

**Marysville City Council Meeting**

**February 22, 2021**

**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**

A. Premier Golf 2020 Annual Report

**Audience Participation**

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

- 1. Approval of the February 8, 2021 City Council Meeting Minutes
- 2. Approval of the February 16, 2021 City Council Special Meeting Minutes

**Consent**

- 3. Approval of the January 21, 2021 (Period 13 – 2020 budget year) Claims in the Amount of \$3,600,386.26 Paid by EFT Transactions and Check Numbers 145905 through 146010

**Marysville City Council Meeting****February 22, 2021****7:00 p.m.****City Hall**

4. Approval of the January 25, 2021 Payroll in the Amount of \$1,378,326.73 Paid by EFT Transactions and Check Number 33347 through 33357 with Check Number 108004 Voided
5. Approval of the January 27, 2021 Claims in the Amount of \$530,751.70 Paid by EFT Transactions and Check Numbers 146011 through 146183 with Check Number 145338 Voided
6. Approval of the February 3, 2021 Claims in the Amount of \$415,108.48 Paid by EFT Transactions and Check Numbers 146184 through 146354 with Check Number 145710 and 146171 Voided
7. Approval of the February 10, 2021 Claims in the Amount of \$604,487.24 Paid by EFT Transactions and Check Numbers 146355 through 146496
8. Approval of the February 10, 2021 Payroll in the Amount of \$1,804,018.09 Paid by EFT Transactions and Check Numbers 33358 through 33373

**Review Bids****Public Hearings**

9. Consider Approving the Program Year 2021 Annual Action Plan, as recommended by the Citizen Advisory Committee, provide a summary of, and response to any comments received during the public hearing into the Program Year 2021 Annual Action Plan, and direct staff to forward Program Year 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development

**New Business**

10. Consider Approving the Grant Agreement with the Department of Ecology, Allowing the City to Receive \$56,351.00 in Grant Funding the Armar Road Retrofit Design Project
11. Consider Approving the Grant Agreement with the Department of Ecology, Allowing the City to Receive \$2,319,638.00 in Grant Funding for the LID Improvements for 2<sup>nd</sup> and Cedar Avenue Project
12. Consider Approving the Professional Services Agreement with Botesch, Nash, & Hall Architects, P.S. in the Amount of \$729,745.00 for A/E Design for City Hall Tenant Improvements
13. Consider Approving the Purchase from Tyler Technologies for ExecuTime – Time and Attendance and Advance Scheduling
15. Consider Approving a **Resolution** to Amend Council Procedures

February 22, 2021

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

**City Hall**

**Legal**

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Adjournment/Recess**

**Executive Session**

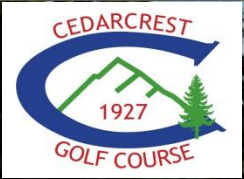
- A. Litigation
- B. Personnel
- C. Real Estate

**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.

A



# CEDARCREST GOLF COURSE

*Report on 2020*

**February 22, 2021**

**Presented by Premier Golf Centers, LLC**

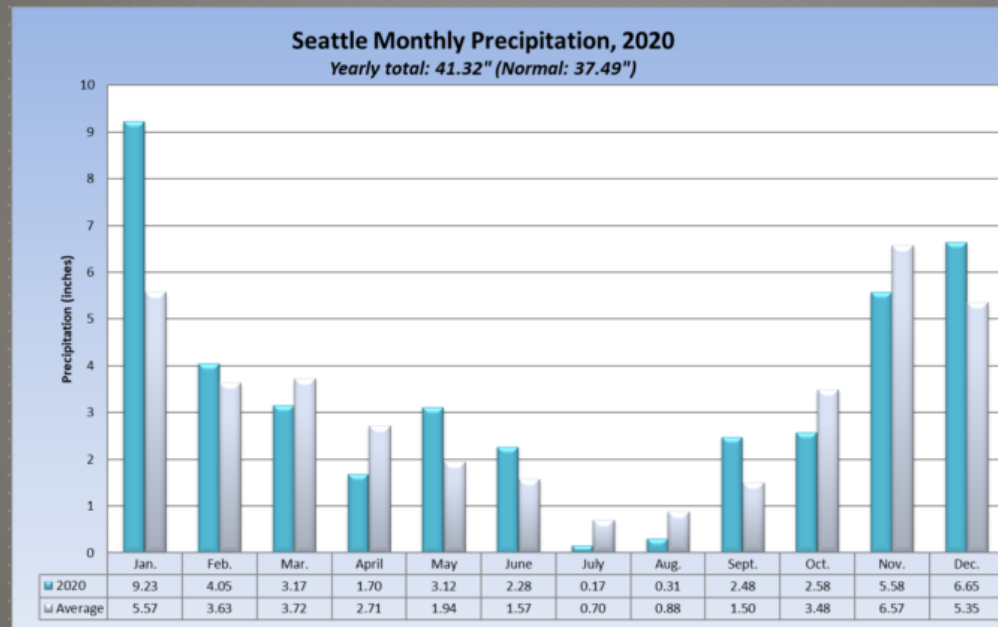
# What Happened in 2020

# 2020 Highlights

- ▶ 2020 Many Challenges
  - ▶ Wet Start to the Year
  - ▶ COVID-19
- ▶ Golf Rounds in the Seattle Market were Reported to be Up 3.6% in 2020 vs 2019 while Cedarcrest Golf Course Rounds were Up 22% for the Same Timeframe
- ▶ Record Revenue Year in Green Fees, Cart Rentals, and Total Overall Revenue

# 2020 Weather

Annual rainfall totaled 57.74” which was 20.25” higher than the annual average for the area and 16.42” more than the 2020 total for the area

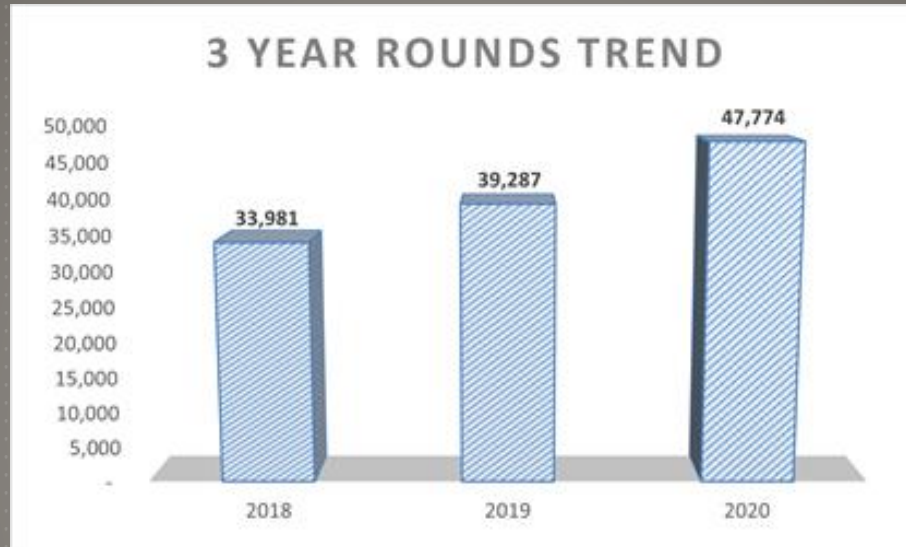




# 2020 Market Rounds



# 2020 Cedarcrest Rounds



Rounds	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Budget</u>
Total Rounds	<u>47,774</u>	<u>39,287</u>	<u>33,981</u>	<u>35,279</u>

# 2020 Record Year

## Cedarcrest Golf Course

**2020**

### 2020 Vs. Yearly Revenue Records<sup>1</sup>

<input type="checkbox"/>	2020	Record High	Record High Date	2020 Vs. Record	Record Low	Record Low Date	2020 Vs. Record
<a href="#">Golf Course</a>	1,092,234	1,092,234	2020	0%	593,259	2014	84%
<a href="#">Cart Rentals</a>	307,519	307,519	2020	0%	165,940	2014	85%
<a href="#">Lessons</a>	2,112	6,054	2017	(65%)	748	2015	182%
<a href="#">Pro Shop</a>	153,640	176,090	2019	(13%)	79,258	2015	94%
<b>Totals</b>	<b>1,555,505</b>	<b>1,555,505</b>	<b>2020</b>	<b>0%</b>	<b>844,128</b>	<b>2014</b>	<b>84%</b>

# What Happened in 2020

## ▶ Player's First Surveys

- ▶ Surveys Integrated with Club Prophet Systems (POS)
- ▶ Surveys Sent Out within 24 Hours to Customers Who Played Cedarcrest
- ▶ 1,543 Surveys Completed in 2020
- ▶ Allows for Quicker Reaction Time to Survey Responses

*"Course was in very good condition overall. Greens were very nice. I answered that bunkers were in poor shape, but I understand the decision to not allow bunker play due to COVID-19. Always appreciate my local golf course."*

# What Happened in 2020

## ► Marketing

- Smart Phone App had 2,373 Active Downloads, an Increase of 187
- Fewer Push Notifications in 2020 Due to High Level of Activity on the Course
- Advertisements
- Direct Marketing
- COVID-19 Communications

**Premier Golf Centers**  
*NW Golf Management Leader*

We invite you to experience our 11 unique golf courses!


