b>
<i>Low (85%)</i>	<i>\$12,500</i>
<i>High (115%)</i>	<i>\$17,500</i>

At an average price of \$15,000 per ramp, the total ADA curb ramp program cost estimate is \$54,450,000 to replace all 3,630 curb ramp barriers. See **Table 12** below.

**Table 12. ADA Curb Ramp Barrier Removal Cost Estimate Summary**

<b>Curb Ramp Barrier Type</b>	<b>Count</b>	<b>Cost (\$2020)</b>
Group A - Curb Ramp Barriers within 50 feet of TIP/CFP Projects	345	\$5,175,000
Group B1 - Missing/Non-Compliant Curb Ramps	1,580	\$23,700,000
Group B2 - Old Standard/Functional Curb Ramps	1,705	\$25,575,000
<b>Total Curb Ramp Barrier Removal Cost Estimate</b>	<b>3,630</b>	<b>\$54,450,000</b>

*Sidewalks*

Cost estimates for sidewalk barriers are unavailable until an ADA inventory evaluation is complete.

*Sidewalks - Illumination*

While not identified in typical ADA Transition Plan development as a barrier, public feedback identified various locations where lack of sidewalk illumination presented mobility barriers. The City should consider the public feedback received when planning sidewalk illumination. It is estimated to cost \$60/LF to construct a City-owned and maintained illumination system. Adding a new luminaire onto Snohomish Public Utility District (PUD) owned utility poles to improve lighting is expected to be more cost effective if applicable based upon site conditions. Costs for improvements to the illumination have not been included within this plan.

Note regarding sidewalk vegetation maintenance and snow removal: According to MMC Chapter 12.12, it is the responsibility of abutting property owners to maintain the sidewalk. Per MMC 12.12.020, the public works department or designee shall notify the owner of the property to clean, repair, or renew the sidewalk.

*Driveway Interface with Sidewalks*

The total estimated cost for removing driveway/sidewalk interface barriers is unknown until an ADA inventory is conducted. It is recommended the City conduct the GIS inventory inhouse.

*Accessible Pedestrian Signals (APS)*

It is estimated to cost \$35,000 per traffic signal to install full APS ADA-compliant features at an intersection. To upgrade to fully accessible pushbuttons only, it is estimated to cost \$10,000 per intersection. Of the total 45 traffic signals in the City of Marysville, seven (7) are undergoing APS upgrades to the maximum extent feasible in 2020. Of the remaining 38, fifteen (15) are partially compliant. As a place holder, the total cost estimate for removing APS ADA barriers is \$1,150,000. See **Table 13**.

**Table 13. Accessible Pedestrian Signal (APS) Barrier Removal Cost Estimate Summary**

<b>“Fully ADA Pushbutton” Column Category</b>	<b>Category Definition</b>	<b>APS System Compliance Status</b>	<b># of Signals</b>	<b>Estimated Cost Per Signal (\$2020)</b>	<b>Estimated Cost (\$2020)</b>
Project Name (2020)	Where a project w/ year is listed, the signal ADA components including pushbuttons, ped heads, ramps etc. will be upgraded to fully meet ADA Guidelines or reasons as to why some components of ADA cannot be met will be documented.	Fully Compliant to Maximum Extent Feasible	7	\$0 (already budgeted)	\$0 (already budgeted)
X	PPB model is fully ADA; rest of signal may or may not meet all other ADA Guidelines	Partially Compliant	13	\$25,000	\$325,000

“Fully ADA Pushbutton” Column Category	Category Definition	APS System Compliance Status	# of Signals	Estimated Cost Per Signal (\$2020)	Estimated Cost (\$2020)
X (not 10’ separated)	PPB model is fully ADA; however buttons do not meet 10’ separation required for ADA	Partially Compliant	2	\$20,000	\$40,000
Blank		Non-Compliant	23	\$50,000	\$1,150,000
<b>Total APS Barrier Removal Cost Estimate</b>					<b>\$1,515,000</b>

*Accessible Parking*

The total estimated cost for removing Accessible Parking barriers at City building facilities is unknown until a detailed inventory is conducted. The estimated cost of inventorying on-street parking stalls and assessing compliance with U.S. Access Board Accessible Parking PROWAG best practices guidelines is conservatively set at \$25,000. Based on the three (3) existing accessible parking stalls located on separate block perimeters with marked parking stalls, and the US Access Board recommendation for at least one accessible parking stall per block perimeter with marked/metered stalls, a placeholder estimate of forty (41) accessible stalls at \$10,000/stall is provided. See **Table 14** below.

**Table 14. Accessible Parking Stall Barrier Removal Cost Estimate Summary**

Accessible Parking Barrier Type	Unit Price	Count	Estimated Cost (\$2020)
Detailed Barrier Inventory	\$25,000	1	\$25,000
Accessible Parking Stall	\$10,000	Approx. 41	\$410,000
<b>Total Accessible Parking Barrier Removal Cost Estimate</b>			<b>\$435,000</b>

For a summary of identified public right of way barrier removal cost estimates, see **Table 15**.

**Table 15. Public Right of Way Barrier Removal Cost Estimate Summary**

Public Right of Way Barrier Type	Unit Price	# of Units	Total Barrier Removal Cost Estimate
Curb Ramps	\$15,000/ramp	3,630	\$54,450,000
Accessible Pedestrian Signals	\$10,000-\$35,000/signal	38	\$1,515,000
Accessible Parking (includes \$25,000 inventory)	\$10,000/stall	Approx. 41	\$435,000
<b>Total Public Right of Way Barrier Removal Cost Estimate</b>			<b>\$56,400,000</b>

2.3 Public Right of Way Barrier Removal Financial Plan

The unpredictable impact of COVID-19 on future revenue sources may impact the City’s ability to meet planning goals. The City will reassess through its semi-annual budget process.

*Curb Ramps*

Pavement Preservation Program

The City plans to address twenty (20) ramps that are not ADA-compliant per year on average as part of its pavement preservation program. To address 20 ramps annually, the median cost estimate is \$300,000 per year totaling \$900,000 over three years. Actual annual ramp upgrades will be specific to the number of ramps that are adjacent to proposed pavement preservation locations. The City’s Transportation Benefit District funds the Pavement Preservation Program and is set to expire in 2023. The City will ask voters to approve another 10-year Transportation Benefit District in 2023.

2021-2026 Transportation Improvement Program

The City also intends to replace ramps that are not ADA-compliant as part of TIP projects with secured funding. For a breakdown of City project funding sources for the 2021-2026 TIP for ADA relevant projects, see **Table 16** below. (Funding sources for projects on state-maintained roadways such as interchanges with I-5 and roadway widening associated with HOV projects are not included).

**Table 16. 2021-2026 TIP Funding Summary**

<b>2021-2026 TIP Funding Sources for Local Roads</b>	<b>Percentage</b>
Local Agency Roads - Secured Funds	20%
Developer - Unsecured Funds	30%
Remainder - Unsecured Funds (includes Pavement Preservation Program)	50%
<b>Total</b>	<b>100%</b>

Approximately 20% of TIP projects have secured funding. If curb ramp barrier removal represents the same ratio between the value of funded and value of unfunded TIP projects, it is anticipated that 69 out of 345 curb ramp barriers within fifty feet of TIP projects (approximately 20%) can be addressed by local agency government funded 2021-2026 TIP projects. Another 104 (approximately 30%) could be addressed by developer funds, should development occur. The remaining 172 (approximately 50%) could be addressed if these unsecured funding projects receive funding. The implementation schedule in Table 16 below includes only the estimated portion of ramps to be addressed by projects with secured funds.

Public Grievance/Request Contingency Reserve

Furthermore, the City will maintain a Public Grievance/Request contingency reserve through its streets repair and maintenance budget for public right of way barriers that may be utilized to remove curb ramp barriers. It is recommended the City dedicate a standalone budget line item for this contingency reserve.

Upon completion of curb ramp upgrades associated with the pavement preservation program and funded TIP projects, the City may utilize the priority rank index score and public outreach feedback provided in this ADA Transition Plan to schedule removal of the remaining curb ramp barriers at a future update of this plan.

*Accessible Parking*

The City intends to address accessible parking barriers as part of its Public Grievance/Request reserve. Accessible parking barriers may be addressed through planned maintenance projects that can utilize funds from existing streets maintenance budget.

*Sidewalks*

The City intends to address sidewalk barriers as part of its Public Grievance/Request reserve. Sidewalk barriers may be addressed through planned maintenance projects that can utilize funds from streets existing maintenance budget.

*Driveway Interface with Sidewalks*

The City intends to address driveway interface with sidewalk barriers as part of its Public Grievance/Request reserve. Driveway/sidewalk barriers may be addressed through planned maintenance projects that can utilize funds from existing streets maintenance budget.

*Accessible Pedestrian Signals (APS)*

The City intends to address accessible pedestrian signal barriers as part of its Public Grievance/Request reserve per the Accessible Pedestrian Signal (APS) Policy (see **Section I**). APS barriers may be addressed through planned maintenance projects that can utilize funds from existing streets maintenance budget.

2.4 Public Right of Way Barrier Removal Implementation Schedule

**Table 17** shows the public right of way barrier removal implementation schedule by planned time periods. This implementation schedule reflects the extensive, long-range program for public right of way ADA barrier removal and will be updated with subsequent ADA Transition Plan revisions. Barrier removal implementation may occur at a faster rate due to ADA upgrades accomplished through the City’s TIP/CFP projects and/or through increased funding from City budget or other sources.

**Table 17. Public Right of Way Barrier Removal Implementation Schedule**

Year Range	Curb Ramps (ea.)	Anticipated Program Funding	Notes
2021-2023	60	\$900,000	Pavement Preservation Program
2021-2026	69*	\$1,035,000	Other TIP projects - secured funds
2021-2022	TBD**	Unknown	Public Grievance/Requests (Utilize existing streets maintenance budget for any public right of way barrier type)
2023-2024	TBD**	\$80,000	Public Grievance/Requests Contingency Reserve (\$40,000 annually from streets maintenance budget for any public right of way barrier type)
2027+	TBD	TBD	Remaining PROW barriers

\*Estimate: subject to change pending TIP project actually executed.

\*\*TBD in this table is for “To Be Determined.”

### 3. Programs, Services, and Activities ADA Transition Plan

This section covers the barrier-specific prioritization, removal schedule, removal cost estimates and financial plan for accessibility barriers in the City of Marysville's programs, services, and activities.

#### 3.1 Programmatic Barrier Prioritization

The project team based the programmatic barrier prioritization into two tiers: **Short Term** (Higher Priority) and **Long-Term** (Lower Priority) Items. The project team also acknowledges that feedback regarding City programs, services, or activities gathered during the public engagement process be considered as higher priority.

##### *Short Term Items*

The scope of this ADA Transition Plan covers the **Short-Term Items** as they are required elements of a compliant ADA Transition Plan and satisfy four of eight (4 of 8) Title II/Section 504/WSDOT LAG Chapter 29 checklist requirements. As such, they are deliverables of this Final ADA Transition Plan and provide citywide policies and procedures applicable to all departments to streamline compliance activities. The **Programmatic Compliance Checklist** (see **Appendix F**) is a tool to confirm agency-wide awareness and implementation of these items:

- ADA/504 Coordinator
- Public Notice under the ADA
- Grievance Procedure
- Public Right of Way (Accessible Pedestrian System [APS] Policy)

##### *Long Term Items*

The project team acknowledges that removing accessibility barriers identified under **Long Term Items** may require individualized approaches dependent upon department roles and responsibilities. It is recommended that each City department use the provided **Programmatic Compliance Checklist** to monitor their progress towards compliance in the following areas:

- Effective Communication
- Website Accessibility
- Emergency Services
- Employment Procedures

The **Programmatic Compliance Checklist** is a condensed version of the **Programmatic Questionnaire** converted into a checklist that the whole agency or individual departments can use. For example, some checklist items are a matter of educational awareness that could be addressed in a dedicated quarterly or annual staff ADA training meeting administered by the ADA Coordinator for all departments. Another example would be the department responsible for web accessibility could establish policies/procedures and then inform/train other departments in cooperation with the ADA Coordinator.

##### *Other Recommendations*

The ADA Coordinator would benefit from taking the [ADA Title II Tutorial](#) provided by the ADA Access Board to assist departments in filling the knowledge gaps and accessing resources. It may also be the ADA Coordinator's role to work with departments that already have knowledge to share with other departments.

### 3.2 Programmatic Barrier Removal Cost Estimates

Cost estimates are based on labor hour estimates to inform and/or train staff. Cost estimates are for labor hours only and do not include any necessary capital expenditures. **Table 16** below outlines the barrier removal cost estimates for the Short Term (1 year) and Long Term (2 or more years).

The **Short Term** programmatic barriers can be removed through informing staff of existing resources at little to no cost beyond labor hours. For example, email memos from the ADA/504 Coordinator explaining their role, responsibilities, and contact information, Grievance Procedure, and APS Policy could bring current staff up-to-date. Other recommended memo topics include resources for provision of auxiliary aids, alternative formats, interpreter/reader/service animal accommodations, and TTY/TRS/711 and emergency evacuation procedures. The Fire and Legal departments, as they currently use TTY and TRS/711, could be resources for training other public-facing department staff on these communication devices. Establishing website content submission guidelines and updating the City's municipal code and design standards would also be important short term items.

The **Long Term** programmatic barriers may require individual departments to spend labor hours on developing resources and then notifying/training other departments on how to comply. For instance, making documents web accessible may ultimately fall under the purview of Communications Services, but this department can inform other departments regarding how to submit ADA-friendly content for publication and posting.

Training resources include the ADA National Network's [ADA Title II Tutorial](#) recommended for the ADA/504 Coordinator and the Northwest ADA Center's [Respectful Interactions Disability Language and Etiquette](#) tutorial (\$30/person) that could be integrated into current and new employee training.

### 3.3 Programmatic Barrier Removal Financial Plan

The City intends to address the Short Term barrier items listed in **Table 18** with an estimated \$4,000 in labor hours. Thereafter, the City intends to dedicate \$4,000 per year to address remaining Long Term barrier items.



**Table 18. Programmatic Barrier Removal Cost Estimate Summary**

Programmatic Barrier Type	Barrier Removal Cost (Labor hours)	Barrier Removal Cost (2020 at \$50/hr)
<b>SHORT TERM ITEMS (1 year)</b>		
ADA/504 Coordinator Role/Responsibilities Memo	2	\$100
Complaint/Grievance Procedure Memo	2.5	\$125
Public Notice of ADA Provision Memo	1	\$50
Accessible Pedestrian System (APS) Policy Memo	2.5	\$125
Resources for Providing Auxiliary Aids, Alternative Formats, and Interpreter/Reader/Service Animal Accommodation Memo	5	\$250
ADA Title II Tutorial (Free) for ADA Coordinator	5	\$250
ADA-Etiquette Tutorial for Department-Heads (Labor Hours)	20	\$1,000
ADA-Etiquette Course Fee (\$30/person; discounts available for groups of 10 or more)	N/A	\$300
Emergency Services Memo - Train public-facing staff on TTY/TRS/711 phone and evacuation procedures and establish maintenance/back-up equipment strategy	10	\$500
Website Accessibility - Establish city-wide content submission guidelines to ensure accessibility of all new website content	6	\$300
Update Code, Design Standards, and Procedures to Ensure Accessible Routes during Construction/Maintenance Projects	20	\$1,000
<b>Sub-Total</b>		<b>\$4,000</b>
<b>LONG TERM ITEMS (2 or more years)</b>		
Website Accessibility - Ensure all website content is accessible by updating or removing non-accessible content (includes closed-captioning for video/film)	200	\$10,000
Establish checklist for print media to include TTY and TRS/711 numbers wherever agency phone number is provided and name and address of person to send requests for alternative accessible formats	20	\$1,000
Audit Employment Procedures regarding the rights of persons with disabilities.	20	\$1,000
Establish policies and procedures for ensuring tours, transportation, and use of contracted services and purchasing are ADA-compliant.	20	\$1,000
Develop ADA Training Materials for new staff to cover areas in 2019 ADA City Staff Programmatic Assessment Survey	100	\$5,000
<b>Sub-Total</b>	<b>360</b>	<b>\$18,000</b>
<b>Contingency</b>	<b>40</b>	<b>\$2,000</b>
<b>TOTAL</b>	<b>474</b>	<b>\$24,000</b>

3.4 Programmatic Barrier Removal Implementation Schedule

**Table 19** shows the programmatic barrier removal implementation by planned time frame period. This implementation schedule reflects the extensive, long-range program for programmatic ADA barrier removal and will updated with subsequent ADA Transition Plan revisions. Barrier removal implementation may occur at a faster rate due to increased funding from City budget or other sources.

**Table 19. Programmatic Barrier Removal Implementation Schedule**

Year Range	Programmatic Barrier Type	Anticipated Program Funding
2021-2022	Short Term Items	\$4,000
2023+	Long Term Items	\$20,000

## I. Accessible Pedestrian Signal (APS) Policy

The below policy was developed with input from the City's Public Works department staff as part of this ADA Transition Plan process. It is recommended that the City post this policy on its Public Works website and inform employees who interact with the public of its presence and content.

### Intent:

It is the City's intention to be consistent with the most current version of the WSDOT Local Agency Guideline Chapter 29.4<sup>1</sup> and Public Right of Way Access Guidelines (PROWAG 2011)<sup>2</sup> in the provision and location of accessible pedestrian signals and pushbuttons. Further guidance is available in 28 CFR Part 36 and MUTCD section 4E.

### Purpose:

The purpose of this policy is to establish a reasonable and consistent policy for installing APS to ensure that access for persons with disabilities is provided.

### Scope:

1. **Requests from the Public** - Requests for APS signals at existing signalized locations from the public will be responded to in a timely manner and considered in light of ADA Transition Plan project planning efforts:
  - A. If the request is for an APS signal at a location where no pedestrian signal exists, the City will go through a process, to include an engineering study as determined by the City, to determine how, if, and/or when it can add the requested ADA facility to the City's ADA Transition Plan, Capital Facilities Plan and budget.
  - B. If the request is for an APS upgrade to an existing pedestrian signal, the City will prioritize the timing of APS facility installation to be consistent with the City's forth-coming ADA Transition Plan, Capital Facilities Plan and budget.

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<sup>1</sup>See WSDOT Local Agency Guidelines M36-63.37 CHAPTER 29 - Section 504 and the Americans with Disabilities Act. Pages 29-4 to 29-6. <https://www.wsdot.wa.gov/Publications/Manuals/M36-63.htm>

<sup>2</sup>See also United States Access Board. *Proposed Rights of Way Guidelines (2011): Chapter R2: Scoping Requirements*. <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r2-scoping-requirements>.

**2. Provision for APS Facilities<sup>3</sup>** - The following list identifies various project activity types and indicates whether the City is or is not required to provide APS facilities concurrent with the project.

**A. New Construction** – All projects for new construction that provide pedestrian facilities, as follows:

- Installation of a new traffic signal with pedestrian crossing. YES
- Installation of a new signalized pedestrian crossing. YES
- Installation of a new RRFB, or similar, at pedestrian crossing. YES

**B. Alteration** – Alterations are a change to a facility in the public right of way that could affect the structure, grade, function, and use of the roadway or could affect access, circulation, or use by persons with disabilities, as follows:

- When the signal controller **AND** software are systematically replaced not in kind as part of a planned project (i.e. change to different vendor/software). YES
- When the signal head is replaced/added **AND** changes the functionality/phasing of the pedestrian signal phasing. YES
- Relocation of an existing pedestrian pushbutton on same signal pole. NO
- Relocation of an existing pedestrian pushbutton onto different signal pole. YES

**C. Maintenance** – Maintenance activities include actions that are intended to preserve the existing system, reduce/minimize future deterioration, and maintain the functional condition of the roadway.