Book your tee time today!  
[www.PremierGolfCenters.com](http://www.PremierGolfCenters.com)  
 (206) 254-6545

Did you know you can save up to 20% off your Green Fees, Cart Fees & Range Balls?

Join the Premier Club!  
 Whether you are a Premier Golf Club Member in Seattle, Bellevue, Everett, Lynnwood, Marysville or Bellingham, your card is accepted at ALL 11 Premier Managed Courses.

Receive 10 points for every one dollar spent!

- 1,000 points = 5% discount
- 4,000 points = 10% discount
- 7,000 points = 15% discount
- 10,000 points = 20% discount

**Premier Golf Centers**  
*NW Golf Management Leader*

**WE ARE THANKFUL FOR YOUR LOYALTY**

Thank you for being such a loyal customer!  
 We would like to offer you 50% OFF merchandise! Please take advantage of the following offer.

Thank you to our **Platinum PGC Members!**

Present this coupon and receive 50% OFF any one in-stock full-priced merchandise item (excluding golf clubs, range finders & golf balls). OR 25% OFF any one in-stock full-priced golf club.

Valid for redemption at any one Premier Golf location.

Excludes may apply. Coupon may not be combined with any other discount or package deal. Coupon may only be used once per person. Merchandise coupon shown on your phone or member ID card is subject to its restrictions. Valid through 12/31/2020.

Please present this coupon at the register to receive your discount. Exclusions may apply. Valid through 12/31/2020.

We appreciate you and hope to see you soon!

[www.premiergolfcenters.com](http://www.premiergolfcenters.com)

**DOWNLOAD OUR APP CEDARCREST GOLF**

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- NEWS & EVENTS
- EXCLUSIVE IN-APP DEALS & OFFERS
- BOOK TEE TIMES
- SCOREKEEPING
- AND MORE!

Available on the App Store and Google Play.

**Premier Golf Centers**  
*NW Golf Management Leader*

**October is Breast Cancer Awareness Month**

Premier Golf & OB Sports are proud to partner with Play for P.I.N.K. and their dedication to Breast Cancer Research.

Throughout the rest of October, all Premier Golf locations will be accepting donations to benefit Play for P.I.N.K. and Breast Cancer Research Foundation. We would like to remind golfers of the importance of detecting breast cancer early. Early detection exams can catch cancer before symptoms start and are believed to save thousands of lives each year. Doctors believe that even more lives could be saved if more people took advantage of these exams.

Play for P.I.N.K. (Prevention, Immediate diagnosis, New technology, Knowledge) supports a nationwide network of volunteers who raise money for breast cancer research through sporting and lifestyle events to speed advances in prevention, detection, treatment, and survivorship.

Logos for Premier Golf Centers, COOB, and Play for P.I.N.K.

**SOCIAL DISTANCING GUIDELINES: REQUIRED**

**NO GATHERING OF ANY KIND PER ORDER OF THE GOVERNOR**

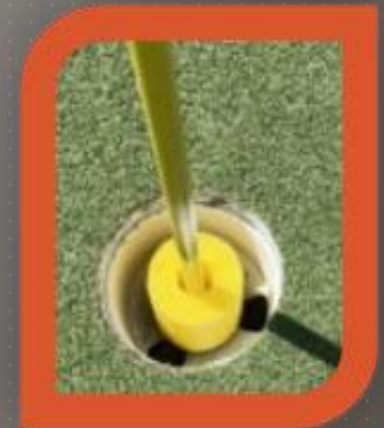
**MASKS RECOMMENDED**

6 FEET

# What Happened in 2020

## ▶ Course

- ▶ Great Shape in Preparation to Reopen with COVID-19 Restrictions
- ▶ Annual Pass Sales up 33%
- ▶ Green Fees Up in Every Category Except the Most Vulnerable Populations
  - ▶ 9-Hole Junior/Senior Fees Down 26%
  - ▶ Overall Green Fees Up 31%
  - ▶ Cart Revenue Up \$262,954 Over 2019
- ▶ 47,774 Record Rounds



# What Happened in 2020

## ▶ Pro Shop

- ▶ Closed 42 Days Due to COVID-19
- ▶ COVID-19 Health and Safety Restrictions
  - ▶ Social Distancing
  - ▶ Sanitizing Touch Points
  - ▶ Plexiglass Barriers
- ▶ Golf Genius Benefits
- ▶ Golf Services Income - \$134,238
  - ▶ 14% More than Budget



# What Happened in 2020

## ▶ Events

- ▶ COVID-19 Severely Restricted Events
- ▶ Cancelled Events
  - ▶ Twilight Invitational
  - ▶ 13 Large Corporate/Charity Events
  - ▶ High School Golf Shut Down after Just Two Weeks





# Financial Performance

# Financial Performance

All Numbers Presented are  
Premier  
Golf Centers Revenues and Expenses

# Cedarcrest Golf Course

## 2019 - 2020 Summary Results

	<b>2020</b>	<b>2019</b>	<b>Budget</b>
<b>Total Golf Course Revenue</b>	<b>1,555,505</b>	<b>1,278,981</b>	<b>1,155,159</b>
Golf Course COGS	104,243	120,870	61,830
Golf Course Expenses	734,358	710,717	703,644
<b>Total Expenses</b>	<b>838,601</b>	<b>831,586</b>	<b>765,474</b>
Operating Income	716,903	447,394	389,685
Permier Management Fee	107,123	105,332	107,123
<b>Operating Income after Management Fee</b>	<b>609,781</b>	<b>342,063</b>	<b>282,563</b>

# Cedarcrest Golf Course

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### ▶ Revenue

- ▶ Up More than \$276,500 Over Prior Year
- ▶ Up More than \$400,000 Over Budget

# Cedarcrest Golf Course

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### ► Expenses

- \$7,000 More than Prior Year and \$73,000 More than Budget
- COGS Decrease of \$17,000 Directly Corresponds to a Revenue Decrease in Merchandise Down \$22,000 but Right on Target at 67%

# Cedarcrest Golf Course

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- ▶ Golf Operating Income
  - ▶ \$277,000 More than Prior Year
  - ▶ \$327,000 More then Budget

# Cedarcrest Golf Course

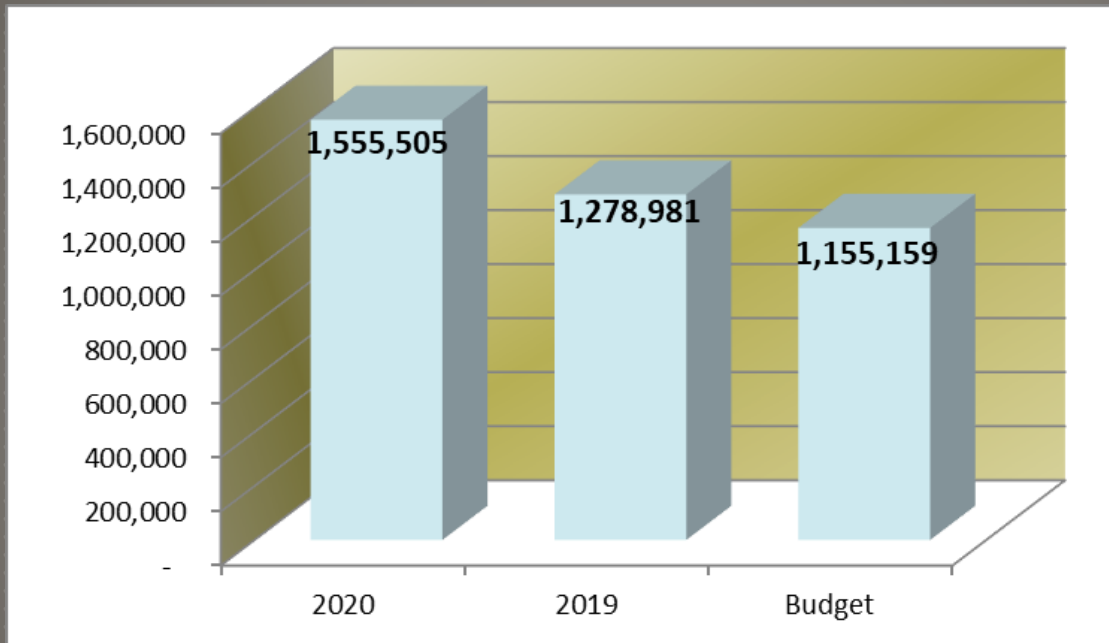
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- ▶ **Operating Income after Management Fee**
  - ▶ \$268,000 More than Prior Year
  - ▶ \$327,000 More than Budget