- Signal and pedestrian equipment replaced due to damage/emergencies. NO
- Activities including but not limited to: signal timing adjustments or coordination changes, vehicular detection installation and repairs, installation and repair of CCTV or other cameras, vehicular signal head replacement and repairs, and repair of pedestrian detection. NO

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<sup>3</sup> Definitions for “new construction,” “alteration,” and “maintenance” taken from Isler, Frederick D. *Clarification of FHWA’s Oversight Role in Accessibility*. 9-12-06. Accessed December 26, 2019. 8B-FHWA-Memos-106osw4.pdf. Pages 3-4. See also National Academies of Science, Engineering, and Medicine, 2011. *NHRCP Accessible Pedestrian Signals: A Guide to Best Practices (Workshop Edition 2010)*. Washington, DC: The National Academies Press. Pages 82-85. <https://doi.org/10.17226/22902>. Accessed December 26, 2019.

## J. Barrier Removal Monitoring and Scheduled Plan Updates

The City of Marysville intends the ADA Transition Plan to be a living document able to respond to the ever changing needs of the community.

### 1. Annual Report of Barriers Removed

To ensure implementation of this ADA Transition Plan, the City will incorporate an annual process to track and report ADA barrier removal across its public right of way facilities and its programs, services, and activities. As stated in Section C, the ADA/Section 504 Coordinator is the official responsible to implement the ADA Transition Plan including coordination of annual barrier removal tracking activities to be completed by appropriate City department staff.

### 2. Five-Year ADA Transition Plan Update Schedule

The plan is intended to be reviewed/updated at five year intervals. As the plan is updated, an updated barrier removal schedule will be identified. With each plan update, an official public comment period will be established to continue public outreach and involvement.

The inventories will be re-analyzed at each five year plan update to determine patterns of need as it relates to the complete facility inventory and prioritization scores.

### 3. Future Self-Evaluation and Transition Plan Actions Needed

The City intends to evaluate accessibility barriers for parks, trails, and city building facilities (including accessible parking at those facilities) within the next six-year period.

## K. Accessibility Guidelines, Standards, and Resources

This ADA Transition Plan is based on the most recent federal and state ADA regulations, standards, and guidelines. The resources are divided into general and barrier specific groups with links to websites. The WSDOT LAG Chapter 29 Checklist is provided below in **Figure 17**.

### 1. General Resources

Federal ADA Regulations: [ADA Title II Regulations \(28 CFR Part 35\)](#)

U.S. Access Board Standards: [Access Board DOJ ADA Accessibility Standards \(2010\)](#)

U.S. Department of Justice Guidelines: [U.S. DOJ ADA Best Practices Tool Kit for State and Local Governments](#)

WSDOT Local Agency Guidelines: [Local Agency Guidelines: Chapter 29 Section 504 of the Americans with Disabilities Act](#)

### 2. Barrier-Specific Resources

Public Right of Way:

- [ADA Title II Technical Assistance Manual](#)
- [U.S. DOJ ADA Best Practices Tool Kit for State and Local Governments](#)

Services, Programs and Activities:

- [National ADA Network Title II Tutorial](#)
- [U.S. DOJ ADA Best Practices Tool Kit for State and Local Governments](#)

Figure 17. WSDOT LAG Chapter 29 ADA Title II Checklist

**Appendix 29.11 ADA Title II and Section 504 Regulatory References**

ADA Title II and Rehabilitation Act Section 504 Regulatory References	Requirements for agencies with less than 50 employees	Requirements for agencies with 50 or more employees
Programs, Services, and Activities: Ensure that programs, services, and activities are accessible to persons with disabilities. (28 CFR Part 35.150(a) and (c))	✓	✓
ADA/504 Coordinator: Designate at least one responsible employee (ADA/504 Coordinator) and make the name and contact information available internally and externally. (28 CFR Part 35.107(a) and 49 CFR Part 27.13(a))	✓	✓
Complaint/Grievance Procedures: Adopt and publish complaint/grievance procedures. (28 CFR Part 35.107(b) and 49 CFR Part 27.13(b))	✓	✓
Notice of ADA Provisions: Provide a public notice of how the agency will address ADA accessibility in its employment, communications, policies, and resolution of complaints. (28 CFR 35.106)	✓	✓
Self-evaluation <sup>2</sup> : Evaluate all services, policies, and practices for barriers that restrict / limit persons with disabilities from access to services, programs, and activities. (28 CFR Part 35.105(a) and 49 CFR Part 27.11(c)(2)(i) and (v))	✓	✓
Self-evaluation <sup>2</sup> : Maintain the completed self-evaluation on file and make it available for public inspection for at least three years following its completion. (28 CFR Part 35.105(c) and 49 CFR Part 27.11(c)(3)(ii):	✓	✓
Transition Plan <sup>2</sup> /Program Access Plan: Develop a transition plan or program access plan that outlines the structural modifications that must be made to those services, programs, and activities that are not accessible. (28 CFR Part 35.150(d) and 49 CFR Part 27.11(c)(2)(ii))	✓ program access plan	✓ transition plan (post it on the agency's website)
Accessible Pedestrian Signal and Pushbutton (APS) Policy <sup>2</sup> : Develop a "reasonable and consistent" policy for installing accessible pedestrian signals and pushbuttons when a transition plan has not yet been completed. (28 CFR Part 35.130 and 35.160a(1) and 49 CFR Part 27.7(c))	✓	✓

**Notes:**

<sup>1</sup>Employees include paid permanent, temporary, and contract employees regardless of whether the employees are full or part time.

<sup>2</sup>Complete self-evaluations, and develop transition plans, program access plan and APS policies by engaging persons with disabilities and/or their advocates (28 CFR Parts 35.105 and 35.150 and 49 CFR Part 27.11(c)(2)).

# *Index #15*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Dept. of Ecology Grant – Publicly available Electric Vehicle Supply Equipment along high-traffic transportation corridors in WA	
<b>PREPARED BY:</b> Bryan Milligan	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Executive - Public Works	
<b>ATTACHMENTS:</b> Agreement No. AQVCC-1921-MaryPW-00046	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	(\$190,000.00)
	\$63,898.44
<b>SUMMARY:</b>	

Ecology is awarding this grant to support the City of Marysville with the purchase and installation of two publicly accessible DC Fast Chargers for electric vehicles along high traffic corridors in Washington. This grant requires a minimum 25% recipient match of funds totaling \$63,898.44.

The location of this project is at 1404 5<sup>th</sup> St, adjacent to Comeford Park and the new Civic Center. This location has been selected to be repurposed as a public parking lot to help alleviate parking needs for downtown businesses and visitors. It is believed the installation of the DC Fast Chargers with their signage and notoriety will bring more of the traditional pass through travelers to our downtown area as electric vehicle usage increases. In turn increasing the potential of more business for and use of amenities in the downtown area.

It should be noted that the DC Fast Chargers will be a pay per use operation and it is assumed that the income could be used to cover their operating cost. The purchase of the EV Chargers also would include a comprehensive maintenance and management program that covers everything needed to keep EV charging stations up and running for a minimum of 5 years, with the option to extend.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the agreement with the Department of Ecology, accepting the grant for \$190,000.00.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the attached Department of Ecology Agreement.</p>
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## Agreement No. AQVWCC-1921-MaryPW-00046

### AIR QUALITY VOLKSWAGEN EV CHARGING INFRASTRUCTURE ALONG HIGH-TRAFFIC TRANSPORTATION CORRIDORS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

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

---

#### GENERAL INFORMATION

Project Title:	Publicly available EVSE along high-traffic transportation corridors in WA
Total Cost:	\$253,898.44
Total Eligible Cost:	\$253,333.33
Ecology Share:	\$190,000.00
Recipient Share:	\$63,333.33
The Effective Date of this Agreement is:	09/01/2020
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Volkswagen

#### Project Short Description:

This project will install two (2) 62 kW dual-head DC fast chargers at 1404 5th St, Marysville, WA 98270. Ecology is awarding this grant to support City of Marysville Public Works Department with their purchase and installation of publicly accessible DC fast chargers along high-traffic transportation corridors in Washington. This grant is made possible through Washington's allocation of federal Volkswagen (VW) settlement mitigation trust funds.

#### Project Long Description:

We are working to reduce greenhouse gas emissions to protect Washington's economy and environment from the effects of climate change. Transportation is the largest source of air pollution in Washington, accounting for about 45 percent of total greenhouse gas emissions in 2017. On-road gasoline and diesel vehicles account for about 72 percent of the transportation sector's greenhouse gas emissions.

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046

Project Title: Publicly available EVSE along high-traffic transportation corridors in WA

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

Investing in electric vehicle (EV) charging infrastructure promotes greater use of zero emission vehicles, which, in turn, improves air quality and leads to a general reduction in all air pollution, including greenhouses gases, from mobile sources. The availability of publicly accessible DC fast chargers along high-traffic transportations corridors reduces range-anxiety, and improves public awareness of electric vehicles and electric vehicle charging infrastructure.

Governor Inslee appointed Washington Department of Ecology (Ecology) as Lead Agency for Washington as a beneficiary of the Volkswagen trust funds.

Funds from this grant will install DC fast chargers, making charging more available and increasing public exposure to zero emission transportation. This will help accelerate the transition to zero emission vehicles.

Overall Goal:

Improve air quality by funding the Installation of new direct current (DC) fast charging equipment and/or upgrading existing DC fast charging equipment along high-traffic transportation corridors in Washington State. Investing in EV charging infrastructure will increase public exposure and availability of charging stations. This will increase EV usage which will reduce petroleum-based fuel consumption.

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046

Project Title: Publicly available EVSE along high-traffic transportation corridors in WA

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

**RECIPIENT INFORMATION**

Organization Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

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**

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046  
 Project Title: Publicly available EVSE along high-traffic transportation corridors in WA  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

<p><b>Project Manager</b></p>	<p>Bryan Milligan                  Project Manager</p> <p>80 Columbia Ave.                  Marysville, Washington 98270                  Email: bmilligan@marysvillewa.gov                  Phone: (360) 363-8100</p>
<p><b>Billing Contact</b></p>	<p>Suzanne Soule                  Financial Analyst</p> <p>80 Columbia Ave.                  Marysville, Washington 98270                  Email: ssoule@marysvillewa.gov                  Phone: (360) 363-8100</p>
<p><b>Authorized Signatory</b></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>

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046  
 Project Title: Publicly available EVSE along high-traffic transportation corridors in WA  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 AQVW  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: AQVW  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Brett Rude</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: brud461@ecy.wa.gov                  Phone: (360) 407-6847</p>
<p><b>Financial Manager</b></p>	<p>Carrol Johnston</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: carr461@ecy.wa.gov                  Phone: (360) 407-6805</p>
<p><b>Technical Advisor</b></p>	<p>Brett Rude</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: brud461@ecy.wa.gov                  Phone: (360) 407-6847</p>

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046  
Project Title: Publicly available EVSE along high-traffic transportation corridors in WA  
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

**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

CITY OF MARYSVILLE PUBLIC WORKS DEPARTMEN

By: \_\_\_\_\_

By:  11/19/2020

Kathy Taylor Date  
AQVW  
Program Manager

Kari N Chennault Date  
Assistant Public Works Director

Template Approved to Form by  
Attorney General's Office

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046

Project Title: Publicly available EVSE along high-traffic transportation corridors in WA

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

**Jon Nehring**

---

**Mayor**

**Date**



State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046  
 Project Title: Publicly available EVSE along high-traffic transportation corridors in WA  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$228,000.00**

Task Title: Purchase and install EV charging infrastructure

### Task Description:

Under this project the RECIPIENT will purchase and install two (2) 62 kW DC fast chargers at 1404 5th St, Marysville, WA 98270.

The RECIPIENT will provide at least 25% of the eligible costs of the project, as stated in the funding opportunity application.

In the event the site owner sells the property on which the project is located within the 5 year project timeframe, upon negotiation and agreement with ECOLOGY the RECIPIENT may:

- Transfer no less than the remaining term of the host-operator agreement to the new owner;
- Reimburse ECOLOGY the full value of grant funds provided for the project;
- Invest in electric vehicle charging infrastructure at an alternate location, the value of which shall be no less than the amount ECOLOGY provided the RECIPIENT in grant funds; or
- Propose an alternative to the above that recognizes and offsets the loss of the monetary value of ECOLOGY'S grant to RECIPIENT and the loss of publicly available electric vehicle charging infrastructure.

The RECIPIENT will ensure the DC fast chargers are operational at least 95% of the time on an annual basis, for a minimum five (5) years from the date the equipment is operational and open to the public.

In the event the equipment is not in place and functional for the full 5 years from the date the equipment is operational and open to the public, upon negotiation and agreement with Ecology, RECIPIENT will:

- Reimburse ECOLOGY the full value of grant funds provided for the project;
- Invest in electric vehicle charging infrastructure at an alternate location, the value of which shall be no less than the amount ECOLOGY provided the RECIPIENT in grant funds; or
- Propose an alternative to the above that recognizes and offsets the loss of the monetary value of ECOLOGY'S grant to RECIPIENT and the loss of publicly available electric vehicle charging infrastructure.

At the end of the project period, ECOLOGY and RECIPIENT understand and agree that RECIPIENT will retain equipment with no further compensation to the DEPARTMENT, provided that the RECIPIENT will continue to operate and maintain the equipment for the intended purpose or for a project compatible with the original intended use, unless otherwise agreed upon.

If the RECIPIENT decides to purchase charging equipment and/or maintenance plan or program other than that specified in the grant application, the RECIPIENT will complete a competitive procurement process for charging equipment and maintenance. The grant application will be amended to include an appropriate deliverable.

The RECIPIENT will make full payment for the costs of this project and submit all invoices and documents in order to receive reimbursement. See further details on when the first and final reimbursement requests can be made in Deliverable 1.2 and Task 2.

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046

Project Title: Publicly available EVSE along high-traffic transportation corridors in WA

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

ECOLOGY may grant a one-time extension of this grant for a period of up to one year.

Task Goal Statement:

City of Marysville Public Works Department installs two (2) 62 kW publicly available DC fast chargers for electric vehicles at 1404 5th St, Marysville, WA 98270.

Task Expected Outcome:

The objectives of this grant are to:

- Reduce harmful air pollution and greenhouse gas emissions associated with gasoline and diesel vehicles.
- Help accelerate the transition to new and used zero emission vehicles by enhancing public access and increasing public exposure to EV charging along high traffic roadways in Washington.

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046

Project Title: Publicly available EVSE along high-traffic transportation corridors in WA

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

**Purchase and install EV charging infrastructure****Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
1.1	<p>Quarterly Payment Requests/Progress Reports (PRPRs). RECIPIENT is required to submit a quarterly PRPR throughout the term of this agreement. Each PRPR should include an update on the current status of the project and should be submitted even if no funds are being requested.</p> <p>Due dates are as follows:</p> <ul style="list-style-type: none"> <li>- January 31: for the period October - December</li> <li>- April 30: for the period January - March</li> <li>- July 31: for the period April - June</li> <li>- October 31: for the period July - September</li> </ul>	
1.2	<p>Written notification that all necessary approvals and permits, as required by the appropriate jurisdiction, have been obtained. A copy of the electrical permit must be submitted to Ecology. The first reimbursement will not be approved until such written notification and required upload are uploaded to the Progress Report Form of the PRPR.</p>	03/30/2022
1.3	<p>For construction and installation procurement process, provide Ecology:</p> <ul style="list-style-type: none"> <li>- method of vendor notification of bid opportunity and how many bidders were notified</li> <li>- evaluation summary of bids received</li> <li>- award letter or notice of contract award</li> <li>- awarded contractor name, contract number, date contract was executed</li> </ul>	03/30/2022
1.4	<p>Written, completed cultural resources plan (Inadvertent Discovery Plan). Template will be provided by ECY. Must be submitted in the Uploads section under the Application Menu Must be submitted prior to beginning construction.</p>	03/30/2022
1.5	<p>Executed final maintenance agreement, if applicable. Copy must be submitted in the Uploads section under the Application Menu.</p>	06/30/2022
1.6	<p>Written notification of construction beginning, may be included in quarterly reporting as appropriate.</p>	03/30/2022
1.7	<p>Equipment Purchase Report (EPR) for each charging station. EPRs must be submitted when payment is requested.</p>	06/30/2022
1.8	<p>Ecology's Project Report Supplement submitted electronically with each Payment Request/Progress Report (PRPR). Must be submitted in the Uploads section on the Progress Report page for each PRPR.</p>	06/30/2027

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046  
 Project Title: Publicly available EVSE along high-traffic transportation corridors in WA  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

1.9	Final Payment Request/Progress Report (PRPR). Please ensure both the Payment Request Form and the Progress Report Form are marked final. If RECIPIENT's five year operational period is complete prior to this date, final PRPR may be submitted early.	06/30/2027
1.10	Recipient Close Out report. If RECIPIENT's five year operational period is complete prior to this date, Close-Out Report may be submitted early.	06/30/2027

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046

Project Title: Publicly available EVSE along high-traffic transportation corridors in WA

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$25,333.33**

Task Title: Proof of Final Signage and Activated EVSE

### Task Description:

Proof of installed final signage, final inspection and written notification of networking and charger activation must be submitted to Ecology before release of final 10% of awarded funds is authorized.

### Task Goal Statement:

Ensure final signage is in place, final inspection is complete and publicly available DC fast chargers are networked, activated and ready for public use.

### Task Expected Outcome:

The objectives of this grant are to:

- Reduce harmful air pollution and greenhouse gas emissions associated with gasoline and diesel vehicles.
- Help accelerate the transition to new and used zero emission vehicles by enhancing public access and increasing public exposure to EV charging along high traffic roadways in Washington.

## Proof of Final Signage and Activated EVSE

### Deliverables

Number	Description	Due Date
2.1	Final inspection must be submitted to Ecology. Reimbursement of remaining 10% will not be approved until final inspection has been uploaded to the Progress Report of the PRPR.	06/30/2022
2.2	Written confirmation, including photos, that all final signage is in place and that EVSE is networked, activated and ready for use by the public, may be included in quarterly reporting.	06/30/2022

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046  
 Project Title: Publicly available EVSE along high-traffic transportation corridors in WA  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

**BUDGET**

**Funding Distribution EG210057**

*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: VW Settlement Funds Funding Type: Grant  
 Funding Effective Date: 09/01/2020 Funding Expiration Date: 06/30/2027

Funding Source:

Title: General Fund Private Local Volkswagen Settlement  
 Type: State  
 Funding Source %: 100%  
 Description: Volkswagen Settlement

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%  
 Recipient Match %: 25%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

VW Settlement Funds	Task Total
Purchase and install EV charging infrastructure	\$ 228,000.00
Proof of Final Signage and Activated EVSE	\$ 25,333.33

**Total: \$ 253,333.33**

State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046

Project Title: Publicly available EVSE along high-traffic transportation corridors in WA

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
VW Settlement Funds	25.00 %	\$ 63,333.33	\$ 190,000.00	\$ 253,333.33
<b>Total</b>		<b>\$ 63,333.33</b>	<b>\$ 190,000.00</b>	<b>\$ 253,333.33</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

#### **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 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

State of Washington Department of Ecology

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Agreement No: AQVWCC-1921-MaryPW-00046  
 Project Title: Publicly available EVSE along high-traffic transportation corridors in WA  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

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) <<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) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <<http://www.fsrs.gov>>.



State of Washington Department of Ecology

Agreement No: AQVWCC-1921-MaryPW-00046

Project Title: Publicly available EVSE along high-traffic transportation corridors in WA

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

## 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.

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- 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](mailto: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

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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

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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)

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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

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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.

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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

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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

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**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 #16*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Interlocal Agreement (ILA) with Revisions / Interlocal Agreement Establishing Snohomish Regional Drug Task Force	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
J. Goldman, Assistant Chief	
<b>DEPARTMENT:</b>	
Marysville Police Department	
<b>ATTACHMENTS:</b>	
Authorization of the Interlocal Agreement (ILA) with Revisions / Interlocal Agreement Establishing Snohomish Regional Drug Task Force	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00103 426.549000 Drug Enforcement Miscellaneous	\$13,108.00
<b>SUMMARY:</b>	

The authorization of the Interlocal Agreement (ILA) with Revisions cover letter and attached signing page provides a summary to the attached Snohomish Regional Drug Task Force (S.R.D.T.F.) Interlocal Agreement. Furthermore, it describes the proposed revisions in an effort to remove outdated and irrelevant language and outlines the reduction in contributions to the S.R.D.T.F. directed solely to the salary of the commander position.