# Cedarcrest Golf Course Revenue History

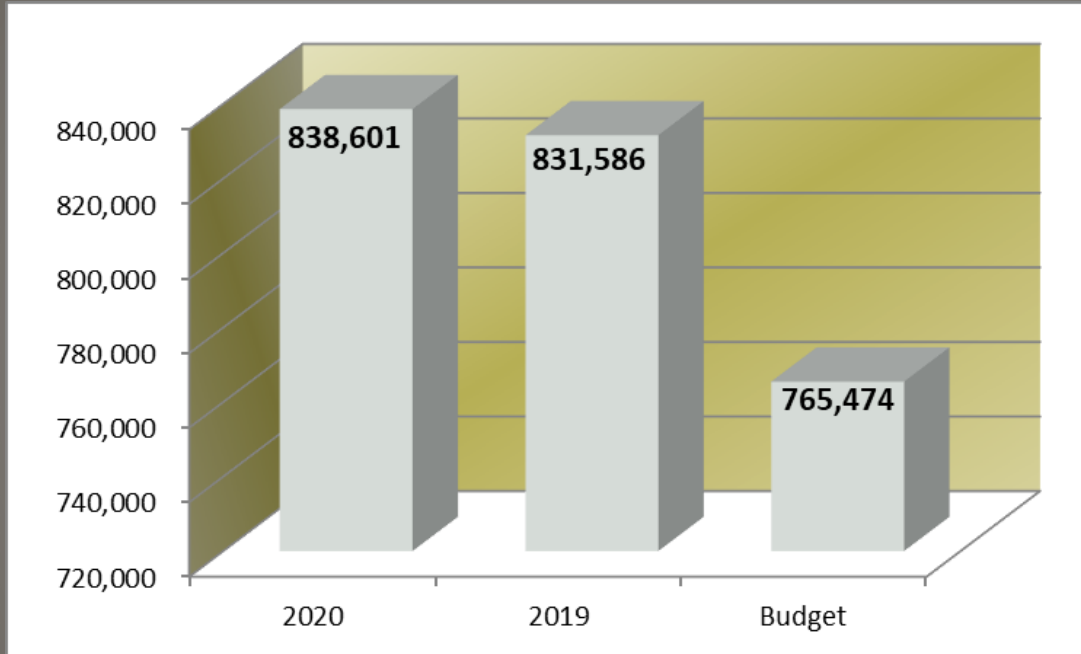
## Total Revenue





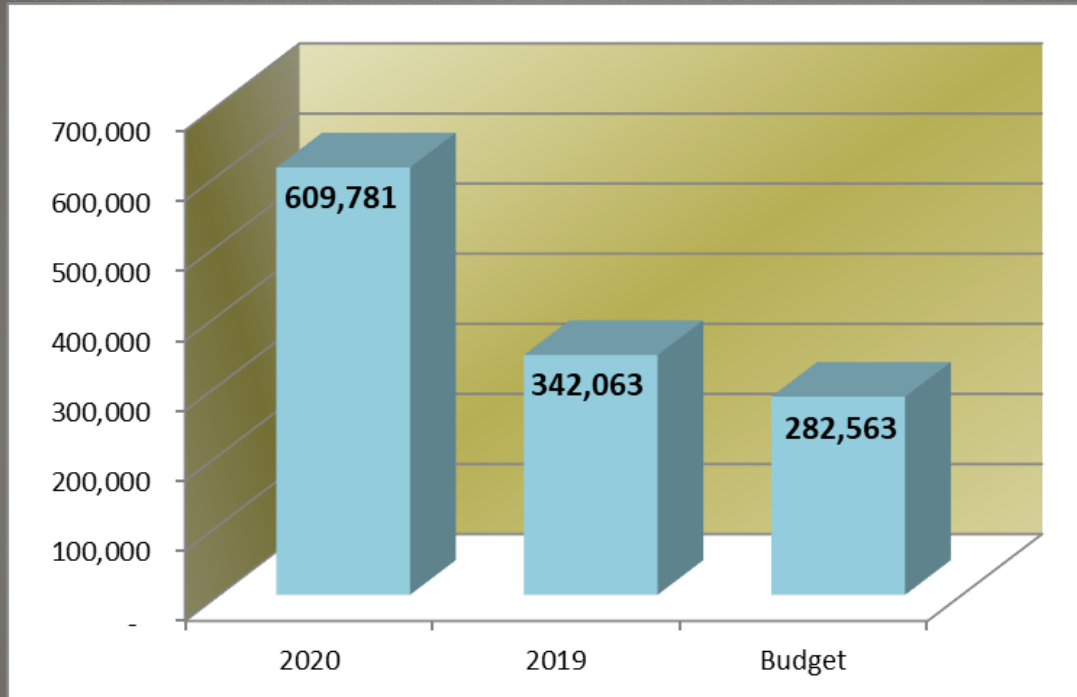
# Cedarcrest Golf Course Expense History

## Course Expenses



# Cedarcrest Golf Course Operating Income History

## Operating Income



# Cedarcrest Green Fees

## Ranking Against Other Premier Managed Courses

2019 vs. 2020

### Revenue Rankings for Golf Course Amounts

Rank	Site Name	Golf Course 1/1 thru 12/31	2019 1/1 thru 12/31	Var %
1	Legion Memorial	1,526,122	1,037,324	47%
2	Lynnwood	1,270,174	969,476	31%
3	Cedarcrest	1,092,234	833,430	31%
4	Lake Padden	797,801	637,686	25%
5	Jefferson Park	1,345,284	1,095,669	23%
6	Jackson	1,450,970	1,269,240	14%
7	Bellevue	1,883,105	1,768,103	7%
8	West Seattle	1,347,776	1,290,321	4%
9	Interbay	719,058	694,816	3%
10	Walter Hall	1,277,384	1,298,427	-2%
Totals:		12,709,907	10,894,492	17%

# Cedarcrest Golf Rounds

## Ranking Against Other Premier Managed Courses

2019 vs. 2020

Revenue Rankings for Golf Course Units				
Rank	Site Name	Golf Course 1/1 thru 12/31	2019 1/1 thru 12/31	Var %
1	Cedarcrest	47,774	39,287	22%
2	Lake Padden	34,676	29,704	17%
3	Lynnwood	55,155	47,394	16%
4	Legion Memorial	53,130	46,875	13%
5	Jefferson Park	64,843	60,183	8%
6	Jackson	69,310	65,778	5%
7	Bellevue	64,592	62,470	3%
8	Interbay	48,987	49,631	-1%
9	Walter Hall	51,030	55,132	-7%
10	West Seattle	48,635	56,205	-13%
Totals:		538,132	512,659	5%

# Cedarcrest Total Revenue

## Ranking Against Other Premier Managed Courses

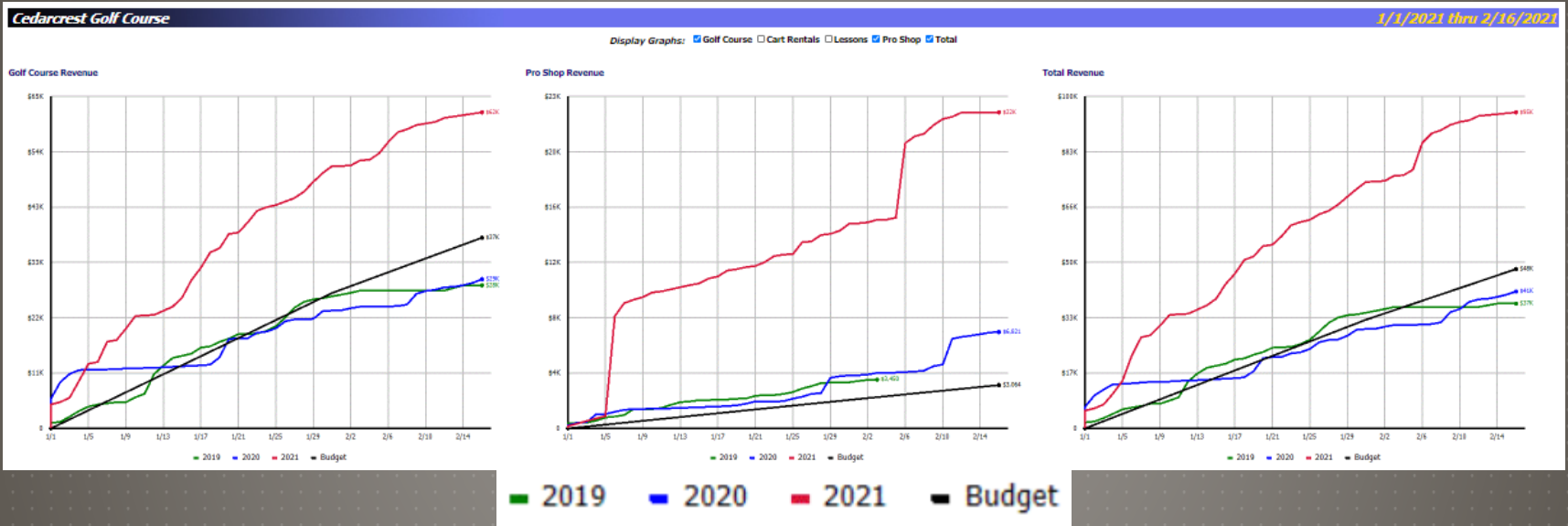
2019 vs. 2020

Revenue Rankings for Total Revenue Amounts				
Rank	Site Name	Total Revenue 1/1 thru 12/31	2019 1/1 thru 12/31	Var %
1	Legion Memorial	2,197,905	1,774,968	24%
2	Lynnwood	1,650,939	1,337,484	23%
3	Lake Padden	1,401,022	1,138,422	23%
4	Cedarcrest	1,555,505	1,278,981	22%
5	Jackson	3,034,066	2,715,221	12%
6	Jefferson Park	3,455,482	3,319,084	4%
7	Interbay	3,997,528	3,883,391	3%
8	Bellevue	3,582,126	3,692,770	-3%
9	Walter Hall	1,789,318	1,900,220	-6%
10	West Seattle	2,173,119	2,485,604	-13%
Totals:		24,837,010	23,526,145	6%