The revised Interlocal Agreement Establishing Snohomish Regional Drug Task Force addresses the collective participating jurisdictions to include the City of Marysville. The focus of the S.R.D.T.F. is to provide a structured Task Force who jointly coordinates with selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and remove traffickers through investigations, prosecution, and asset forfeiture.

Summary: The S.R.D.T.F. assigned members are fully funded through their organizations. The total cost to the City of Marysville for 2021 calendar year, based on population is \$13,108.00. This is a reduction from the 2020 allocation of \$18,100.00.

This duration of this revised Interlocal Agreement is from January 1, 2021 through December 31, 2021.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor or sign and execute Authorization of the Interlocal Agreement (ILA) with Revisions and the Interlocal Agreement Establishing the Snohomish Regional Drug Task Force.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the Authorization of the Interlocal Agreement (ILA) with Revisions and the Interlocal Agreement Establishing the Snohomish Regional Drug Task Force.</p>
---

**INTERLOCAL AGREEMENT ESTABLISHING  
SNOHOMISH REGIONAL DRUG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following municipal corporations and department of the State of Washington (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	Washington State Patrol
City of Index	Snohomish Health District
City of Lake Stevens	
City of Lynnwood	
City of Marysville	

**WITNESSES THAT:**

WHEREAS, since 1988, Snohomish County, and multiple cities and towns located in Snohomish County, have collaborated in a countywide multi-jurisdictional task force to address illegal drug trafficking in the region (“Snohomish Regional Drug Task Force” or “Task Force”). The Task Force has operated on a continuous basis since 1988 under a series of interlocal agreements;

WHEREAS, the Participating Jurisdictions desire to continue operation of the Task Force, with Snohomish County administering task force project grants and other funding on their behalf; and

**NOW, THEREFORE,** in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

**1.0 TASK FORCE TERM AND PURPOSE**

- 1.1 The term of this Agreement (“Term”) shall begin on January 1, 2021 (“Effective Date”), and continue through December 31, 2021, unless earlier terminated or modified as provided in this Agreement. The Snohomish County Sheriff, with the concurrence of the Executive Board, may extend this Agreement for up to three additional one-year terms by providing written notice to each of the Participating Jurisdictions.
- 1.2 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative

program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.

- 1.3 The Task Force goals are to:
  - a. Reduce the number of drug traffickers in the communities of Snohomish County through the professional investigation, apprehension, and conviction;
  - b. Efficiently attack, disrupt, and prosecute individual and organized mid to upper level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable;
  - c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information; and
  - d. Address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.4 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment, and technical resources, as stated in this Agreement.
- 1.5 The Task Force will implement operations, including:
  - a. Development of intelligence,
  - b. Target identification,
  - c. Investigation,

- d. Arrest of Suspects,
  - e. Successful prosecution of offenders, and
  - f. Asset forfeiture/disposition.
- 1.6 The Task Force shall evaluate and report on Task Force performance as required in any applicable grant or funding agreement.

## **2.0 ORGANIZATION**

- 2.1 The Task Force shall be organized according to the chart contained in Exhibit A, incorporated herein by this reference.
- 2.2 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office ("SCSO"), through the Task Force Commander. The Task Force Commander is an employee of Snohomish County. Selection of the Task Force Commander will be conducted in accordance with Exhibit B, incorporated herein by this reference. Appointment and removal of the Task Force Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff elect to remove the Task Force Commander without cause, the Executive Board shall be consulted before action is taken.
- 2.3 Exhibit C, incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law

enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.

- 2.4 Participating Jurisdiction Employees: Any employee assigned to the Task Force by a Participating Jurisdiction shall remain, and be considered, an employee of the assigning Participating Jurisdiction. Each Participating Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights, duties, and obligations of the employer and the employee shall remain with the Participating Jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, applicable to its employees.

### **3.0 GOVERNANCE**

- 3.1 The activities of the Task Force shall be governed by an Executive Board. The Task Force Executive Board shall be comprised of one representative from each Participating Jurisdiction that contributes at least one (1) full-time employee to the Task Force. Executive Board member votes shall be allocated according to the number of full-time personnel his/her jurisdiction contributes to the Task Force. As an example, if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one



chief of police from the remaining Participating Jurisdictions, selected by a majority vote of the chiefs of police of the remaining Participating Jurisdictions. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

- 3.2 The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws which include provision for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings, the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

#### **4.0 TASK FORCE BUDGET**

- 4.1 The 2021 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.
- 4.2 The SCSO will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average

population, as determined by Washington State Office of Financial Management.

- 4.3 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.
- 4.4 Snohomish County shall maintain designated financial accounts for the purpose of supporting Task Force operations. Except as modified by section 6.0, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 4.5 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D, and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.
- 4.6 Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

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## 5.0 GENERAL ADMINISTRATION

- 5.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.
- 5.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.
- 5.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 11.0 of this Agreement.

5.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 11.0 of this Agreement.

## **6.0 ASSET FORFEITURE**

6.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by deputies/officers assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.

6.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

6.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.

- b. Participating Jurisdictions will be compliant with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing For State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, in order to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 6.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.
- g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its own agency code.

The parties intend that each Participating Jurisdiction's individual equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided however, the SCSO is entitled to claim an additional twenty five percent (25%) to account for Task Force operative/administrative expenses. The parties acknowledge however, that final determination of a Participating Jurisdiction's receipt, and percentage allocation, of federal forfeiture proceeds is within the discretionary authority of the Department of Treasury or Department of Justice, as applicable.

- h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 6.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture, unless an exemption applies.

#### 6.4 State Forfeiture.

- a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceeds the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Participating Jurisdictions in

accordance with each Participating Jurisdiction's participation percent, listed in Exhibit C.

- b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

## **7.0 ACQUISITION AND USE OF EQUIPMENT**

- 7.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 7.2 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 7.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.
- 7.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.

7.5 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

## **8.0 MODIFICATION**

Participating Jurisdictions hereto reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

## **9.0 NONDISCRIMINATION**

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

## **10.0 TERMINATION OF AGREEMENT**

10.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under section 6 of this



Agreement with respect to asset forfeitures which that Participating Jurisdiction participated before the effective date of withdrawal.

10.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

#### **11.0 HOLD HARMLESS**

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

#### **12.0 GOVERNING LAW AND VENUE**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue

of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

### **13.0 INTEGRATION**

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements executed pursuant to section 5.3, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

### **14.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in section 16.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

### **15.0 SEVERABILITY**

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

**16.0 POSTING/RECORDING**

This Agreement will be filed with the Snohomish County Auditor or posted on the County or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

\_\_\_\_\_  
Title \_\_\_\_\_

Dated \_\_\_\_\_  
Jurisdiction of \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Jurisdiction Clerk

Dated \_\_\_\_\_

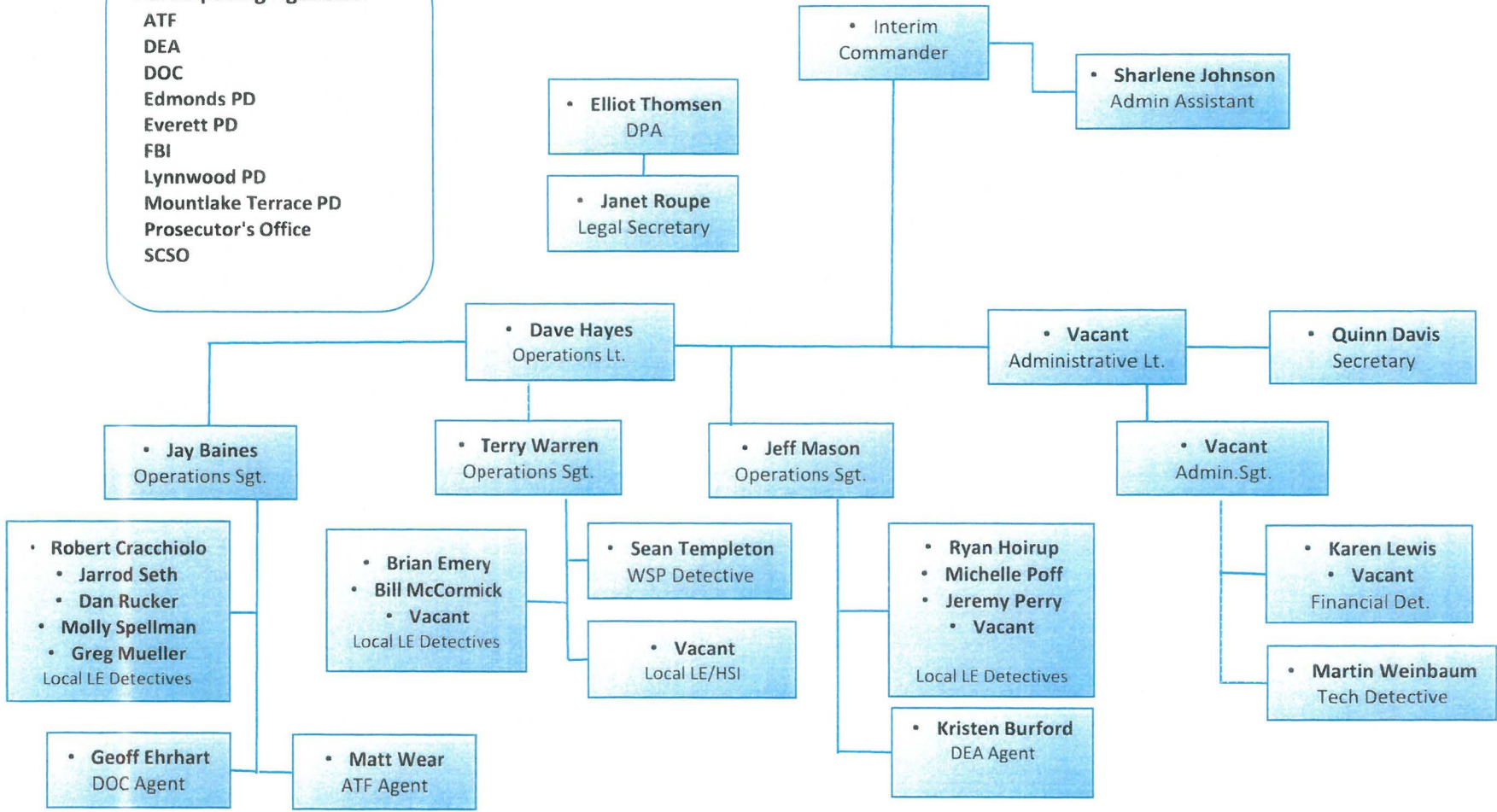
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jurisdiction Attorney

Dated \_\_\_\_\_

**SRDTF Executive Board**  
 Snohomish County Sheriff (Chair), Everett Police Chief (Asst Chair), Edmonds Police Chief, Lynnwood Police Chief,  
 Mountlake Terrace Police Chief, Director of Northwest H.I.D.T.A

- Participating Agencies:**
- ATF
  - DEA
  - DOC
  - Edmonds PD
  - Everett PD
  - FBI
  - Lynnwood PD
  - Mountlake Terrace PD
  - Prosecutor's Office
  - SCSO



## EXHIBIT B

Snohomish Regional Drug Task Force  
Commander Selection

The Drug Task Force Commander is a management exempt ("at will") employee of the Sheriff's Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board's three recommended candidates.

The Drug Task Force Commander's initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander's service commitment.

EXHIBIT \_C\_Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction  
January 1, 2021-December 31, 2021

EVERETT POLICE DEPARTMENT

1 Sergeant	<u>FUNDING</u>
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD- Vacant
1 Support Personnel	Everett PD

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander	<u>FUNDING</u>
1 Lieutenant	Snohomish County Sheriff- Vacant
1 Sergeant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff-Vacant
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff- Vacant
1 Detective	Snohomish County Sheriff- Vacant
1 K9 Detective	Snohomish County Sheriff
1 Support Staff	Snohomish County Sheriff

LYNNWOOD POLICE DEPARTMENT

1 Sergeant	<u>FUNDING</u>
1 Detective	Lynnwood PD
	Lynnwood PD - Vacant

EDMONDS POLICE DEPARTMENT

1 Detective	<u>FUNDING</u>
	Edmonds PD

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

.5 Support Staff  
1 Deputy Prosecutor

FUNDING

Snohomish County Prosecutor  
Snohomish County Prosecutor

STATE OF WASHINGTON

1 Detective  
1 Agent

FUNDING

Washington State Patrol  
Department of Corrections

BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

1 Agent

FUNDING

ATF

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

DEA

Agency	Participants	E- Board Vote	Pcnt	Notes
Everett PD	7	7	43.75%	
Snoh Co Sheriff's Off	7	7	43.75%	
Lynnwood PD	1	1	6.25%	
Edmonds PD	1	1	6.25%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1.5	1		
Evt City Atty	0	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
<b>Totals</b>	<b>19.5</b>	<b>22</b>	<b>100%</b>	



https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates

Jurisdiction	2015 Population Est.	2019 Population Est.	2019 % of Population Est.	2021 Allocation
Unincorporated Snohomish County	330,260	365,480	44.80%	\$ 70,890
Arlington	18,490	19,740	2.41%	\$ 3,815
Bothell (part)	17,230	18,180	2.22%	\$ 3,514
Brier	6,500	6,665	0.81%	\$ 1,288
Darrington	1,350	1,410	0.17%	\$ 273
Edmonds	40,490	42,170	5.15%	\$ 8,150
Everett	105,800	111,800	13.66%	\$ 21,608
Gold Bar	2,115	2,150	0.26%	\$ 416
Granite Falls	3,390	3,900	0.48%	\$ 754
Index	160	175	0.02%	\$ 34
Lake Stevens	29,900	33,080	4.04%	\$ 6,393
Lynnwood	36,420	39,600	4.84%	\$ 7,654
Marysville	64,140	67,820	8.28%	\$ 13,108
Mill Creek	19,760	20,590	2.51%	\$ 3,979
Monroe	17,620	19,250	2.35%	\$ 3,720
Mountlake Terrace	21,090	21,590	2.64%	\$ 4,173
Mukilteo	20,900	21,350	2.61%	\$ 4,126
Snohomish	9,385	10,200	1.25%	\$ 1,971
Stanwood	6,585	7,020	0.86%	\$ 1,357
Sultan	4,680	5,180	0.63%	\$ 1,001
Woodway*	1,335	1,350	0.00%	\$ -
	757,600	818,700	100.00%	\$ 158,223
*Woodway does not pay into TF added into unincorporated Sno Co	Population Growth Number: 61,100 Population Growth %: 8.06%		Increase from 2020 -\$55,191.09	

REFERENCE ONLY		
2020 Allocation	\$ Increase to 2021	% Increase to 2021
\$ 93,197	\$ (22,307)	-24%
\$ 5,218	\$ (1,403)	-27%
\$ 4,862	\$ (1,348)	-28%
\$ 1,834	\$ (546)	-30%
\$ 381	\$ (108)	-28%
\$ 11,426	\$ (3,276)	-29%
\$ 29,856	\$ (8,248)	-28%
\$ 597	\$ (181)	-30%
\$ 957	\$ (203)	-21%
\$ 46	\$ (12)	-26%
\$ 8,437	\$ (2,044)	-24%
\$ 10,277	\$ (2,623)	-26%
\$ 18,100	\$ (4,992)	-28%
\$ 5,576	\$ (1,597)	-29%
\$ 4,972	\$ (1,252)	-25%
\$ 5,952	\$ (1,779)	-30%
\$ 5,898	\$ (1,772)	-30%
\$ 2,648	\$ (677)	-26%
\$ 1,859	\$ (502)	-27%
\$ 1,321	\$ (320)	-24%
\$ -	\$ -	0%
\$ 213,414	\$ (55,191.09)	

Commander	Salary	Benefits
	\$ 133,979.00	\$ 19,643.00
	\$ -	\$ -
	\$ 133,979.00	\$ 19,643.00
	2020 TOTAL	\$ 153,622.00
	2021 TOTAL (3% increase)	\$ 158,230.66

Exhibit D

# *Index #18*

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

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM: Contract with US Bank for Purchase Card Program</b>	
<b>PREPARED BY: Jan Berg, Asst. Finance Director</b>	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT: Finance</b>	
<b>ATTACHMENTS:</b>	NASPO Political Subdivision Addendum with US Bank
<b>BUDGET CODE: Various</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The Washington State Department of Enterprise Services (DES) has contracted with US Bank for the use of purchase cards that offer a rebate for each purchase made with the cards. The City already has a current master agreement with DES and is eligible to participate in this contract. The rebate rate for 2021 is 1.35% back on all payments and purchases.

Purchase cards work similar to credit cards and can be used to pay for goods, services, travel and fleet purchases. The purchase card statement would be paid monthly to include all of the purchases for the previous thirty days. This will increase efficiency by issuing one payment per card covering several purchases and reducing the number of vendor checks required to be run each month.

The purchase card program will also increase security by having the ability to monitor transactions online almost immediately rather than waiting to receive end of the month invoices. Also each purchase card will be set up with its own credit limit depending upon the user and have the ability to have set prohibited purchases consistent with city policy.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor or sign and execute the NASPO Political Subdivision Addendum with US Bank</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the NASPO Political Subdivision Addendum with US Bank</p>
---

**NASPO POLITICAL SUBDIVISION ADDENDUM**

This Political Subdivision Addendum (“**Political Subdivision Addendum**”) constitutes an addendum to the Participating Addendum dated March 5, 2014 entered into by U.S. Bank National Association (“**U.S. Bank**”) and the State of Washington (“**State**”) (“**Participating Addendum**”) which constitutes an addendum to the NASPO Contract dated January 1, 2014 between U.S. Bank and the State of Washington. This Political Subdivision Addendum is entered into by U.S. Bank and the Political Subdivision identified herein and supersedes like and similar agreements for any Card Product or Card Product Enhancement selected in Section 8 herein. This Political Subdivision Addendum shall become effective upon signing by U.S. Bank (“**Effective Date**”).

**RECITALS**

- A. The State has entered into the Participating Addendum for the purpose of making available a Purchase Card, One Card, Fleet Card or Corporate Card Program as described in the Participating Addendum for use by the State, its Agencies and Political Subdivisions;
- B. The State is willing to permit Political Subdivision to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision’s performance of the terms and conditions of the Participating Addendum as if Political Subdivision was the entity signing the Participating Addendum. The State is not responsible for Political Subdivision under the Participating Addendum or this Political Subdivision Addendum; and
- C. Political Subdivision has received a copy of the Participating Addendum from the State, and after a thorough review of the Participating Addendum, desires to participate as a Political Subdivision under the Participating Addendum. Political Subdivision is responsible for Political Subdivision’s performance of the terms and conditions of this Political Subdivision Addendum, as well as the Participating Addendum, as if Political Subdivision was the entity signing the Participating Addendum. Political Subdivision is not liable for the acts and omissions of the State under the Participating Addendum or this Political Subdivision Addendum.