# 2021 – Year to Date Through February 16

<b>Cedarcrest Golf Course</b>							<b>Feb-21</b>		
<b>Revenue Totals for 2/1/2021 thru 2/16/2021</b>									
	<b>2021</b>	<b>2020</b>	<b>Vs.</b>	<b>2019</b>	<b>Vs.</b>	<b>Budget</b>	<b>Variance</b>	<b>Vs.</b>	
	2/1 to 2/16	2/1 to 2/16	2021	2/1 to 2/16	2021			2021	
Golf Course	10,547	6,151	71%	2,157	389%	10,848	-301	-3%	
Cart Rentals	2,446	2,056	19%	389	529%	3,299	-852	-26%	
Pro Shop	7,885	3,074	156%	183	4205%	1,052	6,833	650%	
<b>Totals:</b>	<b>20,879</b>	<b>11,282</b>	<b>85%</b>	<b>2,729</b>	<b>665%</b>	<b>15,199</b>	<b>5,680</b>	<b>37%</b>	
<b>Year Revenue Totals for 1/1/2021 thru 2/16/2021</b>									
	<b>2021</b>	<b>2020</b>	<b>Vs.</b>	<b>2019</b>	<b>Vs.</b>	<b>Budget</b>	<b>Variance</b>	<b>Vs.</b>	
	1/1 to 2/16	1/1 to 2/16	2021	1/1 to 2/16	2021			2021	
Golf Course	61,982	29,260	112%	28,059	121%	37,404	24,578	66%	
Cart Rentals	10,554	5,051	109%	5,803	82%	7,389	3,165	43%	
Lessons	45	0	-	180	-75%	0	45	-	
Pro Shop	22,355	6,821	228%	3,450	548%	3,064	19,291	630%	
<b>Totals:</b>	<b>94,936</b>	<b>41,133</b>	<b>131%</b>	<b>37,492</b>	<b>153%</b>	<b>47,857</b>	<b>47,080</b>	<b>98%</b>	

# 2021 – Year to Date Through February 16



# 2021 – The Year Ahead

- ▶ Currently Overall Revenue Up 131% to 2020 and Up 98% Ahead of Budget
- ▶ Divot Program
- ▶ Equipment Replacement Plans
- ▶ Shayne Day Joining the Legion Memorial Team
- ▶ New General Manager / Head Golf Professional
  - ▶ Wayne Clark Joining Cedarcrest Team
  - ▶ Premier Team Since 2017
  - ▶ Currently at Walter E Hall Golf Course



# Cedarcrest Rates

## Rate Comparison Against Other Area Courses

### 2021 GREEN FEES COMPARISON TO CEDARCREST (LOCAL AREA)

Area Courses	Adult WD	Adult WE	Senior	pm	Twilight WD	Twilight WE	pm	Super Twi - WD	Super Twi - WE	Early Bird	Junior
Harbour Pointe	\$62.59	\$74.67	\$49.41	3	\$40.63	\$40.63	5	\$36.24	\$36.24	\$50.51	\$16.47
Avalon	\$57.51	\$68.36	\$49.91	2	\$43.40	\$52.08	5	\$32.55	\$37.98	\$52.08	\$24.96
Legion Memorial	\$43.24	\$48.93	\$35.28	4	\$34.14	\$37.55	6	\$22.76	\$22.76	\$34.14	\$19.35
Bellevue	\$40.68	\$47.46	\$32.77	5	\$31.64	\$37.29	7	\$28.25	\$30.51	n/a	\$32.77
Battle Creek	\$38.22	\$45.87	\$32.76	5	\$32.76	\$40.41	5	\$32.76	\$40.41	\$30.58	\$32.76
Camaloch	\$38.22	\$45.87	\$30.58	2	\$33.86	\$36.04	5	\$33.86	\$36.04	\$32.76	\$29.49
Snohomish	\$38.22	\$45.87	\$32.76	5	\$32.76	\$40.41	5	\$32.76	\$40.41	\$30.58	\$32.76
Walter Hall	\$39.83	\$45.52	\$31.86	4	\$30.73	\$34.14	6	\$21.52	\$21.52	\$29.59	\$19.35
Jackson	\$41.54	\$43.76	\$32.24	5	\$29.38	\$29.38	7	\$19.59	\$19.59	\$27.08	\$15.84
<b>Cedarcrest</b>	<b>\$36.58</b>	<b>\$42.29</b>	<b>\$29.72</b>	<b>3</b>	<b>\$26.29</b>	<b>\$26.29</b>	<b>3</b>	<b>\$17.15</b>	<b>\$17.15</b>	<b>\$26.29</b>	<b>\$16.00</b>
Nile	\$35.33	\$38.64	\$30.92	3	\$24.29	\$30.92	3	\$24.29	\$30.92	n/a	\$29.81
Lynnwood	\$32.05	\$36.47	\$27.63	5	\$25.42	\$24.31	5	\$17.68	\$17.68	n/a	\$15.47

Cedarcrest Ranking out of 12 area/comparable courses	Adult WD	Adult WE	Senior	Twilight WD	Twilight WE	Twi-Late WD	Twi-Late WE	EB	Junior
	10 of 12	10 of 12	11 of 12	10 of 12	11 of 12	12 of 12	12 of 12	12 of 12	11 of 12

Cedarcrest is in the lower 3rd of every single fee category even with the proposed rate increases. The Golf course is in better shape than most of these courses in the summer time frame. Increasing the fees based on this chart seems like the right decision.

# Cedarcrest Rates

**6 Year Look  
By Rate Type**

<b>RATES--Cedarcrest 6 year look--RATES</b>						
<b>Proposing increase 2 years in a row and then off a year</b>						
<b>Adult-PRE TAX</b>						
<b>RATE</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
18 holes WD	30.0	32.0	32.0	33.0	34.0	34.0
18 Holes WE	35.0	37.0	37.0	38.0	39.0	39.0
9 Holes WD	22.0	23.0	23.0	24.0	25.0	25.0
Twilight WD	22.0	23.0	23.0	24.0	25.0	25.0
Twilight WE	22.0	23.0	23.0	24.0	25.0	25.0
Twilight-Late WD/WE	14.0	15.0	15.0	16.0	17.0	17.0
Early Bird	22.0	23.0	23.0	24.0	25.0	25.0
9 Holes WE (after Noon)	23.0	24.0	24.0	25.0	26.0	26.0
18 Hole playcard	323.5	345.3	345.3	355.3	365.3	365.3
Playcard WE Surcharge	4.0	4.0	4.0	4.0	4.0	4.0
Adult Annual (valid anyday)	1851.7	1939.1	1939.1	1982.8	2026.54	2026.5
<b>Senior/Military (weekday)-PRE TAX</b>						
<b>RATE</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
18 holes WD	24.0	26.0	26.0	27.0	28.0	28.0
9 Holes WD	17.0	18.0	18.0	19.0	20.0	20.0
Twilight WD	22.0	23.0	23.0	24.0	25.0	25.0
18 Hole playcard-post tax	241.2	263.0	263.0	274.0	284.9	284.9
Senior Annual (Mon-Fri only)-post tax	1234.4	1321.9	1321.9	1365.60	1409.32	1409.3
Senior Qtr. Pass (Mon-Fri only)-pots tax	257.2	279.1	279.1	290.0	300.9	300.9

# Cedarcrest Rates

**6 Year Look  
By Rate Type**

<b>RATES--Cedarcrest 6 year look--RATES</b>						
<b>Proposing increase 2 years in a row and then off a year</b>						
<b>Junior -PRE TAX</b>						
<b>RATE</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
18 Holes WD	14.0	14.0	14.0	14.0	15.0	15.0
9 Holes WD	14.0	14.0	14.0	14.0	15.0	15.0
Twilight WD	14.0	14.0	14.0	14.0	15.0	15.0
<b>Rentals-POST TAX</b>						
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
18 Hole	\$ 15.00	\$ 16.00	\$ 16.00	TBD	TBD	TBD
9 Hole	\$ 10.00	\$ 11.00	\$ 11.00	TBD	TBD	TBD
18 Twilight	\$ 10.00	\$ 11.00	\$ 11.00	TBD	TBD	TBD
9 Twilight	\$ 10.00	\$ 11.00	\$ 11.00	TBD	TBD	TBD
Trail Fee	\$ 8.00	\$ 8.00	\$ 8.00	TBD	TBD	TBD
Pull Cart	\$ 6.00	\$ 7.00	\$ 7.00	TBD	TBD	TBD
Rental Clubs	\$ 15.00	\$ 30.00	\$ 30.00	TBD	TBD	TBD

# Thank You

# *Index #1*

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Regular Meeting  
Minutes  
February 8, 2021**

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

The meeting was called to order at 7:00 p.m. Dr. Tom Albright 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 Kelly Richards, Councilmember Michael Stevens, Councilmember Steve Muller

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Police Chief Erik Scairpon, Deputy City Attorney Burton Eggertsen, Parks & Recreation Asst. Director Dave Hall, Interim Community Development Director Allan Giffen, Fire Chief Martin McFalls, Human Resources Manager Teri Lester, Community Information Officer Connie Mennie, Systems Analyst Mike Davis, Information Services Manager Worth Norton, Police Commander Wendy Wade

**Approval of the Agenda**

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

**AYES: ALL**

**Committee Reports**

Councilmember King reported on the Snohomish/Island County Fire Commissioners meeting last week. Sheriff Adam Fortney and his Undersheriff Jeff Brand addressed the mental health and homeless issue within unincorporated Snohomish County. They also mentioned they had planned to build an east precinct out at Cathcart, but that was shelved due to COVID-19.

Councilmember Vaughan reported on the February 2 Finance Committee meeting. The budget revenue has turned out better than expected, but is still about \$1 million short. Expenses have been significantly reduced (\$2.7 million). 2020 sales tax revenue is up 8.2%; the construction portion of it is up 18.7%; and non-construction portion is up 6.6%. There was a report on utility billing shutoffs. Right now there is \$1.6 million that is owed to the City, but because of the moratorium there are no shutoffs.

## **Presentations**

### **Audience Participation**

Mayor Nehring solicited public comments. There were none.

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

13. Approval of the January 25, 2021 City Council Meeting Minutes

**Motion** to approve the January 25, 2021 City Council Meeting Minutes moved by Councilmember King seconded by Councilmember Stevens.

**AYES: ALL**

14. Approval of the February 1, 2021 City Council Work Session Minutes

**Motion** to approve of the February 1, 2021 City Council Work Session Minutes moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

## **Consent**

1. Approval of the January 20, 2021 Claims in the Amount of \$464,372.91 Paid by EFT Transactions and Check Numbers 145840 through 145904 with Check Number 145547 Voided
3. Consider Approving the Construction and Maintenance Interlocal Agreement with Snohomish County for the Centennial Trail Connector
4. Consider Approving the Supplemental Agreement No. 1 to the Professional Services Agreement with Gray and Osborne, in the Amount of \$34,500.00
5. Consider Approving the Pole Attachment License Agreement for Municipal Entities with Snohomish County PUD No. 1

6. Consider Approving the City of Marysville Water Resource Inventory Area (WRIA) 7 Watershed Restoration and Enhancement Committee Representative to Vote to Approve the Final Version of the WRIA 7 Watershed Plan
7. Consider Approving the Memorandum of Understanding with Washington State Department of Health for the Washington Violent Death Reporting System

**Motion** to approve Consent Agenda items 1, 3, 4, 5, 6, and 7 moved by Council President Norton seconded by Councilmember Muller.

**AYES: ALL**

### **Review Bids**

2. Consider Awarding the 2019 Citywide Highway Safety Improvement Project Contract with Colacurcio Brothers, in the Amount of \$589,897.00 and Approve a Management Reserve of \$29,495.00, for a Total Allocation of \$619,392.00

Director Nielsen reviewed this item. The bid was a little over engineer's estimate, but will provide nice safety improvements within the City.

**Motion** to authorize the Mayor to sign and execute the 2019 Citywide Highway Safety Improvement Project Contract with Colacurcio Brothers, in the Amount of \$589,897.00 and approve a Management Reserve of \$29,495.00, for a Total Allocation of \$619,392.00 moved by Councilmember Richards seconded by Councilmember King.

**AYES: ALL**

### **Public Hearings**

### **New Business**

8. Consider Approving an Ordinance to Amend MMC Section 11.08.200 Regarding Truck Parking

Director Nielsen reviewed this item and item 9 regarding truck parking and truck routes related to the 1st Street Bypass. He pointed out an amendment which includes the northern area as recommended by Councilmember Richards.

**Motion** to approve Ordinance No. 3174 to amend MMC Section 11.08.200 regarding Truck Parking moved by Councilmember James seconded by Council President Norton.

**AYES: ALL**

9. Consider Approving an Ordinance to Amend MMC Section 11.62.020 Regarding Truck Routes

**Motion** to approve Ordinance No. 3175 to amend MMC Section 11.62.020 regarding Truck Routes moved by Councilmember Richards seconded by Councilmember Muller.



**AYES: ALL**

10. Consider Approving an Ordinance to Amend the 2021-2022 Biennial Budget for an Additional Wastewater Treatment Plant Operator

Director Nielsen explained this would add an additional Wastewater Treatment Plant Operator.

**Motion** to approve Ordinance No. 3176 to amend the 2021-2022 Biennial Budget for an Additional Wastewater Treatment Plant Operator moved by Councilmember Muller seconded by Councilmember Stevens.

**AYES: ALL**

11. Consider Approving Three Separate Agreements for Mental Health Services

Chief Scairpon reviewed the following three agreements related to administration and funding to help the Marysville, Arlington, and Lake Stevens police departments bring on two full-time Mental Health Professionals (MHPs) who will be dedicated to patrol response for the next five months. This represents a significant expansion of mental health services within the region which will benefit all three cities. Commander Wade gave an update on the hiring process and the value of this program.

Council President Norton asked for details of how the sharing will work for the three cities. Commander Wade explained that the MHP will be based in Marysville with an assigned police officer. If Arlington or Lake Stevens has a call, the MHP will go where it is needed.

Councilmember James asked for an explanation of how the funds would be spent. Chief Scairpon reviewed this and noted that any excess funds would be returned to the state grant program.

- A.** Consider Approving the Mental Health Field Response Face Sheet and Attached Contract with Washington Association of Sheriffs and Police Chiefs (WASPC) for Grant Funds

**Motion** to authorize the Mayor to execute the Mental Health Field Response Face Sheet and Attached Contract with Washington Association of Sheriffs and Police Chiefs (WASPC) for Grant Funds moved by Councilmember James seconded by Council President Norton.

**AYES: ALL**

- B.** Consider Approving the Agreement with Open Lattice and WASPC for the Open Lattice Application

**Motion** to authorize the Mayor to execute the Agreement with Open Lattice and Washington Association of Sheriffs and Police Chiefs (WASPC) for the Open

Lattice Application moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

**C. Consider Approving the Agreement with Compass Mental Health**

**Motion** to authorize the Mayor to execute the Agreement with Compass Mental Health moved by Council President Norton seconded by Councilmember James.

**AYES: ALL**

12. Consider Approving the Interlocal Agreement with Snohomish County for Real Estate Excise Tax (REET) 2 Funding for Olympic View Park

Asst. Director Dave Hall reviewed the following Interlocal Agreement with Snohomish County for funding the Olympic View Park. There were no comments or questions.

**Motion** to authorize the Mayor to sign and execute the Interlocal Agreement with Snohomish County for Real Estate Excise Tax (REET) 2 Funding for Olympic View Park moved by Council President Norton seconded by Councilmember Muller.

**AYES: ALL**

**Legal**

**Mayor's Business**

Mayor Nehring had the following comments:

- He discussed challenges associated with HB1386 and noted that a hearing is scheduled for next Tuesday. He discussed the numerous upcoming legislative meetings arranged by Strategies 360.
- He announced that this is Director Nielsen's last Council meeting. He reviewed Director Nielsen's awesome accomplishments and expressed appreciation for his many years of dedicated service.

**Staff Business**

Chief McFalls wished Director Nielsen well in his retirement.

Director Giffen performed a retirement song that he wrote for Director Nielsen.

Chief Scairpon thanked Council for approval of the Mental Health Professional funds. He gave an update on some minor arson activity in the community. Detectives were able to identify a local suspect who was responsible for several burglaries and arsons. Coffee with a Cop event will be held on Friday at the Creamery from 10 to noon. He congratulated Director Nielsen on his retirement.

Director Langdon wished Director Nielsen well in his retirement.

Assistant Director Hall congratulated Director Nielsen on his retirement. He reported on the recent drive-in movie showings of the Princess Bride which were a tremendous success. Arts in the Park is also going very well. Spring soccer registration is underway.

Community Information Officer Mennie reported this Thursday from 11-1 the Emergency Management Division will be giving out masks at the library.

Human Resources Manager Lester echoed congratulations to Director Nielsen.

Deputy City Attorney Eggertsen expressed congratulations to Director Nielsen.

CAO Hirashima expressed appreciation to Director Nielsen. She thanked Parks staff for getting back to their normal activities again. She stated the need for a closed session.

Director Nielsen reported that BNSF and the whole team will be out analyzing intersections for flag zones or wayside horns. He stated he would still be around for ribbons cuttings and other activities. He expressed appreciation to everyone for the kind words.

### **Call on Councilmembers**

Councilmember Richards expressed appreciation for the crosswalk signal at 51st and 86th by Pinewood. He wished Director Nielsen well on his retirement. He thanked Dr. Albright for attending the meeting and giving the invocation.

Councilmember Stevens congratulated Director Nielsen and commended his work in the City.

Councilmember Muller reported on a Public Works meeting where they discussed recycling and yard waste negotiations. He expressed appreciation to Director Nielsen for all the work he has done in the City.

Councilmember Vaughan reviewed some of Director Nielsen's accomplishment and wished him well in retirement.

Councilmember James was looking forward to the legislative meetings this week. He expressed appreciation to Director Nielsen for his time with the City.

Councilmember King congratulated the Police Department on their recent drive-through event they had at a local school. He is also looking forward to meetings with legislators. The drive-in movies were a success; he is looking forward to the next two. He expressed appreciation to Director Nielsen for his work and service to the City.

Council President Norton provided information about the legislative meetings this week. She thanked Director Giffen for the great song and thanked Director Nielsen for his service to the City.