**AGREEMENT**

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Participating Addendum, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

- 1. **Definitions.** Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Participating Addendum.
- 2. **Political Subdivision Responsibility.** Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of State as set forth in the Participating Addendum. Cards shall be issued to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.
- 3. **Financial Information.** In order to determine credit qualifications for Political Subdivision, Political Subdivision shall provide U.S. Bank with the last three (3) years of audited financial statements with this signed Political Subdivision Addendum. Political Subdivision shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify Political Subdivision of the approval or decline of its credit qualification. If such financial statements can be independently obtained by U.S. Bank, Political Subdivision will not be required to provide such financial statements.
- 4. **Payment.** Political Subdivision shall make payment to U.S. Bank for all Debt incurred by Political Subdivision and its Cardholders as provided in the Participating Addendum. "**Debt**" means all amounts charged to a card and/or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Political Subdivision, its Cardholders.
- 5. **Authority.** The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Participating Addendum constitute valid, binding and enforceable agreements of Political Subdivision. All extensions of credit made to Political Subdivision pursuant to this Political Subdivision Addendum and the Participating Addendum will be valid and enforceable obligations of Political Subdivision and Political Subdivision shall pay to U.S. Bank all Debts incurred by Political Subdivision in accordance with the terms of the Participating Addendum and this Political Subdivision Addendum. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Participating Addendum are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any contract to which Political Subdivision is a party or is bound.
- 6. **Purpose of Card Use.** Political Subdivision declares that cards shall be used for official Political Subdivision purchases only, and shall not be used for individual consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Participating Addendum and this Political Subdivision Addendum.
- 7. **Governing Law.** Except as provided to the contrary herein, the law of the State and applicable federal laws and regulations shall apply to all services provided by U.S. Bank under this Political Subdivision Addendum.
- 8. **Card Products and Card Product Enhancements:** U.S. Bank may provide the following Card Products to Political Subdivision and its Cardholders. Political Subdivision shall mark here the products requested.
  - A.  **Purchase Card with Corporate Liability** (Travel Accident Insurance not included with this Card Product)
    - Central Billing Accounts (Central Purchase Accounts/Event Planner Accounts/Managed Spend Accounts)
    - Managed Spend Cards (declining balance functionality)
    - Emergency Response Cards

- B.  **One Card with Corporate Liability** (Travel Accident Insurance is included with this Card Product)
  - Central Billing Accounts (Central Travel Accounts/Event Planner Accounts/Managed Spend Accounts)
  - Managed Spend Cards (declining balance functionality)
  - Emergency Response Cards
- C.  **Fleet Card with Corporate Liability**
- D.  **Corporate Card** (Travel Accident Insurance is included with this Card Product)
  - Contingent Liability
  - Joint and Several Liability

9. The notice address for Political Subdivision is:

\_\_\_\_\_  
 City of Marysville  
 \_\_\_\_\_  
 1049 State Avenue  
 \_\_\_\_\_  
 Marysville WA 98270  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: Sandy Langdon  
 \_\_\_\_\_

10. **Rebate Payments.** To receive payment, Political Subdivision must register in the manner prescribed by U.S. Bank. U.S. Bank will not make any payments until Political Subdivision has registered. If Political Subdivision fails to register by the end of the first Addendum Year, Political Subdivision forfeits any payments for that Addendum Year and any subsequent Addendum Years in which Political Subdivision fails to register. Political Subdivision designates the following person to register Political Subdivision.

Authorized Person's Name                      Sandy Langdon  
 Authorized Person's Email Address            finance@marysvillewa.gov

11. **Authorization.** Political Subdivision certifies to U.S. Bank that the person executing this Political Subdivision Addendum is authorized by Political Subdivision in accordance with its organization rules and applicable law to bind Political Subdivision to the Terms and Conditions of this Political Subdivision Addendum, including the authority to incur Debt in the name of Political Subdivision.

12. **Execution.** By signing below, the individual(s) signing this Political Subdivision Addendum is/are acting in his or her capacity as an authorized signing officer of Political Subdivision and not in his or her personal capacity, and certifies and warrants that (1) all action required by Political Subdivision's organizational documents to authorize the signer(s) to act on behalf of Political Subdivision in all actions taken under this Political Subdivision Addendum, including but not limited to, the authority to incur Debt on behalf of Political Subdivision, has been taken, (2) each signer is empowered in the name of and on behalf of Political Subdivision to enter into all transactions contemplated in this Political Subdivision Addendum and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.

13. **Reliance.** Political Subdivision has read, understands and agrees to all terms and conditions in this Political Subdivision Addendum, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth herein.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, executed this Political Subdivision Addendum.

<b>Date:</b> _____  <b>By Political Subdivision:</b>  _____ City of Marysville (Name)  _____ (Signature of Authorized Signer)  _____ Jon Nehring (Printed Name of Authorized Signer)  _____ Mayor (Printed Title of Authorized Signer)	<b>Date:</b>  <b>By U.S. Bank:</b>  _____ U.S. Bank National Association  _____ (Signature of Authorized Signer)  _____ (Printed Name of Authorized Signer)  _____ Vice President (Printed Title of Authorized Signer)
---	---

**Approved as to form:**

\_\_\_\_\_  
 (Signature of Attorney for Political Subdivision)  
  
 \_\_\_\_\_  
 (Printed Name of Attorney)

**Before completing the Certificate of Authority, please read:**

- If the document being signed was “**approved as to form**” by an attorney, it is not necessary to complete the attached Certificate of Authority (C of A).
- If the document was not “approved as to form” by an attorney, please complete the attached C of A (page 6).
- Be sure to date all documents upon signing. Undated documents cannot be accepted and will be returned for dating.

**Signing Instructions for  
Certificate of Authority**

Note that three (3) different individuals must sign and date the C of A. If the Political Subdivision does not have three individuals who are authorized to sign on behalf of the Political Subdivision, please refer to page 7.

**Section 1 Organizational Information-** Enter the legal Political Subdivision name and the tax ID number on the C of A. Note: The legal name of the Political Subdivision name is required. The legal name is usually the name on the Political Subdivision’s financial statements.

**Section 2 Authorized Persons -** The individual who signed the Political Subdivision Addendum must complete and sign in Section 2.

**Section 3 Execution Requirement -** Check only one box in Section 3 to indicate how many individuals (either 1 or 2) that the Political Subdivision requires to sign legal documents on behalf of the Political Subdivision.

**Section 4 Execution -** No action required.

**Section 5 Certification -** Two (2) individuals must sign and date Section 5 as well as insert their names and titles. Note: The individual(s) who signed in Section 2 **cannot** sign in Section 5 or this document is invalid.

- An officer of the Political Subdivision (“**Officer One**”) is required to sign the top area of Section 5 attesting to the signatures in Section 2.
- One other officer of the Political Subdivision (“**Officer Two**”) must sign the bottom area of Section 5 attesting to the signature of Officer One.

Please see examples below:

**5. Certification.** I certify that I am the **Secretary** and I am acting in my official capacity as an authorized officer who has been given the authority by the Political Subdivision to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Political Subdivision to execute and deliver to U.S. Bank, on behalf of the Political Subdivision, and to bind the Political Subdivision under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

**JOHN DOE**

↑ PRINTED NAME OF THE **SECRETARY** OF THE POLITICAL SUBDIVISION↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature of the **Secretary** of the Political Subdivision↑

**DATE**

I certify that I am an officer of the Political Subdivision, and as such, I certify that the above-named **Secretary** is acting in such capacity on behalf of the Political Subdivision, the signature below is my genuine signature and the signature above is the genuine signature of such **Secretary**.

**JANE SMITH, TREASURER**

↑ PRINTED NAME & TITLE OF INDIVIDUAL SIGNING BELOW ↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature ↑ Attested by One (1) Other Individual of the Political Subdivision

**DATE**

**CERTIFICATE OF AUTHORITY**

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following Political Subdivision (the "Political Subdivision"):

Political Subdivision Legal Name: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

2. **Authorized Persons.** In accordance with the governance rules relating to the Political Subdivision, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Political Subdivision, to execute and deliver to U.S. Bank National Association ("U.S. Bank") and/or its affiliates the applicable contract(s), any applicable addenda and/or amendments thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more card programs, extending credit and providing related services to the Political Subdivision with U.S. Bank in the United States (collectively, the "Services"):

Name	TITLE	SIGNATURE

3. **Execution Requirements.** The governance rules relating to the Political Subdivision require the following number of Authorized Persons to sign the Documents for the Services (choose only one box):

- One (1) Authorized Person  
 Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Political Subdivision and not in his or her personal capacity, certifies and warrants that (a) all action required by Political Subdivision's organizational documents to authorize the signer(s) to act on behalf of the Political Subdivision in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Political Subdivision, has been taken, (b) each signer is empowered in the name of and on behalf of the Political Subdivision to enter into all transactions and Services contemplated in the Documents, and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the \_\_\_\_\_ and I am acting in my official capacity as an authorized officer who has been given the authority by the Political Subdivision to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Political Subdivision to execute and deliver to U.S. Bank, on behalf of the Political Subdivision, and to bind the Political Subdivision under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

\_\_\_\_\_  
 ↑ PRINTED NAME OF THE \_\_\_\_\_ OF THE POLITICAL SUBDIVISION↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

\_\_\_\_\_  
 ↑ Signature of the \_\_\_\_\_ of the Political Subdivision↑ **DATE**

I certify that I am an officer of the Political Subdivision, and as such, I certify that the above-named \_\_\_\_\_ is acting in such capacity on behalf of the Political Subdivision, the signature below is my genuine signature and the signature above is the genuine signature of such \_\_\_\_\_.

\_\_\_\_\_  
 ↑ PRINTED NAME & TITLE OF INDIVIDUAL SIGNING BELOW ↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

\_\_\_\_\_  
 ↑ Signature ↑ Attested by One (1) Other Individual of the Political Subdivision **DATE**

**EXAMPLES TO Signing Instructions  
for  
Certificate of Authority (C Of A)**

**EXAMPLE 1:**

1. One (1) person is required to sign legal documents, and
2. Political Subdivision has more than two (2) authorized signatories who can attest to signatures of other signatories.

Addendum: Person A signs.  
C of A Section 2: Person A completes and signs.  
C of A Section 3: First box is checked.  
C of A Section 5: Person B (preferably the Secretary) signs attesting to the signature of Person A  
**AND**  
Person C signs attesting to Person B's authority and signature.

**EXAMPLE 2:**

1. Two (2) people are required to sign legal documents, and
2. Political Subdivision has more than two (2) authorized signatories who can attest to signatures of other signatories.

Addendum: Persons A and B sign.  
C of A Section 2: Persons A and B complete and sign.  
C of A Section 3: Second box is checked.  
C of A Section 5: Person C (preferably the Secretary) signs attesting to the signatures of Persons A and B  
**AND**  
Person D signs attesting to Person C's authority and signature.

**EXAMPLE 3:**

1. One (1) person is required to sign legal documents, and
2. Political Subdivision has only one (1) other authorized signatory who can attest to signatures of other signatories.

Addendum: Person A signs.  
C of A Section 2: Person A completes and signs.  
C of A Section 3: First box is checked.  
C of A Section 5: Person B (preferably the Secretary) signs attesting to the signature of Person A.  
NOTE: If the Secretary can sign the C of A, than they cannot be Person A; they must be Person B.  
**AND**  
Person A signs attesting to Person B's authority and signature.

**EXAMPLE 4:**

1. Two (2) people are required to sign legal documents, and
2. Political Subdivision has only one (1) other authorized signatory who can attest to signatures of other signatories.

Addendum: Persons A and B sign.  
C of A Section 2: Persons A and B complete and sign.  
C of A Section 3: Second box is checked.  
C of A Section 5: Either Person A or B (preferably the Secretary) signs attesting to the signature of Persons A and B.  
NOTE: If the Secretary can sign the C of A, than they must sign in Section 4 and the other person must sign in Section 5  
**AND**  
The Person who did not sign Section 4 signs attesting to the signing authority and signature of the person who did sign in Section 4, subject to the note above.



# *Index #7*

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

**CITY COUNCIL MEETING DATE: December 14, 2020**

AGENDA ITEM: PA 20-059 – Public hearing on Ordinance No. 3168, establishing an interim regulation on “enhanced services facilities”	AGENDA SECTION: New Business	
PREPARED BY: Allan Giffen, Interim Community Development Director	APPROVED BY: <i>Allan Giffen</i> , CD Interim Director	
ATTACHMENTS: Ordinance No. 3168		
	MAYOR	CAO
BUDGET CODE: Not applicable	AMOUNT: Not applicable	

**DESCRIPTION:**

On November 23, 2020, the City Council adopted Ordinance 3168, establishing a six-month interim regulation prohibiting the siting of enhanced services facilities within the City of Marysville. Under RCW 36.70A.390 a city may adopt interim regulations, provided it holds a hearing on the interim regulation within 60 days of establishing the regulation. Ordinance No. 3168 established December 14, 2020, as the city council hearing date.

The Marysville Municipal Code (MMC) does not have a land use category for enhanced services facilities. The purpose of the interim regulation is to allow adequate time for the City to effectively analyze and prepare regulations to provide for appropriate permitting of enhanced services facilities.

The public hearing will allow the public to offer comments related to the City’s planning process for regulation of enhanced services facilities. This input will be forwarded to the Planning Commission for its consideration of appropriate amendments to the MMC.

RECOMMENDED ACTION: Conduct public hearing to allow for public comment concerning the planning process to consider amendments to the Marysville Municipal Code related to enhanced services facilities.
COUNCIL ACTION:  No further City Council action is required following the close of the public hearing.

CITY OF MARYSVILLE  
WASHINGTON

ORDINANCE NO. 3108

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AMENDING TITLE 22A AND 22C OF THE MARYSVILLE MUNICIPAL CODE, TO SPECIFY THAT ENHANCED SERVICES FACILITIES AS DEFINED IN RCW 70.97 ARE NOT PERMITTED IN ANY ZONING DISTRICT WITHIN THE CITY OF MARYSVILLE; AND AMENDING CHAPTER 22A.020, DEFINITIONS, TO INCLUDE A DEFINITION OF ENHANCED SERVICES FACILITIES; AND AMENDING CHAPTER 22C.010, PERMITTED USES, AND CHAPTER 22C.020, PERMITTED USES, TO PROHIBIT ENHANCED SERVICES FACILITIES IN THE CITY OF MARYSVILLE; TO BE EFFECTIVE FOR A PERIOD OF SIX MONTHS; AND SETTING A DATE FOR A PUBLIC HEARING ON THE INTERIM DEVELOPMENT REGULATIONS, AND DECLARING AN EMERGENCY TO EXIST.

**WHEREAS**, chapter 70.97 RCW provides for the licensing, operations and management of Enhanced Services Facilities in the State of Washington; and

**WHEREAS**, RCW 70.97.010 defines the term "Enhanced Services Facility" as "a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary" (such facilities hereafter referred to in the plural as "Enhanced Services Facilities"); and

**WHEREAS**, Enhanced Services Facilities serve individuals 18 years of age or older with either a mental disorder, a substance use disorder, or co-occurring mental disorder and substance use disorder; and

**WHEREAS**, RCW 70.97.060 requires that all new facilities are required to meet all applicable state and local rules, regulations, permits, and code requirements; and

**WHEREAS**, RCW 70.97.090 specifically identifies the following "*residential uses*" as exempt from the Enhanced Services Facility regulations: nursing homes, assisted living facilities, adult family homes, facilities approved and certified under Chapter 71A.22 RCW, residential treatment facilities licensed under Chapter 71.12 RCW, and hospitals. Each of these uses are regulated by the State of Washington under separate state codes and are not treated as similar uses under state law; and

**WHEREAS**, the Marysville Municipal Code regulates the location and development of "Senior Citizen Assisted" dwellings, "Adult Family Homes," "Convalescent, Nursing or Retirement Homes," "Master Planned Senior Communities" and "Residential Care Facilities," but the current zoning code does not provide a

comparable land use definition for “Enhanced Services Facilities” or establish where such use may locate, or associated development standards; and

**WHEREAS**, the City Council understands that Enhanced Services Facilities are needed throughout the State of Washington, however without proper zoning controls, permitting of such a facility in the City of Marysville could result in potential negative impacts on the community; and

**WHEREAS**, the Council wishes to study the issue further and directs the Planning Commission to consider potential amendments to the Marysville Municipal Code regarding zoning regulations, permitting processes, and any conditions or standards that may be appropriate for Enhanced Services Facilities; and

**WHEREAS**, the City has determined that interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to effectively analyze and prepare regulations sufficient to provide for appropriate permitting of Enhanced Services Facilities; and

**WHEREAS**, the City has determined that interim development regulations are furthermore necessary to prevent vesting of any permit applications for Enhanced Services Facilities until such time as potential zoning regulations, permitting processes, and any conditions or standards that may be appropriate for Enhanced Services Facilities can be thoroughly reviewed and prepared; and

**WHEREAS**, pursuant to RCW 36.70A.390, the City Council will conduct a public hearing on the interim development regulations contained within this Ordinance in order to take public testimony and to consider further findings of fact.

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

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council’s initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

**Section 2. Interim Development Regulation.** The City Council hereby adopts the interim development regulations as set forth in **Exhibit A** to this Ordinance, amending MMC 22A.020.060, MMC 22C.010.060, MMC 22C.010.070, MMC 22C.020.060, and MMC 22C.020.070.

**Section 3. Duration.** This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance.

**Section 4. Public Hearing Required.** As required by RCW 36.70A.390, within sixty (60) days of the passage of this ordinance, the City Council shall hold a public hearing on this ordinance in order to take public testimony and to consider further findings of fact. Said hearing shall be 7:00 p.m., Monday, December 14, 2020. The City Clerk is directed to provide notice of such public hearing as required by law.

**Section 5. Declaration of Emergency.** The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council. Without an immediate adoption of the interim development regulations as set forth in **Exhibit A**, applications for Enhanced Services Facilities could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the interim development regulations as set forth in **Exhibit A** must be adopted as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of applications for Enhanced Services Facilities to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights.


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

**Section 7. Correction.** Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 8. Effective Date.** This ordinance shall take effect and be in full force and effect immediately upon passage, as set forth in Section 5, as long as it is approved by a majority plus one of the entire membership of the City Council, as required by RCW 35A.12.130. Pursuant to *Matson v. Clark County board of Commissioners*, 79 Wn. App. 641, 904 P.2d317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the recitals, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

**PASSED AND APPROVED** by the Marysville City Council this 23rd day of November, 2020.

CITY OF MARYSVILLE

  
Jon Nehring, Mayor

ATTEST:

By:   
Deputy City Clerk

APPROVED AS TO FORM:

By:   
Jon Walker, City Attorney

Date of Publication: November 27, 2020

Effective Date: December 2, 2020

## Exhibit A

### 22A.020.060 “E” definitions.

“Easement” means a right granted by a property owner to specifically named parties or to the public for the use of certain land for specified purposes.

“Effective date” means the date a final decision becomes effective.

“EIS” means environmental impact statement.

“Elderly” means a person 62 years of age or older.

“Electric scooters and motorcycles” means any two-wheel vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle’s batteries and produces zero emissions or pollution when stationary or operating.

“Electric sign” means any sign containing electrical wiring, lighting, or other electrical components, but not including signs illuminated by a detached exterior light source.

“Electric vehicle” means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on board for motive purpose. “Electric vehicle” includes:

- (1) A battery electric vehicle;
- (2) A plug-in hybrid electric vehicle;
- (3) A neighborhood electric vehicle; and
- (4) A medium-speed electric vehicle.

“Electric vehicle charging station” means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use.

“Electric vehicle charging station – public” means an electric vehicle charging station that is:

- (1) Publicly owned and publicly available (e.g., park and ride parking, public library parking lot, on-street parking); or
- (2) Privately owned and publicly available (e.g., shopping center parking, nonreserved parking in multifamily parking lots).

“Electric vehicle charging station – restricted” means an electric vehicle charging station that is:

(1) Privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking); or

(2) Publicly owned and restricted (e.g., fleet parking with no access to the general public).

“Electric vehicle infrastructure” means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

“Electric vehicle parking space” means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

“Electronic message sign” means a variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix. Also known as “changeable copy sign.”

“Elevated building (floodplain management)” means, for insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Elevation certificate” means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a letter of map amendment (LOMA) or letter of map revision based on fill (LOMR-F).

“Eligible facilities request” means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(1) Co-location of new transmission equipment;

(2) Removal of transmission equipment; or

(3) Replacement of transmission equipment.

Criteria on what constitutes a substantial change is set forth in MMC [22C.250.210](#).

“Eligible support structure” means any existing tower or base station as defined in Chapter [22C.250](#) MMC; provided, that it is existing at the time an eligible facilities modification application is filed with the city.

“Emergency notification services” means services that notify the public of an emergency.

“Emergency services” means 911 emergency services and emergency notification services.

“Emergency support services” means information or database management services used in support of emergency services.

“Energy resource recovery facility” means an establishment for recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat



of combustion of solid waste.

"Engineering feasibility study" means a report prepared by a licensed professional engineer qualified by training to have expert engineering knowledge of a particular subject. The report will identify the capability of the land to withstand disturbance, such as erosion, sedimentation, geological hazards, or other aspects of the development.