**Adjournment**

**Motion** to adjourn at 8:10 p.m. moved by Councilmember Muller seconded by Councilmember Richards before entering a Closed Session pursuant to RCW 42.30.140(4).

**AYES: ALL**

The meeting was adjourned at 8:10 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor  
Jon Nehring

# *Index #2*

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Special Meeting  
Minutes  
February 16, 2021**

**Call to Order**

The meeting was called to order at 6:00 p.m.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima

**Goals and Objectives Discussion:**

Mayor Nehring gave a brief overview of the list distributed to Council identifying Executive Office and Department goals and objectives for 2021. CAO Hirashima offered additional comments on the need to prioritize staffing as the departments are operating at very low staffing ratios throughout the city.

Councilmembers identified their priorities and ideas, summarized as follows:

Councilmember James commented that 1) all Councilmembers should be involved in the artist discussions for city hall building; 2) would like to see development of leaders from within City; 3) suggested that the City consider incentives to redo business facades in the downtown as he has heard and has concerns about the variety of buildings-paint and building looks- along State Avenue at the south end of the City; 4) that we should review permitting to ensure that we are not creating unnecessary and burdensome process-

mentioned example of business submitting through online portal; and 4) supported pursuing litter initiatives.

Councilmember King commented that 1) 4<sup>th</sup> Street is an important entry and should be improved visually; 2) Asbery Field improvements should be considered potentially in partnership with Marysville School District who owns the site; 3) supported litter cleanup projects; and 4) supported a new community center.

Councilmember Vaughn commented on the lasting impact of the pandemic on our businesses and community. He spoke about the uncertainty of recovery and the questions that it raised as to whether we would encounter the same needs following reopening of the economy. He spoke of the need for a sense of community. He felt volunteer programs were one avenue to promote community. He felt the Council needed to look at business recovery needs. He also spoke of concerns about addiction and homelessness.

Councilmember Stephens identified his priorities and concerns as follows: 1) need for a design review process to improve design and require buildings to have entries/windows on street versus a blank building wall like Jimmy Johns and Verizon; 2) continuing focus on public safety; 3) continued program development for addiction and homelessness; 4) expansion of economic development support; 5) Cascade Industrial Center support; 6) continued work on waterfront as the front door to the city; 7) downtown image improvements; 8) Parks emphasis – agreed with opening parks in phases of improvements at Mother Nature’s Window, instead of trying to do it all at once; 9) would like to see linked connections between parks so that it encouraged walking between parks.

Councilmember Richards identified the following priorities: 1) parks in the north end – mentioned neighborhood tracts, potential playground improvements at Strawberry Fields, and north end park improvements; 2) staffing (PW and elsewhere); 3) consider social and emotional needs of kids and families (give community ways to re-connect and get involved); 4) supported volunteer opportunities including cleanup and 5) consider special vote for quiet zone funding if possible.

Councilmember Muller identified the following areas: 1) developing a sense of community; 2) wanted to see more connectivity of trails – longer bike trails that connect to regional trails; 3) focus on infrastructure assets such as WWTP/water sites to make them community assets to larger audience for recreation and other uses – referenced membrane system so that WWTP site could be used for additional uses; 4) need to consider dark sky lighting requirements; and 5) need for large grassy fields/parks for recreation.

Council President Norton identified the following priorities: 1) push for reopening business and small business support; 2) waterfront development –look at incentives; 3) Quiet zone to improve waterfront/downtown; 4) Image – instilling community pride; 5) litter clean up (volunteers); 6) utilize social media to tell positive stories; 7) graffiti cleanup; 8) look at

using hotel/motel funds in more strategic way; 9) schools – supporting District to address education concerns; and 10) police recruitment.

Councilmember Stephens left the meeting at 7:30 pm.

### **Council Procedures Discussion:**

Council President Norton opened up discussion on Council procedures. Councilmember Vaughn commented on moving the committee reports to the end of the meeting. Councilmembers agreed that moving it to the end was a good idea and asked that it be implemented.

Councilmember James suggested that committee reports be more detailed so that Councilmembers who don't attend the meetings have more information and requested that a calendar reflect all committee meetings for the month. A general discussion ensued relating to Council calendars and assembling the materials from committees to distribute to the full Council. CAO Hirashima indicated staff would pursue improved calendar information and committee packet briefings for the full Council.

Council President Norton asked about policies on social media for staff and Council. Discussion relating to public records and separation of personal response from official City responses followed. CAO Hirashima indicated that they would schedule a social media training with City Attorney Walker at an upcoming Council work session.

### **Adjournment/Recess**

**Motion** to adjourn at 7:59 p.m. moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

The meeting was adjourned at 7:59 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor  
Jon Nehring



# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 22, 2021**

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 January 21, 2021 (Period 13 – 2020 budget year) claims in the amount of \$3,600,386.26 paid by EFT transactions and Check No.'s 145905 through 146010.**

**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 **\$3,600,386.26 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 145905 THROUGH 146010**, 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 **22nd DAY OF FEBRUARY 2021**.

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

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/21/2021 TO 1/21/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145908	AIRGAS INC	GAS MONITOR W/PUMP, CYLINDER AND DOCS	GENERATION STATION	4,524.19
145909	AKANA	SERVICES FOR DECEMBER 2020	SEWER CAPITAL PROJECTS	15,125.48
145910	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT F	157.50
145911	AMAZON CAPITAL	ZIP TIES	POLICE INVESTIGATION	6.22
	AMAZON CAPITAL	ADAPTERS	COMPUTER SERVICES	12.00
	AMAZON CAPITAL	DUSTERS	POLICE INVESTIGATION	13.08
	AMAZON CAPITAL	CHARGERS	COMPUTER SERVICES	29.90
	AMAZON CAPITAL	MASKS	DETENTION & CORRECTION	40.43
145912	ANDERSON, KRISTEN	PRO-TEM SERVICES	MUNICIPAL COURTS	1,480.00
145913	APEX HYDROVAC TOOLS	DEBRIS GRIT CATCHER	SEWER MAIN COLLECTION	312.60
	APEX HYDROVAC TOOLS	CATCH BASIN TUBE AND NOZZLES	SEWER MAIN COLLECTION	757.45
145914	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATIO	77.50
145915	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	116.08
145916	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	470.26
145917	BANK OF AMERICA	EMPLOYEE APPRECIATION & PINS	GENERAL FUND	-99.51
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	104.17
	BANK OF AMERICA		POLICE ADMINISTRATION	1,169.51
145918	BANK OF AMERICA	PINS	GENERAL FUND	-154.38
	BANK OF AMERICA		POLICE ADMINISTRATION	1,814.38
145919	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,933.08
145920	BAYVIEW MSR OPPORT	LOAN # 0034514075 - RENT RELIEF GRANT	ECONOMIC SUPPORT	1,500.00
145921	BHC CONSULTANTS	WWTP ENGINEERING SUPPORT	WASTE WATER TREATMENT F	825.00
145922	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	314.78
	BOB BARKER COMPANY		DETENTION & CORRECTION	711.17
145923	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	34,349.40
145924	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	360.00
145925	CADENA, MICHAEL	INTERPRETER SERVICES	COURTS	125.00
145926	CAPTAIN DIZZY 76	CAR WASHES	COMMUNITY SERVICES UNIT	13.00
	CAPTAIN DIZZY 76		POLICE PATROL	78.00
145927	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	103.33
	CARDWELL, IRATXE		COURTS	106.32
145928	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	13,267.69
	CASCADE COLUMBIA		WASTE WATER TREATMENT F	13,399.92
145929	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
145930	COOP SUPPLY	CULTIVATOR	STORM DRAINAGE	144.23
145931	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,142.54
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,180.38
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,317.28
145932	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	98.90
145933	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	160.80
145934	DAVEY TREE SURGERY	PRUNING AND REMOVING TREES	FORESTRY MAINTENANCE	23,597.88
145935	DESANTIS, ANNE	INTERPRETER SERVICES	COURTS	7.50
145936	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
145937	DK SYSTEMS, INC.	DIAGNOSTIC FEES	PUBLIC SAFETY BLDG	603.88
145938	EDGE ANALYTICAL	LAB ANALYSIS	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
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	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	204.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
145939	FEDEX	SHIPPING EXPENSE	TRANSPORTATION MANAGEN	61.78

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/21/2021 TO 1/21/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145940	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	52,000.00
145941	FREY MANUFACTURING	MAST ARM EXTENSION	TRANSPORTATION MANAGEM	616.09
145942	GALLS, LLC	UNIFORM	POLICE PATROL	46.23
	GALLS, LLC	EAR MOLDS	POLICE PATROL	456.66
145943	GEOTEST SERVICES INC	SERVICES THROUGH 11/29/20	GMA - STREET	374.60
	GEOTEST SERVICES INC	SERVICES THROUGH 12/31/20	GMA - STREET	602.20
145944	GRAINGER	GRAVITY CONVECTION OVEN	WASTE WATER TREATMENT F	3,442.95
145945	HACH COMPANY	SENSOR	WASTE WATER TREATMENT F	557.43
145946	HDR ENGINEERING	PROFESSIONAL SERVICES THROUGH 12/26/20	GMA - STREET	13,985.83
145947	HOMAGE SENIOR	CDBG - MEALS ON WHEELS	COMMUNITY DEVELOPMENT-	3,975.00
	HOMAGE SENIOR		COMMUNITY DEVELOPMENT-	3,975.00
	HOMAGE SENIOR	CDBG - MINOR HOME REPAIR	COMMUNITY DEVELOPMENT-	67,472.86
145948	HOUSING HOPE	CDBG - BEACHWOOD APTS SUPPORTIVE SERVICES	COMMUNITY DEVELOPMENT-	3,130.24
145949	HWA GEOSCIENCES	PROFESSIONAL SERVICES	GMA-PARKS	4,277.08
	HWA GEOSCIENCES		GMA-PARKS	4,500.00
145950	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	125.00
145951	INTRAVAIA RISK	EXPERT PUBLIC INVESTIGATOR	MUNICIPAL COURTS	2,394.60
145952	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	6,970.50
145953	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	36.58
145954	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
145955	KING, SHERRY JO	PRO-TEM SERVICES	MUNICIPAL COURTS	1,985.00
145956	LABOR & INDUSTRIES	L & I 4TH QTR 2020	EXECUTIVE ADMIN	13.29
	LABOR & INDUSTRIES		POLICE PATROL	288.55
145957	LAKE STEVENS SCHOOL	MITIGATION FEES-DEC 2020	SCHOOL MITIGATION FEES	28,940.00
145958	LAMOUREUX, JANIS	REIMBURSE OFFICE SUPPLY EXPENSE	COMMUNITY DEVELOPMENT-	110.81
145959	MAPLES, JAMES	REIMBURSE MAJOR CRIME EXPENSE	POLICE INVESTIGATION	82.79
145960	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	27,789.59
145961	MARYSVILLE FOOD BANK	CDBG - COMMUNITY FOOD BANK	COMMUNITY DEVELOPMENT-	14,558.24
145962	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	24.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	35.09
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	76.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-1221 3RD ST	OPERA HOUSE	113.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	113.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FIRELINE	PUBLIC SAFETY BLDG	125.56
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST OFFICE	PUBLIC SAFETY BLDG	195.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	209.92
	MARYSVILLE, CITY OF	SERVICE ADDRESS: 6802 84TH ST NE	GOLF ADMINISTRATION	211.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	213.82
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-1225 3RD ST	OPERA HOUSE	638.25
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	665.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	678.44
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	763.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT F	1,146.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT F	2,252.62
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	2,866.90
145963	MATTHEW BENDER & CO	WA CRIMINAL LAW	MUNICIPAL COURTS	462.68
145964	MC CLURE & SONS INC	PAY ESTIMATE #17	SEWER CAPITAL PROJECTS	101,919.32
145965	MOUNTAIN MIST	COOLER RENTAL	COMMUNITY CENTER	1.09
145966	NATIONAL BARRICADE	DELINEATORS	TRAFFIC CONTROL DEVICES	608.49
	NATIONAL BARRICADE	TRAFFIC SIGNS	TRANSPORTATION MANAGEM	2,396.15
145967	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	778.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	1,260.00
145968	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	902.00
145969	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICES THROUGH 12/31/20	STORM DRAINAGE	3,667.50
145970	OCCAM VIDEO SOLUTION	ANNUAL SUBSCRIPTION	POLICE INVESTIGATION	5,552.44
145971	OFFICE DEPOT	OFFICE SUPPLIES	WATER QUAL TREATMENT	7.64

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/21/2021 TO 1/21/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145971	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	9.63
	OFFICE DEPOT		ENGR-GENL	9.63
	OFFICE DEPOT		WATER QUAL TREATMENT	10.92
	OFFICE DEPOT		UTIL ADMIN	11.73
	OFFICE DEPOT		ENGR-GENL	11.73
	OFFICE DEPOT		OFFICE OPERATIONS	57.36
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	67.45
	OFFICE DEPOT		WATER QUAL TREATMENT	78.67
	OFFICE DEPOT		UTIL ADMIN	88.96
	OFFICE DEPOT		ENGR-GENL	88.96
	OFFICE DEPOT		POLICE PATROL	102.07
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	104.91
	OFFICE DEPOT		POLICE PATROL	105.56
	OFFICE DEPOT		POLICE PATROL	120.01
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	142.13
	OFFICE DEPOT		POLICE PATROL	151.12
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	172.95
	OFFICE DEPOT		WATER QUAL TREATMENT	240.65
	OFFICE DEPOT		POLICE INVESTIGATION	319.56
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	342.12
	OFFICE DEPOT		OFFICE OPERATIONS	395.90
145972	PACIFIC TOPSOILS	DUMP FEES	ROADSIDE VEGETATION	80.00
	PACIFIC TOPSOILS		PARK & RECREATION FAC	80.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	100.00
	PACIFIC TOPSOILS		PARK & RECREATION FAC	100.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	240.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	294.00
145973	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	129.20
145974	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	28.63
	PETROCARD SYSTEMS		PURCHASING/CENTRAL STOF	60.92
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	183.32
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	262.59
	PETROCARD SYSTEMS		PARK & RECREATION FAC	653.65
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,687.21
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,676.57
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,910.30
	PETROCARD SYSTEMS		POLICE PATROL	6,340.19
145975	PETTY CASH-COMM DEV	PETTY CASH REIMBURSEMENT - DECEMBER 2020	COMMUNITY DEVELOPMENT-	12.88
	PETTY CASH-COMM DEV		COMMUNITY DEVELOPMENT-	52.85
145976	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	13.11
	PGC INTERBAY LLC		MAINTENANCE	15.46
	PGC INTERBAY LLC		PRO-SHOP	31.29
	PGC INTERBAY LLC		MAINTENANCE	33.99
	PGC INTERBAY LLC		PRO-SHOP	89.85
	PGC INTERBAY LLC		PRO-SHOP	99.04
	PGC INTERBAY LLC		MAINTENANCE	112.56
	PGC INTERBAY LLC		PRO-SHOP	119.45
	PGC INTERBAY LLC		PRO-SHOP	240.00
	PGC INTERBAY LLC		MAINTENANCE	279.47
	PGC INTERBAY LLC		PRO-SHOP	401.81
	PGC INTERBAY LLC		MAINTENANCE	425.00
	PGC INTERBAY LLC		PRO-SHOP	815.67
	PGC INTERBAY LLC		PRO-SHOP	869.26
	PGC INTERBAY LLC		MAINTENANCE	1,089.74
	PGC INTERBAY LLC		GOLF COURSE	1,638.53
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,077.83
	PGC INTERBAY LLC		MAINTENANCE	11,837.00
145977	PLATT ELECTRIC	LIGHTING AND PPB PARTS	TRANSPORTATION MANAGEM	35.85

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/21/2021 TO 1/21/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145977	PLATT ELECTRIC	LIGHTING AND PPB PARTS	TRANSPORTATION MANAGEM	290.74
	PLATT ELECTRIC	TELEMETRY	SOURCE OF SUPPLY	800.33
145978	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-5.85
	POLICE & SHERIFFS PR		PROPERTY TASK FORCE	14.12
	POLICE & SHERIFFS PR		POLICE PATROL	54.65
145979	PREMIER FENCE INC	HEADWORKS FENCE PROJECT	WASTE WATER TREATMENT F	3,539.90
145980	PUGET SOUND SECURITY	KEYS MADE	POLICE TRAINING-FIREARMS	73.89
145981	QUADIEN T LEASING USA	POSTAGE MACHINE LEASE	PROBATION	124.35
	QUADIEN T LEASING USA		MUNICIPAL COURTS	373.05
145982	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	30.00
145983	RAINIER ENVIRONMENT	LAB ANALYSIS	WASTE WATER TREATMENT F	600.00
145984	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER DIST MAINS	205.51
	RH2 ENGINEERING INC		WATER RESERVOIRS	1,125.25
	RH2 ENGINEERING INC		UTIL ADMIN	1,728.63
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	2,930.34
	RH2 ENGINEERING INC		UTIL ADMIN	14,505.87
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	15,946.84
145985	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	1,665.00
145986	SAFECO INSURANCE	CLAIM FOR DAMAGES	RISK MANAGEMENT	55.09
145987	SCIENTIFIC SUPPLY	FILTER PAPER	WASTE WATER TREATMENT F	276.00
145988	SCORE	INMATE HOUSING-DEC 2020	DETENTION & CORRECTION	20,479.00
145989	SEATTLE GOODWILL	CDBG - COVID-19 RELIEF	COMMUNITY DEVELOPMENT-	5,247.31
145990	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATIO	13.68
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		DETENTION & CORRECTION	38.56
	SHRED-IT US		POLICE PATROL	40.00
	SHRED-IT US		OFFICE OPERATIONS	40.00
	SHRED-IT US		MUNICIPAL COURTS	50.38
145991	SNO CO PUBLIC WORKS	DUMP FEES	ROADSIDE VEGETATION	19.00
	SNO CO PUBLIC WORKS		ROADSIDE VEGETATION	20.00
145992	SNO CO TREASURER	REAL ESTATE EXCISE TAX	GMA-PARKS	50.00
145993	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	601.74
145994	SNO CO TREASURER	INMATE MEDICAL-OCT 2020	DETENTION & CORRECTION	1,955.09
145995	SOUND PUBLISHING	EMPLOYMENT ADS	POLICE ADMINISTRATION	299.00
	SOUND PUBLISHING		UTIL ADMIN	299.00
145996	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	660.80
145997	SPRINGBROOK NURSERY	ROCK	PARK & RECREATION FAC	26.50
145998	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	197.87
145999	STATE PATROL	FINGERPRINT ID SERVICES	INTERGOVERNMENTAL CUST	662.50
146000	STRIDER CONSTRUCTION	PAY ESTIMATE #9	GMA - STREET	309,511.31
146001	SUEZ TREATMENT	BALLAST ASSEMBLIES AND HARNESSSES	WASTE WATER TREATMENT F	3,590.50
146002	TRANSPO GROUP	PROFESSIONAL SERVICES THROUGH 12/31/2020	GMA - STREET	5,580.82
	TRANSPO GROUP		GMA - STREET	5,984.60
	TRANSPO GROUP		GMA - STREET	9,214.53
	TRANSPO GROUP	PROFESSIONAL SERVICES	TRANSPORTATION MANAGEM	17,513.75
146003	TULALIP TRIBES OF WA		STORM DRAINAGE	962.00
146004	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	86.07
146005	USDA-APHIS-WILDLIFE	PROGRAM SUPPORT	STORM DRAINAGE	1,659.22
146006	WA AUDIOLOGY SRVCS	TESTING FEES	POLICE ADMINISTRATION	20.00
	WA AUDIOLOGY SRVCS		DETENTION & CORRECTION	20.00
	WA AUDIOLOGY SRVCS		STORM DRAINAGE	20.00
	WA AUDIOLOGY SRVCS		COMMUNITY DEVELOPMENT-	20.00
	WA AUDIOLOGY SRVCS		POLICE PATROL	40.00
146007	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL CUST	355.00
	WA STATE TREASURER		GENERAL FUND	43,396.54
146008	WESTERN GRAPHICS	DECALS	TRAFFIC CONTROL DEVICES	146.16
146009	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	191.75
	WSP USA INC	PROFESSIONAL SERVICES THROUGH 12/31/2020	GMA - STREET	29,181.43