**"Enhanced Services Facility" means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary and which typically serves individuals with either a mental disorder, a substance use disorder, or co-occurring mental disorder and substance use disorder. Such facilities shall be limited to a maximum 16 bed capacity and shall meet all of the regulatory and licensing requirements of the State of Washington per Chapter 70.97 RCW.**

"Environmentally sensitive areas" means those areas regulated by Chapter 22E.010 MMC, and their buffers.

"Equipment, heavy" means high-capacity mechanical devices for moving earth or other materials, and mobile power units including, but not limited to:

- (1) Carryalls;
- (2) Graders;
- (3) Loading and unloading devices;
- (4) Cranes;
- (5) Drag lines;
- (6) Trench diggers;
- (7) Tractors;
- (8) Augers;
- (9) Bulldozers;
- (10) Concrete mixers and conveyers;
- (11) Harvesters;
- (12) Combines; or
- (13) Other major agricultural equipment and similar devices operated by mechanical power as distinguished from manpower.

"Erosion" means the wearing away of the earth's surface as a result of the movement of wind, rain, water and other natural agents which mobilize and transport soil particles.

“Erosion hazard areas” means lands or areas that, based on a combination of slope inclination and the characteristics of the underlying soils, are susceptible to varying degrees of risk of erosion. Erosion hazard areas are classified as low hazard, moderate hazard and high hazard, based on the following criteria:

- (1) Low Hazard. Areas sloping less than 15 percent.
- (2) Moderate Hazard. Areas sloping between 15 and 40 percent and underlain by soils that consist predominantly of silt, clay, bedrock or glacial till.
- (3) High Hazard. Areas sloping between 15 and 40 percent that are underlain by soils consisting largely of sand and gravel, and all areas sloping more steeply than 40 percent.

“Evergreen” means a plant species with foliage that persists and remains green year-round.

“Ex parte communication” means any oral or written communication made by any person, including a city employee or official, pertaining to a matter that is or will be within the jurisdiction of the city council, hearing examiner or planning commission made outside of a public record.

Exceptions (Shoreline Master Program) – Requirements to Obtain Shoreline Permits or Local Reviews (Shoreline Master Program). Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the shoreline management act do not apply to the following:

- (1) Remedial Actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order pursuant to Chapter 70.105D RCW, or to the Department of Ecology when it conducts remedial action under Chapter 70.105D RCW.
- (2) Boat Yard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a National Pollutant Discharge Elimination System storm water general permit.
- (3) WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review.
- (4) Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.
- (5) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to Chapter 80.50 RCW.

Exemption (Shoreline Master Program). Certain specific developments as listed in WAC 173-27-040 as exempt from the definition of “substantial developments” are therefore exempt from the substantial development permit process of the SMA. An activity that is exempt from the substantial development provisions of the SMA must still be carried out in compliance with policies and standards of the Act and the local master program. Conditional use and/or variance permits may also still be required even though the activity does not need a substantial development permit. (RCW 90.58.030(3)(e); WAC 173-27-040.) “Exemption (shoreline master program)” also includes the

external retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 (42 USC Sec. 12010 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities.

“Existing and ongoing agricultural activities (small farms overlay zone)” means those activities involved in the production of crops and livestock, and changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, as well as construction of new farm structures, facilities or improved areas. An operation ceases to be ongoing when a formal plat has been approved by the city for development of the small farm.

“Existing and ongoing agricultural activities” means those activities involved in the production of crops and livestock, including but not limited to operation and maintenance of farm and stock ponds or drainage and irrigation systems, changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, facilities or improved areas. Activities which bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program. Forest practices are not included in this definition.

“Existing manufactured home park or subdivision (floodplain management)” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

“Existing (wireless communication facilities)” for purposes of Chapter 22C.250 MMC where it is related to a constructed tower or base station, means a constructed tower or base station that has been reviewed and approved under the applicable zoning or siting process or under another applicable state or local regulatory review process, and the term also includes a tower that was lawfully constructed but that was not reviewed and approved because it was not in a zoned area when it was built.

“Exotic species” means any species of plant or animal that is not indigenous to the area.

“Expansion to an existing manufactured home park or subdivision (floodplain management)” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (Ord. 3151 § 5, 2020; Ord. 3146 § 6, 2020; Ord. 3125 § 3 (Exh. B), 2019; Ord. 2852 § 10 (Exh. A), 2011).

**22C.010.060 Permitted uses.**

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
<b>Residential Land Uses</b>									

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
<b>Dwelling Units, Types:</b>									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing (14)	C6	C6	C6	C6	C6	C6	C6	C6	
Duplex (14)	C8	P8	P8	P8	P	P	P	P	
Townhouse	P3	P3	P3	P3	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P3	P3	P3		C	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	C2	C2	C2	C2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle									P44
<b>Group Residences:</b>									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	C2	C2	C2	C2	
Residential care facility	P	P	P	P	P	P	P	P	
Master planned senior community (15)	C	C	C	C	C	C	C	C	C
<b>Accessory Uses:</b>									
Residential accessory uses (1), (9), (10), (14), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
<b>Temporary Lodging:</b>									
Hotel/motel					P	P	P	P	
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	
Bed and breakfast inn (4)					P	P	P	P	
<b>Enhanced Services Facility (51)</b>									
<b>Recreation/Cultural Land Uses</b>									
<b>Park/Recreation:</b>									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Recreational vehicle park									C46
Community center	C	C	C	C	C	C	C	C	C
<b>Amusement/Entertainment:</b>									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
<b>Cultural:</b>									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
<b>General Services Land Uses</b>									
<b>Personal Services:</b>									
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
<b>Health Services:</b>									
Medical/dental clinic					C	C	C	C	
Supervised drug consumption facility									
<b>Education Services:</b>									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
<b>Government/Business Service Land Uses</b>									
<b>Government Services:</b>									
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26
Utility facility	P	P	P	P	P	P	P	P	P
Private storm water management facility	P	P	P	P	P	P	P	P	P
Public storm water management facility	P	P	P	P	P	P	P	P	P
<b>Business Services:</b>									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R- MHP
Wireless communication facility (28)	P C	P C	P C	P C	P C	P C	P C	P C	P C
<b>State-Licensed Marijuana Facilities:</b>									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
<b>Retail/Wholesale Land Uses</b>									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
<b>Resource Land Uses</b>									
<b>Agriculture:</b>									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					
<b>Forestry:</b>									
Growing and harvesting forest products	P34	P34	P34	P34					
<b>Fish and Wildlife Management:</b>									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
<b>Regional Land Uses</b>									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

## 22C.010.070 Permitted uses – Development conditions.

(1) Accessory dwelling units must comply with development standards in Chapter 22C.180 MMC. Accessory dwelling units in the MHP zone are only allowed on single lots of record containing one single-family detached dwelling.

(2) Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.

(3) Only as part of a planned residential development (PRD) proposal, and subject to the same density as the underlying zone.

(4) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter 22C.210 MMC.

(5) Home occupations are subject to the requirements and standards contained in Chapter 22C.190 MMC.

(6) Subject to cottage housing provisions set forth in MMC 22C.010.280.

(7) Factory-built dwelling units shall comply with the following standards:

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

(b) A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.

(8) Permitted outright in the R-6.5, R-8, and WR-R-4-8 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.

(9) A garage sale shall comply with the following standards:

(a) No residential premises shall have more than two such sales per year and no such sale shall continue for more than six days within a 15-day period.

(b) Signs advertising such sales shall not be attached to any public structures, signs or traffic control devices, nor to any utility poles. All such signs shall be removed 24 hours after the sale is completed.

A garage sale complying with the above conditions shall be considered as being an allowable accessory use to all residential land uses. A garage sale violating one or more of the above conditions shall be considered as being a commercial use and will be disallowed unless it complies with all requirements affecting commercial uses.

(10) Residential accessory structures must comply with development standards in Chapter 22C.180 MMC.

(11) Manufactured homes must:

(a) Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;

(b) Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located;

(c) Be no more than five years old, as evidenced by the date of manufacture recorded on the HUD data plate. An administrative variance to the requirement that a manufactured home be no more than five years old may be granted by the community development director only if the applicant demonstrates all of the following:

(i) The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;

(ii) The proposed manufactured home is well maintained and does not present any health or safety hazards;

(iii) The variance is necessary or warranted because of the unique size, shape, topography, location, critical areas encumbrance, or other feature of the subject property;

(iv) The proposed manufactured home will be compatible with the neighborhood or area where it will be located;

(v) The subject property is otherwise deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and within an identical zone;

(vi) The need for the variance is not the result of deliberate actions of the applicant or property owner; and

(vii) The variance is the minimum necessary to grant relief to the applicant.

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

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

(14) No more than one single-family detached or duplex dwelling is allowed per lot except in cottage housing developments that are developed with all cottages located on a common lot, and accessory dwelling units through the provisions of Chapter 22C.180 MMC.

(15) Subject to Chapter 22C.220 MMC, Master Planned Senior Communities.

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

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

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



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

(17) Golf facilities shall comply with the following:

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

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

(18) Only as an accessory to a cemetery.

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

(20) Only as an accessory to residential use and subject to the criteria set forth in Chapter 22C.200 MMC.

(21) Only as an accessory to residential use, provided:

(a) Students are limited to 12 per one-hour session;

(b) All instruction must be within an enclosed structure; and

(c) Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

(22) Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.

(23) Only when adjacent to an existing or proposed school.

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

(25) Day care IIs must be located on sites larger than one-half acre and are subject to minimum standards identified in Chapter 22C.200 MMC for day care I facilities. Parking facilities and loading areas shall be located to the rear of buildings or be constructed in a manner consistent with the surrounding residential character. Evaluation of site suitability shall be reviewed through the conditional use permit process.

(26) Public safety facilities, including police and fire, shall comply with the following:

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

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

(27) Accessory to an apartment development of at least 12 units, provided:

- (a) The gross floor area in self-service storage shall not exceed 50 percent of the total gross floor area of the apartment dwellings on the site;
- (b) All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
- (c) The use of the facility shall be limited to dead storage of household goods;
- (d) No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
- (e) No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
- (f) No residential occupancy of the storage units;
- (g) No business activity other than the rental of storage units to the apartment dwellings on the site; and
- (h) A resident manager shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(28) All WCFs and modifications to WCFs are subject to Chapter 22C.250 MMC including, but not limited to, the siting hierarchy, MMC 22C.250.060. WCFs may be a permitted use or a conditional use subject to MMC 22C.250.040.

(29) Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

- (a) They are located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting hours; and
- (b) The site is adjacent to a designated arterial that has been improved to a standard acceptable to the department.

(30) Model Homes.

- (a) The community development director may approve construction of model homes subject to the following conditions:
  - (i) No model home shall be constructed without the issuance of a building permit;
  - (ii) In no event shall the total number of model homes in a preliminary subdivision be greater than nine;
  - (iii) A hard-surfaced roadway to and abutting all model homes shall be constructed to standards determined by the city engineer or designee;

(iv) Operational fire hydrant(s) must be available in accordance with the International Fire Code;

(v) Submittal of a site plan, stamped by a registered civil engineer or licensed surveyor, delineating the location of each structure relative to existing and proposed utilities, lot lines, easements, roadways, topography and critical areas;

(vi) Submittal of building permit applications for each of the proposed structures;

(vii) Approval of water, sewer and storm sewer extension plans to serve the proposed structures; and

(viii) Execution of an agreement with the city saving and holding it harmless from any damages, direct or indirect, as a result of the approval of the construction of model homes on the site.

(b) Prior to occupancy of any model home, the final plat of the subject subdivision shall be approved and recorded.

(31) Any outdoor storage areas are subject to the screening requirements of the landscape code.

(32) Subject to approval of a small farms overlay zone.

(33) May be further subject to the provisions of the Marysville shoreline master program.

(34) Only allowed in conjunction with the small farms overlay zone.

(35) Provided, that the property has received approval of a small farms overlay designation, or is larger than one acre in size.

(36) Only in conjunction with an existing or proposed school.

(37) Except racing of motorized vehicles.

(38) Level 1 and Level 2 charging only.

(39) Allowed only as an accessory use to a principal outright permitted use or permitted conditional use.

(40) The term "rapid" is used interchangeably with "Level 3" and "fast charging."

(41) Only "electric vehicle charging stations – restricted" as defined in Chapter 22A.020 MMC.

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

(43) One single-family detached dwelling per existing single lot of record. Manufactured homes on single lots must meet the criteria outlined in subsection (11) of this section.

(44) Used as a permanent residence in an established MHP or RV park; provided, that utility hookups in MHPs meet current standards for MHPs or RV parks.

(45) MHPs shall fulfill the requirements of Chapter 22C.230 MMC.

(46) Recreational vehicle parks are subject to the requirements and conditions of Chapter 22C.240 MMC.

(47) Model house sales offices are subject to the requirements of MMC 22C.110.030(12).

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

(49) Shipping/cargo and similar storage containers are prohibited on lots within a platted subdivision and properties under one acre in size. Shipping/cargo and similar storage containers may be located on properties over one acre in size if located behind the primary residence, observe all setbacks applicable to an accessory structure, and are screened from public view.

(50) Accessory structures may not be utilized as, or converted to, a dwelling unless the structure complies with the accessory dwelling unit standards outlined in MMC 22C.180.030.

**(51) Enhanced Services Facilities are prohibited in all residential zones as such are identified and adopted in chapter 22C.010 MMC.**

## 22C.020.060 Permitted uses.

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
<b>Residential Land Uses</b>										
<b>Dwelling Units, Types:</b>										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
<b>Group Residences:</b>										
Adult family home (70)	P	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P			P	P				P

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
<b>Enhanced Services Facility (77)</b>										
<b>Accessory Uses:</b>										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
<b>Temporary Lodging:</b>										
Hotel/motel	P	P	P	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P	P						
<b>Recreation/Cultural Land Uses</b>										
<b>Park/Recreation:</b>										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Recreational vehicle park				C12			C12		C	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P
Community center	P	P	P	P	P	P	P	P	P	P
<b>Amusement/Entertainment:</b>										
Theater		P	P	P	P	P				
Theater, drive-in				C						
Amusement and recreation services		P18	P18	P18	P18	P19	P	C		
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P	P			P	P	C	
Shooting range (14)				P15			P15			
Outdoor performance center				C			C		C	C
Riding academy							P		C	
<b>Cultural:</b>										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P	P			C	P
<b>General Services Land Uses</b>										
<b>Personal Services:</b>										
General personal service	P	P	P	P	P	P	P	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Dry cleaning plant		P	P				P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P	P25	P76	P		
Funeral home/crematory		P	P	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	P24	P24, C20			P	P		
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P	P21			
Veterinary clinic	P	P	P	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	C, P28	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P	P67	P67	P	P		
EV battery exchange station				P			P	P		
Miscellaneous repair		P	P	P			P	P		
Social services		P	P	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	P	P			P	P		
Pet daycare (71), (72)		P	P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
<b>Health Services:</b>										
Medical/dental clinic	P	P	P	P	P	P				P
Hospital		P	P	P	P	C				C
Miscellaneous health	P68	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility										
<b>Education Services:</b>										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C	C	P	C		C
Commercial school	P	P	P		P	P27				C
School district support facility	C	P	P	P	P	P	P	P		P
Vocational school		P	P	P	P	P27				P
<b>Government/Business Service Land Uses</b>										
<b>Government Services:</b>										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	P	P	P	P	P			P

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Utility facility	P	P	P	P		C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
<b>Business Services:</b>										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	P23	P23			P			P
Taxi stands		P	P	P			P	P		
Trucking and courier service		P31	P31	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)							P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P	P30	P	P		
Commercial vehicle storage							P	P		
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	P30, 37	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing				P			P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P	P		P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
<b>State-Licensed Marijuana Facilities:</b>										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
<b>Retail/Wholesale Land Uses</b>										
Building, hardware and garden materials	P47	P	P	P	P	P47	P76	P		
Forest products sales		P	P	P			P			

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Department and variety stores	P	P	P	P	P	P	P76			
Food stores	P	P	P	P	P	P45	P76			
Agricultural crop sales		P	P	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	P	P			P	P		
Motorcycle dealers		C	C	P	P49		P	P		
Gasoline service stations	P	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P	P46	P46	P		
Drug stores	P	P	P	P	P	P	P76	P		
Liquor stores		P	P	P						
Used goods: antiques/secondhand shops		P	P	P	P	P				
Sporting goods and related stores		P	P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P	P				
Jewelry stores		P	P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P	P				
Fuel dealers				P43			P43	P43		
Florist shops	P	P	P	P	P	P				
Pet shops	P	P	P	P	P	P				
Tire stores		P	P	P	P		P76	P		
Bulk retail		P	P	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
<b>Manufacturing Land Uses</b>										
Food and kindred products		P50, 52	P50, 52	P50			P50	P		
Winery/brewery		P53	P53	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		



Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Paper and allied products							P	P		
Printing and publishing	P51	P51	P51	P		P51	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54, 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution				P			P			
<b>Resource Land Uses</b>										
<b>Agriculture:</b>										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		
<b>Forestry:</b>										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
<b>Fish and Wildlife Management:</b>										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	C						P	
<b>Mineral:</b>										

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
<b>Regional Land Uses</b>										
Jail		C	C	C			C			
Regional storm water management facility		C	C	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	C56	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	C	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C
School bus base	C	C	C	C			P			C58
Racetrack	C59	C59	C59	C			P			
Fairground							P	P		C
Zoo/wildlife exhibit		C	C	C						C
Stadium/arena				C			C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62	P61, 62		P62	P62		

## 22C.020.070 Permitted uses – Development conditions.

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

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

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

- (4) All units must be located above a street-level commercial use.
- (5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.
- (6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (7) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.
- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter 22C.220 MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
- (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
  - (b) Lighting for structures and fields shall be directed away from residential areas; and
  - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter 22C.240 MMC.
- (13) Golf Facility.
- (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
  - (b) Restaurants are permitted as an accessory use to a golf course.
- (14) Shooting Range.
- (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
  - (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and

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

(15) Only in an enclosed building.

(16) Dock and Boathouse, Private, Noncommercial.

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

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

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

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

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

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

(17) Boat Launch, Noncommercial or Private.

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

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

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

(18) Excluding racetrack operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(34) Reserved.

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

(a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and

Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and

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

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

(37) Except heavy equipment.

(38) With outdoor storage and heavy equipment.

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

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

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

(42) Excluding vehicle and livestock auctions.

(43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.

(44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.

(45) Limited to 5,000 square feet or less.

(46) Eating and Drinking Places.

(a) Limited to 4,000 square feet or less.

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

(c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.

(47) Limited to hardware and garden supply stores.

(48) Limited to convenience retail, such as video, and personal and household items.

(49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.

(50) Except slaughterhouses.

- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.
- (61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter 22G.070 MMC, Siting Process for Essential Public Facilities.
- (62) Opiate substitution treatment program facilities, as defined in MMC 22A.020.160, are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.
  - (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
  - (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term "rapid" is used interchangeably with Level 3 and fast charging.
- (66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC 22C.020.265.

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

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

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

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

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

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

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

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

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

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

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



# *Index #19*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/14/2020**

<b>AGENDA ITEM:</b>	
An Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase of Certain Expenditure items as Budgeted for in Ordinance No. 3108	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Draft Ordinance	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
Various	
<b>SUMMARY:</b>	

During the 2019-2020 biennial budget period certain activities occur which requires amending the budget to best meet the needs of the City services. Below is a summary of the activities that will affect the 2019-2020 biennial budget.

Amendments needed to the 2019-2020 budget include the adjustments detailed in Exhibit A of the ordinance. Also included is the formal establishment of budgets for Funds that were created after the adoption of the biennial budget. Those Funds are:

- Fund 116 – School Mitigation – to meet Government Accounting Standards Board requirement 84
- Fund 119 – COVID Relief Fund – to track COVID-19 expenditures and grant revenue
- Fund 512 – Medical Insurance – new program as of 1/1/2020

Facilities Maintenance requires adjustment for the switch to contract custodial to the internal service program. The contract custodial expenses were allocated out to departments and Funds, moving the program to an internal service brings all expenses into one fund.

**RECOMMENDED ACTION: Staff recommends that City Council adopt the Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase in Certain Expenditure Items as Budgeted for in Ordinance No. 3108**

**RECOMMENDED MOTION: I move to approve Ordinance No. \_\_\_\_\_ amending the 2019-2020 Biennial Budget.**

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE  
2019-2020 BIENNIAL BUDGET AND PROVIDING FOR THE  
INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR  
IN ORDINANCE NO. 3108.

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

Section 1. Since the adoption of the 2019-2020 budget by the City Council on November 26, 2018, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2019- 2020 budget. The following funds as referenced in Ordinance No. 3108 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance		\$ -	\$ -
General Fund	001	Revenue		-	-
General Fund	001	Expenditures		-	-
General Fund	001	Ending Fund Balance	-	-	-
KBCC	106	Beginning Fund Balance	\$ 5,761	\$ 5,761	\$ -
KBCC	106	Revenue	2,590	2,590	-
KBCC	106	Expenditures	5,000	8,351	3,351
KBCC	106	Ending Fund Balance	3,351	-	(3,351)
School Mitigation	116	Beginning Fund Balance	\$ -	\$ -	\$ -
School Mitigation	116	Revenue		4,500,000	4,500,000
School Mitigation	116	Expenditures		4,500,000	4,500,000
School Mitigation	116	Ending Fund Balance	-	-	-
COVID Relief Grant	119	Beginning Fund Balance	\$ -	\$ -	\$ -
COVID Relief Grant	119	Revenue	-	3,611,900	3,611,900
COVID Relief Grant	119	Expenditures	-	3,611,900	3,611,900
COVID Relief Grant	119	Ending Fund Balance	-	-	-
LTGO Debt Service	206	Beginning Fund Balance	54,291	54,291	-
LTGO Debt Service	206	Revenue	9,180,399	13,636,429	4,456,030
LTGO Debt Service	206	Expenditures	9,177,399	13,633,429	4,456,030
LTGO Debt Service	206	Ending Fund Balance	57,291	57,291	-
Utility Construction	402	Beginning Fund Balance	5,742,577	5,742,577	-
Utility Construction	402	Revenue	17,620,000	17,620,000	-
Utility Construction	402	Expenditures	14,180,000	19,180,000	5,000,000
Utility Construction	402	Ending Fund Balance	9,182,577	4,182,577	(5,000,000)

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
Golf Course	420	Beginning Fund Balance	-	-	-
Golf Course	420	Revenue	2,506,214	2,706,214	200,000
Golf Course	420	Expenditures	2,506,214	2,736,214	230,000
Golf Course	420	Ending Fund Balance	-	(30,000)	(30,000)
Facilities	502	Beginning Fund Balance	156,574	156,574	-
Facilities	502	Revenue	1,111,780	1,442,645	330,865
Facilities	502	Expenditures	1,194,328	1,524,328	330,000
Facilities	502	Ending Fund Balance	-	865	865
Liability Insurance	511	Beginning Fund Balance	-	-	-
Liability Insurance	511	Revenue	1,601,800	1,601,800	-
Liability Insurance	511	Expenditures	1,223,324	1,351,091	127,767
Liability Insurance	511	Ending Fund Balance	378,476	250,709	(127,767)
Medical Insurance	512	Beginning Fund Balance	-	-	-
Medical Insurance	512	Revenue	-	5,570,955	5,570,955
Medical Insurance	512	Expenditures	-	4,508,148	4,508,148
Medical Insurance	512	Ending Fund Balance	-	1,062,807	1,062,807

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

Section 2. Except as provided herein, all other provisions of Ordinance No. 3108 shall remain in full force and effect, unchanged.

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

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

## EXHIBIT A – 2019-2020 Amendment Account Detail

Description	Beginning Cash Balance Adjustment	Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
<b>KBCC - Fund 106</b>				
Transfer to General Fund and close the appreciation fund	-	-	3,351	(3,351)
<b>Total KBCC - Fund 106</b>	<b>-</b>	<b>-</b>	<b>3,351</b>	<b>(3,351)</b>
<b>School Mitigation- Fund 116</b>				
To establish the School Mitigation fund per GASB 84	-	4,500,000	4,500,000	-
<b>Total School Mitigation</b>	<b>-</b>	<b>4,500,000</b>	<b>4,500,000</b>	<b>-</b>
<b>COVID Relief Fund - Fund 119</b>				
To account for the CARES Act funds received by the City	-	3,611,900	3,611,900	-
<b>Total COVID Relief Fund</b>	<b>-</b>	<b>3,611,900</b>	<b>3,611,900</b>	<b>-</b>
<b>LTGO Debt Service - Fund 206</b>				
Refunding of the LTGO 2010 bond issue	-	4,456,030	4,456,030	-
<b>Total LTGO Debt Service</b>	<b>-</b>	<b>4,456,030</b>	<b>4,456,030</b>	<b>-</b>
<b>Utility Construction - Fund 402</b>				
Biosolids Removal Project	-	-	5,000,000	(5,000,000)
<b>Total Utility Construction</b>	<b>-</b>	<b>-</b>	<b>5,000,000</b>	<b>(5,000,000)</b>
<b>Golf Course - Fund 420</b>				
Credit Card Fees	-	-	30,000	(30,000)
Repairs & Maintenance	-	-	110,000	(110,000)
Inventory Supplies (COGS)	-	-	90,000	(90,000)
Green Fees	-	200,000	-	200,000
<b>Total Golf Course</b>	<b>-</b>	<b>200,000</b>	<b>230,000</b>	<b>(30,000)</b>
<b>Facilities Maintenance- Fund 502</b>				
Facility Maintenance - Operating Supplies	-	-	90,000	(90,000)
Public Safety Building - Utilities	-	-	15,000	(15,000)
Public Safety Building - Repairs & Maintenance	-	-	50,000	(50,000)
Custodial Department - added in 2020	-	-	175,000	(175,000)
Facility Allocation	-	330,865	-	330,865
<b>Total Facilities Maintenance</b>	<b>-</b>	<b>330,865</b>	<b>330,000</b>	<b>865</b>
<b>Liability Insurance - Fund 511</b>				
Insurance Premiums	-	-	127,767	(127,767)
<b>Total Liability Insurance</b>	<b>-</b>	<b>-</b>	<b>127,767</b>	<b>(127,767)</b>
<b>Medical Insurance - Fund 512</b>				
Establishing the Medical Insurance Fund	-	5,570,955	4,508,148	1,062,807
<b>Total Medical Insurance</b>	<b>-</b>	<b>5,570,955</b>	<b>4,508,148</b>	<b>1,062,807</b>
<b>GRAND TOTAL</b>	<b>-</b>	<b>18,669,750</b>	<b>22,767,196</b>	<b>(4,097,446)</b>

# *Index #20*

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

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
Update to MMC 3.51 Petty Cash Fund	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Lindsey Ryan	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Adopting Ordinance Marysville Municipal Code Chapter 3.51	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	N/A
<p><b>SUMMARY:</b> The Ken Baxter Senior/Community Center no longer has a need for their \$50.00 petty cash fund to maintain daily operations. The Finance Department is requesting a \$800 change fund to be used in a new utility billing payment kiosk to be located at City Hall.</p> <p>The attached Municipal Code Chapter 3.51 Petty Cash reflects the updates to these department's petty cash and change funds.</p>	

<p><b>RECOMMENDED ACTION:</b> Staff respectfully recommends City Council to approve the Ordinance to amend MMC Chapter 3.51 Petty Cash.</p>
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CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 3.51 OF THE MARYSVILLE MUNICIPAL CODE, "PETTY CASH FUND," TO REFLECT CURRENT OPERATIONS AND STRUCTURE OF CITY GOVERNMENT.**

WHEREAS, some of the City's petty cash needs are no longer reflected in the municipal code; and

WHEREAS, it is necessary to harmonize the City's Petty Cash Fund Ordinance with the current operations and structure of City government; and

WHEREAS, other minor revisions to the total amount of the petty cash fund should also be amended.

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

SECTION 1. Amendment. Chapter 3.51 of the municipal code is amended as set forth in Exhibit A.

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

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

SECTION ~~34~~. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~2020.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to ~~for~~form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date (five days after publication): \_\_\_\_\_

## EXHIBIT A

### **3.51.010 Petty cash fund established**

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There is created and established a change and imprest fund within the current expense fund, to be designated as the "petty cash fund." Four thousand seven hundred and fifty dollars is authorized for the petty cash fund.

### **3.51.020 Petty cash fund distribution.**

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The petty cash fund herein established shall be distributed as follows:

- (1) Four hundred dollars shall be used by the city's municipal court as a change fund;
- (2) Four hundred dollars shall be used by the city's parks, recreation, and culture department, \$100.00 as a change fund and \$300.00 as a change fund;
- (3) ~~Six One thousand four~~ hundred dollars shall be used by the city's finance department ~~as a change fund;~~  
\$600.00 as a change fund and \$800.00 as a change fund;
- (4) One hundred fifty dollars shall be used by the city's police department as a petty cash fund;
- (5) Five hundred dollars shall be used by the city's public works department, \$200.00 as a petty cash fund and \$300.00 as a petty cash fund;
- (6) Two hundred dollars shall be used by the city's department of community development, \$100.00 as a petty cash fund and \$100.00 as a change fund;
- (7) One hundred ~~fifty~~ dollars shall be used by the Ken Baxter Senior/Community Center, ~~\$100.00~~ as a change fund ~~and \$50.00 as a petty cash fund;~~
- (8) One thousand six hundred dollars shall be used by the Cedarcrest Golf Course as a change fund.

### **3.51.030 Petty cash fund custodians.**

---

The custodians of the petty cash fund herein established shall be as follows:

- (1) The city's court administrator is designated as the custodian of the municipal court change fund.
- (2) The city's parks, recreation, and culture director is designated as the custodian of the park and recreation change fund and the Ken Baxter Senior/Community Center change fund. ~~and petty cash fund.~~

- (3) The finance director is designated as the custodian of the finance department change funds.
- (4) The police chief is designated as the custodian of the police department change and petty cash fund.
- (5) The public works director is designated as the custodian of the public works petty cash fund.
- (6) The community development director is designated as the custodian of the community development department petty cash fund.
- (7) The parks, recreation, and culture director is designated as the custodian of the Cedarcrest Golf Course change fund.

# *Index #21*

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, REPEALING CHAPTER 3.99 OF THE MARYSVILLE  
MUNICIPAL CODE RELATING TO THE KEN BAXTER  
SENIOR/COMMUNITY CENTER APPRECIATION FUND.**

WHEREAS, the Ken Baxter Senior/Community Center Appreciation Fund was established to provide for its financial administration; and

WHEREAS, the majority of the financial administration has occurred within the General Fund; and

WHEREAS, the financial transactions have been less than \$10,000 annually.

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

SECTION 1. Chapter 3.99 MMC, Ken Baxter Senior/Community Center Appreciation Fund, is hereby repealed in its entirety.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

## Chapter 3.99

### KEN BAXTER SENIOR/COMMUNITY CENTER APPRECIATION FUND

Sections:

- 3.99.010 Created.
- 3.99.020 Administration.
- 3.99.030 Acceptance.
- 3.99.040 Use.
- 3.99.050 In-kind donations.

**3.99.010 Created.**

There is hereby established a special fund to be designated the “Ken Baxter Senior/Community Center appreciation fund.” The purpose of this fund is to provide for the deposit and financial administration, including project accounting, or monetary and nonmonetary donations to the city for the benefit of the Ken Baxter Senior/Community Center and the expenditure and proper use thereof. (Ord. 2227, 1999).

**3.99.020 Administration.**

The finance department shall have the responsibility for the financial administration of the fund and shall maintain separate records of accounts showing receipts and disbursements for all donations and for all projects assigned to the fund. The department may also establish rules and regulations for the administration of the fund. (Ord. 2227, 1999).

**3.99.030 Acceptance.**

Subject to MMC 3.96.010, the director of parks and recreation is hereby authorized to accept on behalf of the city all monetary donations to the fund. All donations accepted by the Ken Baxter/Community Center appreciation fund shall be deposited into the fund. Pursuant to MMC 3.96.020 the finance director shall establish a fund for the collection of monetary donations. (Ord. 2227, 1999).

**3.99.040 Use.**

In the event a donor has indicated a desire as to the use by the city of a donation, such donation shall, to the extent reasonably feasible, be assigned to a project consistent with the donor’s desired use. If no desired use is stated, the parks and recreation advisory board will recommend use of the monetary funds. (Ord. 2227, 1999).

**3.99.050 In-kind donations.**

All nonmonetary donations intended for this fund with a current value greater than \$25.00 and less than \$999.00 must be approved by the director of parks and recreation. All nonmonetary donations and expenditures with the value of \$1,000 or more must be approved by the city council. Department heads may recommend for approval in-kind donations supporting budget projects. The department will be required to detail all related future costs associated with the acceptance of the donations and submit a list of expenses to the approving authority with the donation request. All nonmonetary donations shall be accounted for by the parks and recreation department. (Ord. 2227, 1999).



# *Index #22*

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AUTHORIZING THE MAYOR TO APPROVE TEMPORARY  
COMMUNITY USES OF PARKING LOTS AND VACANT CITY PROPERTY.**

WHEREAS, from time to time community groups request the use of City property for non-commercial purposes that advance City interests; and

WHEREAS, requests that are for the use of City parking areas or vacant land during non-business hours; and

WHEREAS, requests that are for a limited time of less than forty-eight hours; and

WHEREAS, requests that are not for political or sectarian purposes; and

WHEREAS, requests that include the requestor obtaining appropriate insurance; and

WHEREAS, requests that meet the conditions in the above recitals enhance the public welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the mayor is authorized to approve agreements for the use of City property that meets the requirements set forth in the recitals.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

# COMMUNITY SERVICE DAY USE AGREEMENT

Whereas, Marysville Sunrise Rotary ("User") is a community service organization and wishes to lease the Premises described as a portion of 1035 State Avenue, TPN 30052800215700 and depicted in Exhibit A, from the City of Marysville ("City").

Purpose: A Styrofoam and cardboard recycling event open to members of the public to drop off Styrofoam and cardboard. No other purpose is permitted without the prior written consent of the City.

Consideration: Recycling supports the City's goals and supports the City's solid waste utility and the parties acknowledge that User's operation of the recycling event is sufficient consideration for the utilization of the Premises for one day.

Term: This Use Agreement is for one day: \_\_\_\_\_, 20\_\_\_\_\_.

Utilities: No utilities will be provided to User.

Improvements/Modifications: User will not make any modifications or improvements to the Premises and will leave the Premises in the condition they found it.

Compliance with Laws: User will comply with all laws. This Community Service Day Use Agreement satisfies all City permit requirements.

Indemnification: User, shall defend, indemnify, and hold harmless City, its officers and employees from any and all claims, injuries, damages, losses or suits, including costs and attorney fees, arising from the acts, errors or omissions of the User, its employees and volunteers, except for injuries or damages caused by the sole negligence of the City.

Insurance: User will procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the User's use of the Premises for the duration of this Agreement. The City must be named as an additional insured.

User will obtain commercial general liability insurance on Form CG 00 01 or equivalent for premises liability and personal injury. This insurance will be written with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Insurance will be placed with insurers with a current A.M. Best rating of not less than A:VII. User will furnish the City with proof of insurance.

User's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of User to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or equity.

CITY OF MARYSVILLE

\_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_\_

Jon Nehring, Mayor

SUNRISE ROTARY

\_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_\_

,its \_\_\_\_\_

Exhibit A  
Parcel



*Update*  
*Index #26*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2020**

<b>AGENDA ITEM:</b>	
SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT FOR MUNICIPAL COURT SERVICES BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF ARLINGTON PROVIDING FOR TRANSITION OF COURT SERVICES TO SNOHOMISH COUNTY DISTRICT COURT	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The Marysville Municipal Court has provided court services to the City of Arlington for over 15 years. Arlington decided to obtain court service through the Cascade Division of the Snohomish County District Court. Arlington began filing cases and infractions in District Court on March 1<sup>st</sup>, but there are many cases previously filed in Marysville Municipal Court. This amendment provides for an orderly transition of these cases with the Marysville judges being appointed judges pro tem of the District Court so they can continue to hear Arlington cases. The Marysville judges will only hear cases that were filed before March 1<sup>st</sup> and the current amendment was set to expire on 12/31/20. Due to COVID-19, it has been very difficult for the judges and Arlington prosecutor to resolve open cases. As a result, Arlington approached Marysville to request an extension of the current agreement. The proposed amendment will extend the agreement for an additional six months to June 30, 2021.

<p><b>RECOMMENDED ACTION:</b> Staff recommends Council consider approving the amendment to the interlocal agreement for court services.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign the seventh amendment to the interlocal agreement with Arlington for court services.</p>
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SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT FOR MUNICIPAL COURT SERVICES BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF ARLINGTON PROVIDING FOR TRANSITION OF COURT SERVICES TO SNOHOMISH COUNTY DISTRICT COURT

WHEREAS, the City of Marysville Municipal Court has provided court services to the City Arlington pursuant to an interlocal agreement (“Original Agreement”) recorded with the Snohomish County Auditor on April 4, 2003, and subsequently amended; and

WHEREAS, the City of Arlington has transitioned most of its municipal court services to the Cascade Division of the Snohomish County District Court (“District Court”) and this transition was memorialized in the Sixth Amendment between the parties; and

WHEREAS, both parties wish to complete an orderly transition of cases originally filed in the Marysville Court; and

WHEREAS, the COVID-19 pandemic has interfered with the orderly disposition of court cases and the parties need additional time to provide for an orderly transition.

NOW, THEREFORE, paragraphs 2 and 7 of the Sixth Amendment to the Interlocal Agreement are amended as follows:

2. The presiding judge of District Court may appoint the judges of the Marysville Court as pro tem judges for District Court. For the purposes of this agreement, the pro tem appointment will be limited to criminal cases and infractions that were filed in the Marysville Court. The duration of the appointments will be until June 30, 2021, or such earlier date as determined by Arlington or the District Court.

7. This agreement and the Original Agreement will terminate on June 30, 2021.

All other provisions of the Sixth Amendment remain in full force and effect, except as modified by this Seventh Amendment.

This agreement is effective on the date of the last signature below:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
MAYOR JON NEHRING  
MARYSVILLE

\_\_\_\_\_  
MAYOR BARBARA TOLBERT  
ARLINGTON



Attest:

Attest:

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Tina Brock  
Deputy Clerk

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City Clerk

Approved as to form:

Approved as to form:

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Jon Walker, City Attorney

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Steven J. Peiffle, City Attorney

## EXHIBIT A

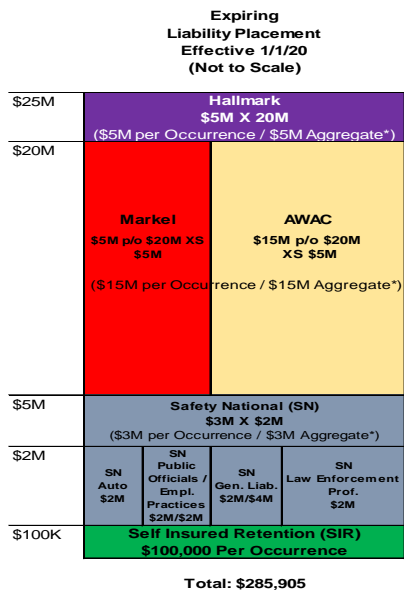
CASE NUMBER	LAST NAME	FIRST NAME	CHARGE	JURISDICTION END DATE
9Z0787959	BAILEY	LUKE	DUI	10/14/2024
9Z0419781	BLANKENSHIP	SUZANNE	DUI	12/9/2024
9Z0337053	BURKE	CASEY	ASSAULT 4 DV	3/27/2024
8Z0542927	CORY	CHRISTOPHER	DUI	7/23/2023
7Z1270563	FREEMAN	EVERT	DUI	3/1/2024
8Z1100787	HOLMAN	HAYDEN	DUI	2/1/2024
8Z0497584	KENT	TYLER	DUI	1/7/2024
6Z1098863	MEIGS	MELISSA	DUI	10/21/2024
9Z0203495	RILEY JR	EARL	ASSAULT 4 DV	8/20/2024

*Update*  
*Index # 27*

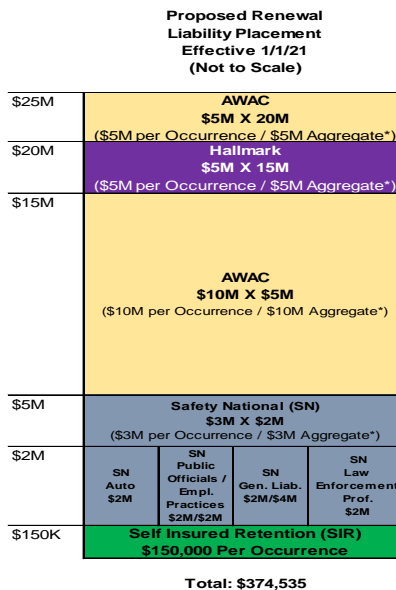
**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12-14-2020**

<b>AGENDA ITEM: Liability Renewal Proposal 2021-2022</b>	
<b>PREPARED BY: Diana Rose</b>	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT: Executive</b>	
<b>ATTACHMENTS:</b> Alliant Liability Renewal Proposal 2021-2022 packet	
<b>BUDGET CODE:</b>	<b>AMOUNT: \$374,535</b>
<b>SUMMARY: The city's General Liability/Casualty insurance expires 1-1-2021. This is the proposed renewal for 2021-2022. This proposed renewal has a rate increase of 31%. This increase is the result of nationwide concerns regarding lawsuits and police liability that other jurisdictions are experiencing.</b>	



\*Except Auto, which is outside Aggregate



\*Except Auto, which is outside Aggregate

**RECOMMENDED ACTION:**  
Staff recommends that Council authorize the Mayor or sign and execute \_\_\_\_\_.

**RECOMMENDED MOTION:**  
I move to authorize the Mayor to sign and execute \_\_\_\_\_.

## Liability Renewal Proposal 2021 – 2022

Presented on December 8, 2020 by:

Brian White  
First Vice President

Anne Shackelford  
Vice President

Deborah Bovee, CPCU, ARM-P  
Senior Vice President

Alliant Insurance Services, Inc.  
1420 Fifth Avenue, Suite 1500  
Seattle, WA 98101  
O 206 204 9140  
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CA License No. 0C36861

[www.alliant.com](http://www.alliant.com)

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## Your Service Team

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<b>Brian White</b> First Vice President <a href="mailto:bwhite@alliant.com">bwhite@alliant.com</a>	Phone: 206-204-9126 Cell: 415-203-5983
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<b>Vicki Holaday, CRM, CIC, APA, AU</b> Assistant Vice President / Account Executive <a href="mailto:vholaday@alliant.com">vholaday@alliant.com</a>	Phone: 206-204-9138
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<b>Renee Judge, AAI, AIS</b> Account Executive <a href="mailto:rjudge@alliant.com">rjudge@alliant.com</a>	Phone: 206-204-9174
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<b>Jamie Arnoldi</b> Account Manager <a href="mailto:Jamie.Arnoldi@alliant.com">Jamie.Arnoldi@alliant.com</a>	Phone: 949 627 7000
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<b>Debbie Bovee, CPCU, ARM-P</b> Senior Vice President <a href="mailto:dbovee@alliant.com">dbovee@alliant.com</a>	Phone: 206-204-9173 Cell: 206-276-7418
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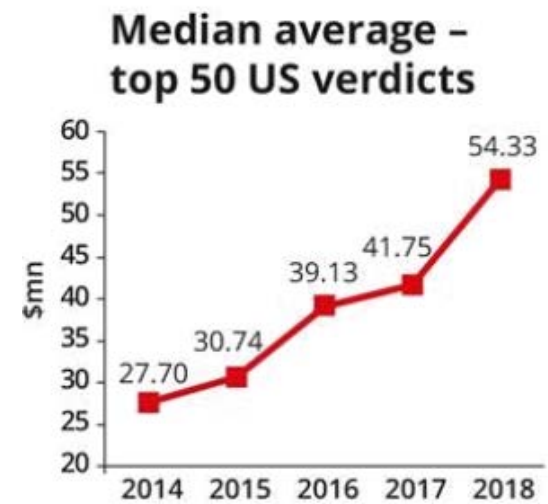
<b>Joyce Roberts, CISR</b> Account Manager <a href="mailto:jeroberts@alliant.com">jeroberts@alliant.com</a>	Phone: 206-204-9175
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## Liability Insurance Market Update: December, 2020

The Casualty insurance market is undergoing a significant realignment in terms of available capacity, underwriters' appetite, and pricing adequacy. The Public Sector, in particular, is experiencing this in an acute way. The core issues impacting this market shift are as follows:

- Alarming increase in the frequency and severity of large claims. Suggested variables impacting severity of loss:
  - **Defendant Mistrust:** Plaintiff counsel are arguing that public entities are putting budgetary considerations over citizen safety;
  - **Litigation Financing:** There is a growing trend for third parties to finance plaintiffs' lawsuits, underwrite expensive experts, etc., making it easier for plaintiff's to "hang in there" to the end;
  - **Social Inflation / Corporate / Public Sector "Deep Pockets":** Where the news of large verdicts travel via regular and social media which may influence what a jury's notion of what a reasonable verdict might be;
  - **"Anchoring"** or setting the bar: where the plaintiff's lawyer argues for \$20 million and the jury might award \$10M to split the difference, regardless of what the facts call for.
- Washington State Venue – very limited tort protections/immunities:
  - Joint & Several Liability
- Market withdrawal / Capacity Reductions over the last several years from key markets, accelerating more recently
- Insurers content that prior to 2019 Excess pricing been stagnant over many years, but has also not kept pace with the realities of an increased frequency in severe claims.
- Social environment around Law Enforcement activities



Source: Shaub, Ahmuty, Citrin & Spratt

It is unclear how long this environment will continue. Much of that will depend on underwriting performance over the coming year(s) relative to the Public Sector's own loss experience and the insurers' overall performance. Development within insurers' historical claims will play a key role, given many losses in recent years have not yet resolved themselves, as will whether enough new entrants to the market will materialize and create additional capacity to offset the current constraints.



## Casualty Insurance Program Structure: Expiring & Renewal

**Expiring  
Liability Placement  
Effective 1/1/20  
(Not to Scale)**

\$25M	<b>Hallmark</b> <b>\$5M X 20M</b> (\$5M per Occurrence / \$5M Aggregate*)			
\$20M	<b>Market</b> \$5M p/o \$20M XS \$5M (\$15M per Occurrence / \$15M Aggregate*)		<b>AWAC</b> \$15M p/o \$20M XS \$5M	
\$5M	<b>Safety National (SN)</b> <b>\$3M X \$2M</b> (\$3M per Occurrence / \$3M Aggregate*)			
\$2M	<b>SN Auto</b> \$2M	<b>SN Public Officials / Empl. Practices</b> \$2M/\$2M	<b>SN Gen. Liab.</b> \$2M/\$4M	<b>SN Law Enforcement Prof.</b> \$2M
\$100K	<b>Self Insured Retention (SIR)</b> <b>\$100,000 Per Occurrence</b>			

**Total: \$285,905**

\*Except Auto, which is outside Aggregate

**Proposed Renewal  
Liability Placement  
Effective 1/1/21  
(Not to Scale)**

\$25M	<b>AWAC</b> <b>\$5M X 20M</b> (\$5M per Occurrence / \$5M Aggregate*)			
\$20M	<b>Hallmark</b> <b>\$5M X 15M</b> (\$5M per Occurrence / \$5M Aggregate*)			
\$15M	<b>AWAC</b> <b>\$10M X \$5M</b> (\$10M per Occurrence / \$10M Aggregate*)			
\$5M	<b>Safety National (SN)</b> <b>\$3M X \$2M</b> (\$3M per Occurrence / \$3M Aggregate*)			
\$2M	<b>SN Auto</b> \$2M	<b>SN Public Officials / Empl. Practices</b> \$2M/\$2M	<b>SN Gen. Liab.</b> \$2M/\$4M	<b>SN Law Enforcement Prof.</b> \$2M
\$150K	<b>Self Insured Retention (SIR)</b> <b>\$150,000 Per Occurrence</b>			

**Total: \$374,535**

\*Except Auto, which is outside Aggregate

## Line of Coverage – General Liability Program - \$25,000,000

	EXPIRING COVERAGE 2020-2021	RENEWAL COVERAGE 2021-2022
<b>INSURANCE COMPANY:</b>	Safety National / Allied World / Evanston / Hallmark	Safety National / Allied World / Hallmark
<b>A.M. BEST RATING:</b>	Safety National – A+ (Superior), Financial Size Category XV (\$2 Billion or greater), as of 10/3/19 Allied World – A (Excellent), Financial Size Category XV (\$2 Billion or greater), as of 2/15/19 Evanston Insurance – A (Excellent), XV (\$2 Billion or greater) as of 12/19/18 Hallmark – A- (Excellent), IX (\$250 Million to \$500 Million) as of 8/27/19	Safety National – A++ (Superior), Financial Size Category XV (\$2 Billion or greater), as of 11/11/20 Allied World – A (Excellent), Financial Size Category XV (\$2 Billion or greater), as of 2/28/20 Hallmark – A- (Excellent), VIII (\$100 Million to \$250 Million) as of 10/16/2020
<b>STANDARD &amp; POOR’S RATING:</b>	Safety National – A+, pulled 11/26/19 Allied World – A-, pulled 11/26/19 Evanston Insurance – A, pulled 11/26/19 Hallmark – Not Rated	Safety National – A+, pulled 11/20/20 Allied World – A-, pulled 11/20/20 Hallmark – Not Rated
<b>STATE COVERED STATUS:</b>	Admitted / Non-Admitted / / Non-Admitted / Non-Admitted	Admitted / Non-Admitted / Non-Admitted / Non-Admitted
<b>POLICY / COVERAGE TERM:</b>	January 1, 2020 to January 1, 2021	January 1, 2021 to January 1, 2022
<b>Occurrence Form-Including:</b> Auto Liability, General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Employee Benefits Liability and Stop Gap Liability	Excess Liabilities: \$25,000,000 Each Occurrence/Wrongful Act/ Accident	Excess Liabilities: \$25,000,000 Each Occurrence/Wrongful Act/ Accident
<b>Exclusions</b> (including but not limited to):		
Communicable Disease/Infectious Agents	Not Excluded	Excluded at \$10M x \$5M AWAC Layer and upwards
Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	Not Excluded	Excluded at \$5M x \$15M Hallmark Layer and upwards
Failure to Supply Water	Not Excluded	Not Excluded

	EXPIRING COVERAGE 2020-2021	RENEWAL COVERAGE 2021-2022
Subsidence	Not Excluded	Not Excluded
Loss Prevention / Risk Management Subsidy	\$10,000	\$10,000
Subsidence	Not Excluded	Not Excluded
Total Pollution Exclusion except for Hostile Fire Exception	✓	✓
Nuclear Energy Liability	Excluded	Excluded
Fungi/Bacteria/Silica/Asbestos/Lead	Excluded	Excluded
ERISA Coverage	Excluded	Excluded
Amended Definition of Bodily Injury	✓	✓
Unintentional Failure to Disclose Haz or Occ	✓	✓
Co-Employee Exclusion Carveback	✓	✓
Injury to Volunteer Firefighters	Excluded	Excluded
Waiver of Premium Audit Condition	✓	✓
Medical Expense Coverage	Excluded	Excluded
<b>Other Terms/Conditions:</b>		
Modified SIR – Periodic Claim Reporting	Quarterly Reporting Requirement	Quarterly Reporting Requirement
Broadened Named Insured	✓	✓
Includes Care, Custody or Control of the “autos” of others the insured is providing maintenance or repair services to	✓	✓
Flat Annual Premium – Non-Audit	✓	✓
90 Day Notice of Cancellation; except 10 Days for Non-Payment	✓	✓
Unmanned Aircraft Exception to Aircraft Exclusion	Drones are not covered	Drones are not covered

	EXPIRING COVERAGE 2020-2021	RENEWAL COVERAGE 2021-2022
Blanket Primary/Non-Contributory Endorsement when required by written contract	✓	✓
Blanket Waiver of Subrogation	✓	✓
Limited Pollution: Pesticide/Herbicide & Water Treatment/Purification	Not Included	New Enhancement Endorsement
Clash Coverage	Not Included	New Enhancement Endorsement
Incidental Medical Malpractice (Paramedic/EMTs)	Not Included	New Enhancement Endorsement
Defense Costs	Inside the Limit / Inside the SIR	Inside the Limit / Inside the SIR
<b>Self-Insured Retention All Coverages, Any One Occurrence or Wrongful Act</b>	<b>\$100,000 Self-Insured Retention</b>	<b>\$150,000 Self-Insured Retention</b>
<b>Total Program Premium</b>	<b>\$285,905</b>	<b>\$374,535 (+31%)</b>
<b>Binding Conditions:</b>	No Longer Applicable	<ul style="list-style-type: none"> <li>Signed Bind Request – See Page 13</li> <li>All Surplus Lines Taxes/Fees are Fully Earned</li> </ul>

- \*Includes Surplus Lines Taxes and Fees where applicable

## Disclosures

**This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.**

**Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.**

**This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.**

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

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## Other Disclosures / Disclaimers

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

## Other Disclosures / Disclaimers - Continued

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

### Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

***See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.***

## Flood Offering

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

### ■ Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- “a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area”...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

### ■ Additional Information

- Flood Zones
  - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
  - Increased limits over the maximum flood limit provided by NFIP

### ■ FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

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If you do NOT wish to purchase flood insurance your signature is required below:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name Printed / Typed: \_\_\_\_\_  
 Company Name: \_\_\_\_\_



## Request to Bind Coverage

City of Marysville

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
General Liability/Excess Liability-\$25M	<input type="checkbox"/>

**Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

\_\_\_\_\_  
**Signature of Authorized Insured Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed / Typed Name**

**This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.**

*Update*  
*Index # 28*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 12/14/2020**

<b>AGENDA ITEM:</b>	
Per Capita Health District Funding	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
1. Proposed Interlocal Agreement between City of Marysville and Snohomish Health District.	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$
<b>SUMMARY:</b>	

The Snohomish County Health District (“Health District”) is seeking funding from cities in the county on a per capita basis. The City Council last approved Health District funding of \$1.00 per resident for 2020. The 2020 OFM estimate for Marysville’s population is 69,180. Accordingly, a payment of \$1.00 per resident would be \$69,180.

Here is the most recent information on contributions provided by the Health District:

Jurisdiction	2020 Population <sup>1</sup>	2021 Per Capita Rate	2020 Contribution	2021 Contribution	Notes
Snohomish County	369,400	\$1.97	\$751,618	\$726,618	In Exec's budget
Arlington	20,600	\$1.00	\$0	\$20,600	CARES Act \$?
Bothell <sup>3</sup>	18,670	\$1.18	\$22,000	\$22,000	For 21-22 biennium
Brier	6,760	\$0.00	\$0	\$0	Motion not passed
Darrington	1,420	\$1.00	\$1,410	\$1,420	In prelim budget
Edmonds	42,470	\$0.50	\$42,170	\$21,235	Tent. \$0.50
Everett	112,700	\$1.00	\$111,800	\$112,700	In Mayor's budget
Gold Bar	2,195	\$0.00	\$0		Not available yet
Granite Falls	4,425	\$1.00	\$4,307	\$4,425	In prelim budget
Index	175	\$0.00	\$0		Not available yet
Lake Stevens	34,150	\$1.01	\$33,080	\$34,500	In prelim budget
Lynnwood	40,690	\$1.00	\$39,600	\$40,690	For 21-22 biennium
Marysville	69,180	\$0.00	\$67,820		Still deliberating
Mill Creek	20,590	\$0.00	\$0		Not in Mayor's
Monroe	19,800	\$0.00	\$0	\$0	Not in Mayor's
Mountlake Terrace	21,660	\$1.02	\$21,560	\$22,000	In prelim budget
Mukilteo	21,360	\$1.01	\$21,478	\$21,478	In prelim budget
Snohomish	10,240	\$2.05	\$19,250	\$21,000	For 21-22 biennium
Stanwood	7,125	\$0.98	\$7,020	\$7,000	For 21-22 biennium
Sultan	5,530	\$0.00	\$0	\$0	Not in budget
Woodway	1,360	\$1.00	\$1,350	\$1,360	In prelim budget

The attached interlocal includes proposed funding at \$1 per capita that may be made in one lump sum or quarterly payments before June 30, 2021. It also provides for continued provision of naloxone by the Health District.

**RECOMMENDED ACTION: Authorize mayor to sign 2021 interlocal agreement with the Health District.**

**INTERLOCAL AGREEMENT  
BETWEEN THE SNOHOMISH HEALTH DISTRICT  
AND  
THE CITY OF MARYSVILLE  
PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES**

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the Snohomish Health District, a Washington Municipal Corporation (the Health District) and City of Marysville, a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

**RECITALS**

**WHEREAS**, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

**WHEREAS**, to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

**WHEREAS**, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

**WHEREAS**, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

**WHEREAS**, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

**WHEREAS**, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

**WHEREAS**, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

**WHEREAS**, the Health District's ability to perform its most essential functions have been severely compromised since the great recession; and

**WHEREAS**, the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

**WHEREAS**, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as COVID-19, pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

**WHEREAS**, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

**WHEREAS**, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

**WHEREAS**, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

**WHEREAS**, the Snohomish County Board of Health adopted Resolution 19-25 in November 2019, and reaffirmed in Resolution 20-27 in November 2020, declaring its intent to take on naloxone distribution and coordination for law enforcement and city partners; and

**WHEREAS**, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

**NOW, THEREFORE**, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Health District agree as follows:

**1. Purpose.**

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the Health District to promote, facilitate, and undertake various programs and activities.

**2. Term.**

The term of this Agreement shall be from January 1, 2021, to December 31, 2021. The term may be extended by mutual written agreement of the parties. Either party may terminate this Agreement on 30 days written notice.

**3. Scope of Services.**

A. Responsibilities of the City.

The City shall contribute \$1.00 per capita of City population, based on the Office of Financial Management April 2020 Official Population Estimate of 69,180, for an amount not to exceed Sixty-nine Thousand One Hundred Eighty and No/00 Dollars (\$69,180) to the Health District commencing January 1, 2021. Payment may be made in one lump sum or quarterly payments on or before June 30, 2021.

The City will provide a list to the District of personnel by department that should be equipped with naloxone kits. The City will provide the information necessary for the District to track, rotate and replenish kits as needed.

B. Responsibilities of the Health District.

The Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District shall provide naloxone kits, as requested by the City, to personnel within the Marysville Police Department. Inventory will be tracked, rotated and replenished as needed.

The District will partner with the City to coordinate substance use related trainings and community outreach events.

The Health District will provide reports to the city identifying services provided to Edmonds residents and businesses.

Additional specific services provided by the Health District to the City may be developed jointly by the parties.

**4. Legal Requirements.**

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

**5. Public Disclosure Laws.**

The City and the Health District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

**6. Insurance.**

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

**7. Indemnification.**

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

**8. Notices.**

Any notice/payment to be given to the Health District under this Agreement shall be either mailed or personally delivered to:

**Snohomish Health District**  
3020 Rucker Avenue, Ste 306  
Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

**City of Marysville**  
1049 State Ave.  
Marysville, WA 98270

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

**9. Venue.**

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

**10. Disputes.**

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

**11. No third party beneficiaries; no joint venture.**

This Agreement is for the sole benefit of the City and Health District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

**12. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**13. Severability.**

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

**14. Filing.**

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

**15. Execution in Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.



16. **Effective Date.** January 1, 2021

**City of Marysville**

\_\_\_\_\_  
Jon Nehring, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**Snohomish Health District**

\_\_\_\_\_  
Shawn Frederick, Administrative Officer

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Grant Weed, Health District Attorney

*Update*  
*Index # 29*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2020**

AGENDA ITEM: Renewal of Agreement for Prisoner Transport with Whatcom County	AGENDA SECTION:	
PREPARED BY: Commander Wendy Wade	AGENDA NUMBER:	
ATTACHMENTS: Interlocal Cooperative Agreement between City of Marysville and Whatcom County	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$42,872.00	

Whatcom County Co-op Transport makes daily trips from Whatcom County to the Kent Regional Justice Center and other jail facilities along the I-5 corridor daily.

The Co-op will drop off and pick up inmates with warrants for transport with agencies that pay into the Co-op program.

Marysville will be paying for inmates that we have confirmed a warrant and want them transported to our facility.

Before the Whatcom County Co-Op all Marysville warrants picked up in the state would automatically be transferred to Snohomish County Jail, where we would then pay a booking fee and at least one daily bed fee, even if we were able to go them on the same day. Snohomish County Transport would not transport them to Marysville. By utilizing the Whatcom County Co-op, we will no longer need to pay Snohomish County Jail booking fees and daily rate fees for those inmates. The Whatcom County Co-op transports Marysville inmates directly to the Marysville facility bypassing Snohomish County.

Additionally by utilizing Whatcom Co. Co-op, we have reduced the amount of time a Marysville Custody Officer must leave our facility to transport, which depending on the time of day, might have left the jail staff short.

The compensation is calculated on the anticipated percentage of usage by the City of Marysville of the total cost of the Northwest Mini-Chain.

The 2020 ILA annual compensation was \$37,006.00, however due to Covid-19 restrictions the compensations was adjusted to \$25, 626.00

Annual Compensation: \$42,872.00 (This is an increase of \$5,866 from 2020)

Quarterly Invoices:

March 31, 2021	\$10,718.00
June 30, 2021	\$10,718.00
September 30, 2021	\$10,718.00
December 31, 2021	\$10,718.00

City Attorney, Jon Walker, has reviewed the language contained in the contract and has approved it as to form.

**RECOMMENDED ACTION:**

Staff recommends that council authorize the Mayor to sign the Interlocal Cooperative Agreement with Whatcom County for jail prisoner transports.

**COUNCIL ACTION:**

**INTERLOCAL COOPERATIVE AGREEMENT  
NORTHWEST MINICHAIN WITH THE CITY OF MARYSVILLE**

**THIS AGREEMENT** is made and entered into by and between the City of Marysville, Washington ("The City of Marysville") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**1. PURPOSE:**

The purpose of this Agreement is to provide transportation services of prisoners for The City of Marysville for a period beginning on the First day of January, 2021 and ending on the Thirty-first day of December, 2021. The City of Marysville and Whatcom County agree to the terms and conditions incorporated herein.

**2. RESPONSIBILITIES:**

Prior to signing this Agreement, the City of Marysville has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Marysville acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail – Regional Justice Center being the southernmost point for the City of Marysville.
- b) The City of Marysville will ensure that its inmates are ready to be transported upon Whatcom County's arrival for pickup. Whatcom County will transport the City of Marysville's inmates south to Snohomish County and/or King County and northbound to Skagit and Whatcom Counties. Whatcom County will also pick up from Mini Chain participating agencies and transport to the City of Marysville.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- d) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

**3. TERM OF AGREEMENT:**

The term of this Agreement shall be from January 1, 2021 through December 31, 2021, regardless of date of signature.

The term of this Agreement shall be subject to review and revision in November of 2021 for renewal in January 2022.

**4. MANNER OF FINANCING:**

Funds for the payments of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate the City of Marysville in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Marysville's budget.

Whatcom County shall provide The City of Marysville with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the anticipated percentage of usage by The City of Marysville of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation:       \$42,872.00

Quarterly Invoices:

March 31, 2021	\$10,718.00
June 30, 2021	\$10,718.00
September 30, 2021	\$10,718.00
December 31, 2021	\$10,718.00

**5. ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be the County Executive Satpal Sidhu and Sheriff Bill Elfo
- 5.2 The City of Marysville's representative shall be Commander Wendy Wade.

**6. TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

**7. MUTUAL INDEMNITY:** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

**SURVIVAL OF INDEMNITY OBLIGATIONS:** The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without any consequence or liability against the County or WCSO, employees, officials, agents, or volunteers. 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.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. **ARBITRATION:** This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

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# *Index #23*



**MARYSVILLE**  
WASHINGTON

# State Legislative Priorities

## Policy Request

- **Cascade Industrial Center**

The Cascade Industrial Center is located within Marysville and Arlington city limits. The current property tax exemption for businesses is set to expire in 2022. The City of Marysville is requesting that: 1) the population threshold to qualify for this exemption be increased, and 2) the property tax exemption be extended.

## Specific Project Funding Needs

- **Grove Street Overcrossing**

**\$24M**

Grove Street is a critical east-west corridor in downtown Marysville. A new overcrossing at the BNSF mainline between Cedar Avenue and State Avenue will help eliminate congestion and traffic backups currently experienced due to increasing train traffic through the city. The project is currently at 30% design.

- **Cities of Marysville & Lake Stevens Trail Connector**

**\$500K**

Marysville and Lake Stevens are developing a trail system utilizing the existing transmission powerline corridor that passes through each jurisdiction boundary. The addition of the Powerline Trail will provide for a multi-use trail system for residents that will connect to the regional Centennial Trail.

- **156<sup>th</sup> Street NE Overcrossing**

**\$1M Design**

The 156<sup>th</sup> Street NE Overcrossing proposes to reinstate a public railroad crossing with an overcrossing at the BNSF mainline. A future interchange at Interstate 5 and 156<sup>th</sup> Street NE is funded under Connecting Washington. This overcrossing would allow neighborhoods to the west of I-5 access to the new interchange.

- **Ebey Waterfront Trail**

**\$1.5M**

The Ebey Waterfront Trail, once complete, will offer nearly 6 miles of connected trails along the Marysville waterfront. The city requests \$1.5M to finalize design, secure right-of-way and construct the remaining 1.28 miles of trail needed to connect the west and east sides of the waterfront trail.

## Additional Priorities

- **Washington Association of Sheriffs & Police Chief Proposed Reforms**

The Washington Association of Sheriffs & Police Chiefs are proposing 13 bills to legislators to consider adopting regarding reforms related to Use of Force, Transparency and Accountability, and Defining the Role of Law Enforcement. The City of Marysville supports these proposals.

- **Replace and Recover Lost Revenues for Parks and Recreation**

Due to parks, programming and events closures during the COVID-19 pandemic, local parks and recreation agencies have suffered tens of millions of dollars in revenue losses. The City of Marysville supports efforts to replace revenue and/or revenue tools to enable recovery.



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WASHINGTON

# Cascade Industrial Center

Request: 1) Increase the population threshold for the property tax exemption.  
2) Extend the property tax exemption that is set to expire in 2022.



## CASCADE INDUSTRIAL CENTER

### Overview

A long-term joint effort by the cities of Marysville and Arlington, the Cascade Industrial Center (CIC) received its official designation as a Manufacturing and Industrial Center by the Puget Sound Regional Council in 2019. The CIC includes 4,019 manufacturing and industrial zoned lands with more than 1,700 developable acres. As Snohomish County's Hub for Manufacturing Innovation, the Center supports a wide range of mechanized and technology-driven industries due to its distinctive and abundantly qualified advanced manufacturing workforce, smart manufacturing practices, and access to emerging platform technologies offered via a concentration of mechanical engineering, instrumentation and fabrication experts. We expect to add 20,000 more family-wage jobs in the CIC over the next decade, helping residents work close to home and boosting our local economy.

### Assets and Advantages

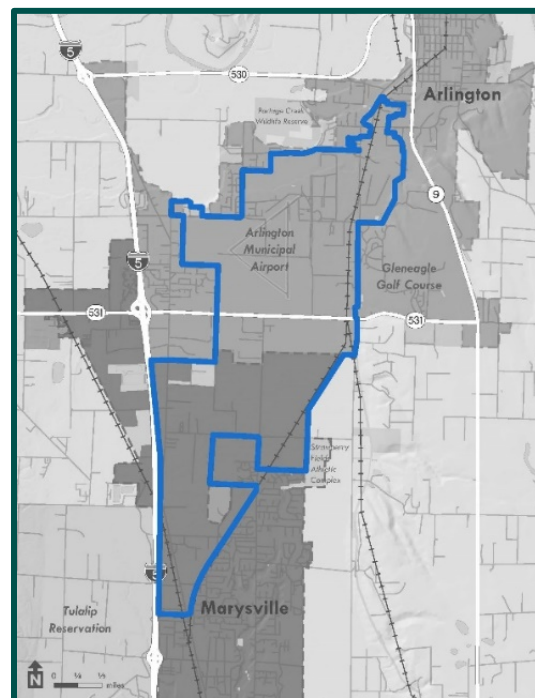
Companies locating in the CIC enjoy competitive advantages provided by generous manufacturing tax incentives, a predictable and efficient permitting process, an industry-friendly climate, and convenient access to multi-modal transportation options including the BNSF mainline, municipal airport and an international deep-water seaport.

#### Generous tax incentives

- City and county property tax exemption for eligible businesses
- No city B&O tax
- Reduced state B&O tax for qualifying industries
- Opportunity Zones

#### New Marysville business investors

- Evans Mfg. – under construction
- MI-5 – preliminary approval
- Salacia Processing – under construction
- Web Industries – under construction



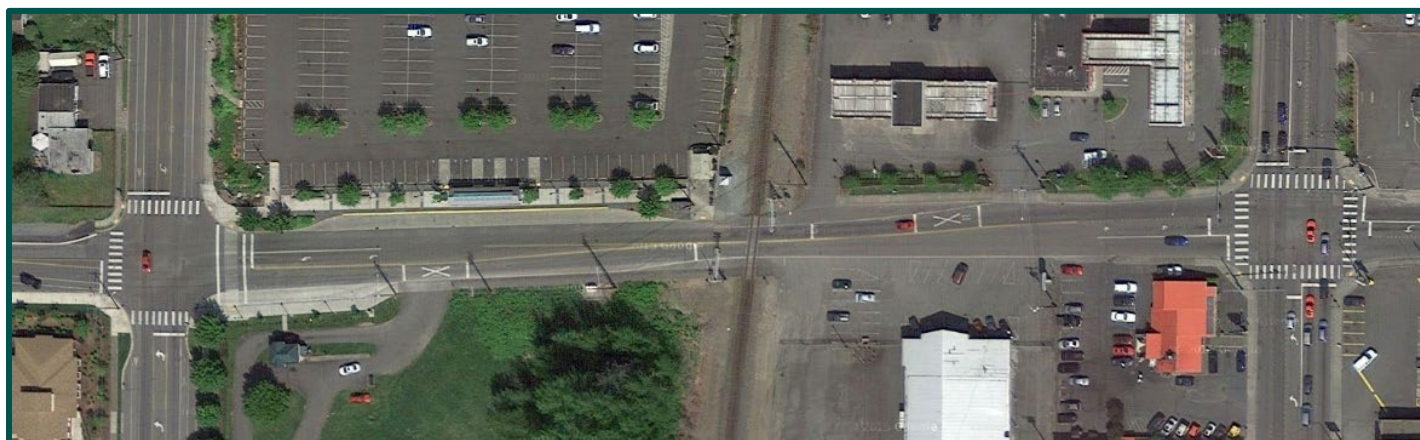


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# Grove Street Overcrossing

## Project Background

The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the BNSF Railway track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.



## Improvements

The Grove Street Overcrossing project proposes to construct an overcrossing that would span the BNSF Railway track. The overcrossing bridge would be about 67 feet wide and 120 feet long. The location along Grove Street is ideal because it has the least impact on adjacent property and also provides the longest distance between arterial streets, Cedar Avenue and State Avenue.

A 30% design effort has been completed with \$500K from the State and \$400K from the City. The total remaining project cost is estimated at \$24M including design, permitting, right-of-way and construction. The City's requested of \$24M would fully fund the remainder of the project.



**Requested Funding: \$24,000,000**



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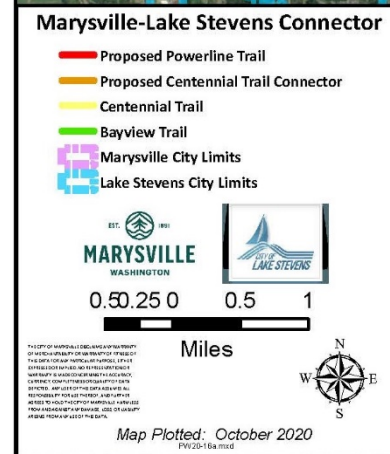
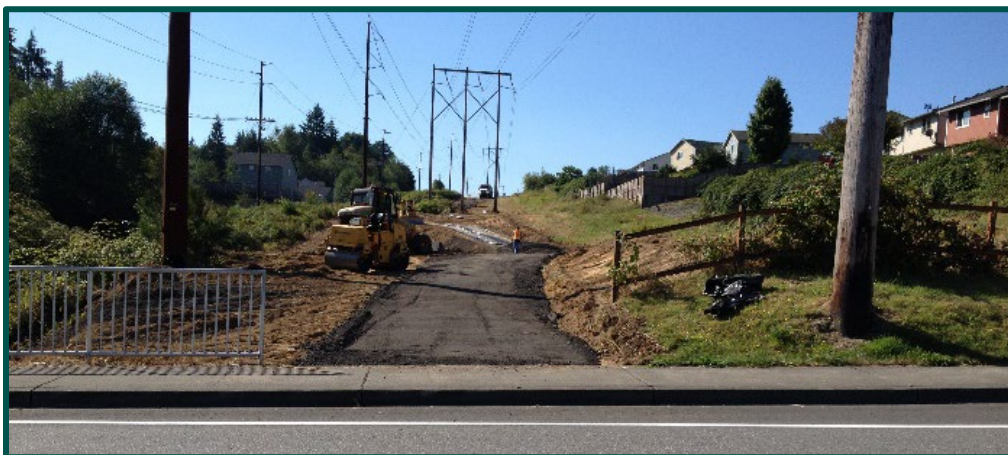
# Cities of Marysville & Lake Stevens Trail Connector

## Project Background

The City of Marysville and the City of Lake Stevens desire to develop a trail system utilizing the existing transmission powerline corridor that passes through each jurisdictional boundary. The Powerline Trail would provide over 8 miles of multi-use trail system that will connect to the regional Centennial Trail to the north near State Route 9 and at 20<sup>th</sup> St. SE to the south. Approximately 1.25 miles of the trail exist within the City of Marysville and an additional 1.3 miles will be constructed in 2021, providing connection to the regional Centennial Trail. The trail would be located predominantly adjacent to residential areas and would connect through various centers within each city. In 2019, the two cities entered into an interlocal agreement in order to support and advance the project. In accordance with the ILA, the City of Marysville will lead the design effort, while each agency coordinates a funding strategy for the segments of trail within their jurisdiction.

## Improvements

The Powerline Trail will require completion of 5.45 miles of 12' wide multi-use, asphalt paved trail to complete the 8-mile long segment from Centennial Trail to 20<sup>th</sup> St. NE. This includes an additional 2.20 miles of trail through the City of Marysville and 3.30 miles of trail through the City of Lake Stevens. The project will also include several trail amenities such as benches and trash receptacles, a restroom located within the City of Marysville's jurisdiction and crossing improvements at several streets to address safety. In order to advance this project, the City of Marysville is seeking project funding to advance conceptual design and begin any necessary permitting and property acquisition. While these funds will not complete a full design, it will allow the agencies to compete for other state or federal funds in order to fully fund the project through construction.



**Requested Funding: \$500K for design, permitting and property acquisition**  
**Total estimated project cost: \$6M**



**MARYSVILLE**  
WASHINGTON

# 156<sup>th</sup> Street NE Railroad Overcrossing

## Project Background

The 156<sup>th</sup> Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the Burlington Northern Santa Fe (BNSF) mainline track at 156<sup>th</sup> Street NE just west of Interstate 5. This crossing was once a public at-grade crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of the future growth needs west of I-5. Reinstating this crossing will support future development and provide much needed expanded public access to and from I-5 for north Snohomish County.



## Access

Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172<sup>nd</sup> Street NE). A future I-5 interchange at 156<sup>th</sup> Street NE is funded under Connecting Washington (\$42M, 2025–31). Once the interchange is complete, the west leg will not fully function as traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood Triangle, a railroad crossing at 156<sup>th</sup> Street NE will better accommodate traffic circulation and growth in the region.

## Development

The City of Marysville, in partnership with the adjacent property owners, constructed the overcrossing at 156<sup>th</sup> and I-5 in 2013 to spur development and provide access to the newly designated Cascade Industrial Center and the Lakewood Triangle. With full buildout expected within the next 20 years and continued growth in unincorporated Snohomish County west of I-5, the area will see increased congestion and significant daily traffic impacts along SR 531 (172<sup>nd</sup> Street NE) and I-5.

## Improvements

The project cost for the 156<sup>th</sup> Street NE Overcrossing project that would span the BNSF Railway track is estimated at \$17.7M including design, permitting, right-of-way and construction. This estimate is based on a preliminary design completed in 2019. The project is supported by BNSF, WSDOT, Snohomish County and other local agencies. The City's request of \$1.0M would fully fund 30% design, early permitting and right-of-way assessment. Advancing the project to this level of effort would make the project more competitive towards obtaining other sources of funding.



**Requested Funding: \$1,000,000**

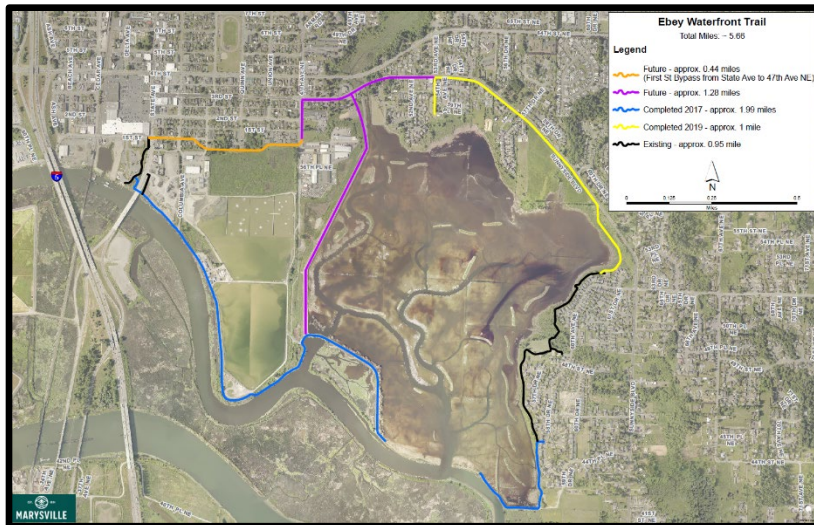




# Ebey Waterfront Trail

## Project Background

The Ebey Waterfront Trail project represents a significant improvement by the City of Marysville to develop a regional destination that connects users with shoreline access to the newly restored Qwulooit Estuary, the Ebey Slough waterfront and various parks located along the trail. The project also aims to support environmental awareness, promote tourism and build upon the economic development of the City's downtown.



## Improvements

The City has completed several phases of the six-mile planned trail network. A one-mile segment on Sunnyside Blvd. south of 53<sup>rd</sup> Avenue NE was completed in 2019. Construction of this phase was funded in part by legislative appropriations received in 2018.

As depicted in the graphic above (shown in purple), the next phase will extend the trail on Sunnyside Blvd. west of 53<sup>rd</sup> Avenue NE, south on 47<sup>th</sup> Avenue NE and connect with the multi-use of the First Street Bypass, which opened in October of 2020. Additionally, the trail will connect along the newly constructed dike which was installed prior to the breach that created the Qwulooit Estuary. This remaining 1.28 miles represents a gap in the Ebey Waterfront Trail system that, once complete, will provide nearly six (6) miles of fully connected trails.

The project is currently under preliminary design and the City will be advancing the design. The City requests \$1.5M to finalize the design, secure right-of way and construction.



**Requested Funding: \$1,500,000 for design, right-of-way and construction**