DATE: 2/17/2021  
TIME: 3:25:59PM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 1/21/2021 TO 1/21/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146010	ZALDIBAR, EDUARDO	INTERPRETER SERVICES	COURTS	103.20

WARRANT TOTAL: **1,044,437.08**

ISSUED CHECK #145905 122,610.72

ISSUED CHECK #145906 3,609.64

ISSUED CHECK #145907 2,429,728.82

**REASON FOR VOIDS:**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**3,600,386.26**



# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 22, 2021**

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 January 25, 2021 payroll in the amount \$1,378,326.73, paid by EFT Transactions and Check No.33347 through 33357 with Check No. 108004 voided.

**COUNCIL ACTION:**

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 22, 2021**

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 January 27, 2021 claims in the amount of \$530,751.70 paid by EFT transactions and Check No.'s 146011 through 146183 with check number 145338 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-1**

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 **\$530,751.70 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 146011 THROUGH 146183 WITH CHECK NUMBER 145338 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 **22<sup>th</sup> DAY OF FEBURARY 2021.**

\_\_\_\_\_  
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 1/27/2021 TO 1/27/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146011	BENEFIT COORDINATORS	JANUARY 2021 PREMIUMS	MEDICAL CLAIMS	124,570.46
146012	PREMERA BLUE CROSS	PREMERA CLAIMS	MEDICAL CLAIMS	78,052.15
146013	ALEXANDER, PAMELA	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.12
146014	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	14.20
	AMAZON CAPITAL	LAUNDRY BAGS	CUSTODIAL SERVICES	16.22
	AMAZON CAPITAL	WELLNESS PRIZES	PERSONNEL ADMINISTRATIO	63.01
	AMAZON CAPITAL		PERSONNEL ADMINISTRATIO	72.26
	AMAZON CAPITAL	WEBCAM,WIRELESS HEADSET	TRANSPORTATION MANAGEM	174.00
	AMAZON CAPITAL	THERMOMETERS	DETENTION & CORRECTION	218.60
	AMAZON CAPITAL	SAFETY HARNESS	COMPUTER SERVICES	613.68
146015	ANDERSON, KRISTEN	PROTEM SERVICES	MUNICIPAL COURTS	370.00
146016	APS, INC.	POSTAGE MACHINE	CITY CLERK	23.68
	APS, INC.		EXECUTIVE ADMIN	23.68
	APS, INC.		FINANCE-GENL	23.68
	APS, INC.		PERSONNEL ADMINISTRATIO	23.68
	APS, INC.		UTILITY BILLING	23.68
	APS, INC.		LEGAL - PROSECUTION	23.68
	APS, INC.		POLICE ADMINISTRATION	39.07
	APS, INC.		POLICE INVESTIGATION	39.08
	APS, INC.		POLICE PATROL	39.08
	APS, INC.		OFFICE OPERATIONS	39.08
	APS, INC.		DETENTION & CORRECTION	39.08
	APS, INC.		COMMUNITY DEVELOPMENT-	48.18
	APS, INC.		ENGR-GENL	48.18
	APS, INC.		UTIL ADMIN	48.18
146017	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
146018	ASCAP	2021 MUSIC LICENSE	RECREATION SERVICES	734.00
146019	ASSOC OF SHERIFFS	DUES	POLICE ADMINISTRATION	515.00
146020	ATLAS, NOREEN	TAX CREDIT REBATE	UTIL ADMIN	43.29
	ATLAS, NOREEN		NON-DEPARTMENTAL	59.22
	ATLAS, NOREEN		UTIL ADMIN	161.39
146021	AVG TECHNOLOGIES USA	AVAST CLOUD RENEWAL	COMPUTER SERVICES	2,230.65
146022	AYERS, THOMAS	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.55
146023	BANK OF AMERICA	BANK CARD	EMBEDDED SOCIAL WORKER	20.60
146024	BANK OF AMERICA		POLICE ADMINISTRATION	75.00
	BANK OF AMERICA		POLICE INVESTIGATION	140.29
146025	BANK OF AMERICA		POLICE ADMINISTRATION	380.00
146026	BANK OF AMERICA		POLICE ADMINISTRATION	400.00
146027	BARRAZA,ESTELLA&DAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.86
146028	BARRETT, SANDRA		NON-DEPARTMENTAL	93.94
146029	BATES, BRUCE		UTIL ADMIN	43.29
	BATES, BRUCE		NON-DEPARTMENTAL	78.96
	BATES, BRUCE		UTIL ADMIN	161.39
146030	BEAUDIN, MILENA		NON-DEPARTMENTAL	26.38
146031	BENHAM, EDWINA		NON-DEPARTMENTAL	54.53
146032	BICKFORD FORD	TAIL LIGHT	EQUIPMENT RENTAL	58.92
	BICKFORD FORD	SCISSOR JACK	EQUIPMENT RENTAL	180.99
146033	BILLING DOCUMENT SPE	TRANSACTION FEE	UTILITY BILLING	3,309.07
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,440.18
146034	BOWERS, CHARLOTTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.33
146035	BOYDEN INVESTMENT	UB REFUND 10424 62ND DR NE 98270	WATER/SEWER OPERATION	169.72
146036	BRAGER, BRIAN	UB REFUND	WATER/SEWER OPERATION	70.37
146037	BRAKE AND CLUTCH	STEER AXLE DRUM	EQUIPMENT RENTAL	392.16
146038	BRONSON, FRANCES	UTILITY TAX REBATE	NON-DEPARTMENTAL	64.80
146039	BUELL, JOHN	EXPENSE REIMBURSEMENT	SEWER LIFT STATION	19.86
146040	C M HEATING	REFUND	COMMUNITY DEVELOPMENT	50.00
	C M HEATING		NON-BUS LICENSES AND PEF	70.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/27/2021 TO 1/27/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146041	CAPARAS, NANCY	UTILITY TAX REBATE	NON-DEPARTMENTAL	88.81
146042	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	106.32
146043	CARLILE, DEREK	PERDIEM	POLICE INVESTIGATION	386.50
146044	CASCADE COLUMBIA	PAX-XL8	WASTE WATER TREATMENT F	13,882.85
146045	CIVICPLUS	ANNUAL SUPPORT FEE	EXECUTIVE ADMIN	6,370.03
146046	COASTAL FARM & HOME	UNIFORM	UTIL ADMIN	314.74
146047	COMCAST	8498310020001355	COMMUNITY CENTER	35.96
146048	CONGDON, MARIAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	82.04
146049	COON, MELVIN		NON-DEPARTMENTAL	62.54
146050	COOP SUPPLY	TARPS	MAINTENANCE	87.42
146051	CORBETT, DOUG	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.03
146052	CULLETTE, BRIDGET	UB REFUND	WATER/SEWER OPERATION	24.69
146053	CULP, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.38
146054	DANIELS, DON		NON-DEPARTMENTAL	92.05
146055	DANLEY, DON		NON-DEPARTMENTAL	113.84
146056	DICKS TOWING	TOWING	POLICE PATROL	77.47
146057	DOBBS PETERBILT	BRAKE SHOES	EQUIPMENT RENTAL	88.46
146058	E&E LUMBER	CHAIN	PUBLIC SAFETY BLDG	7.19
	E&E LUMBER	BOX COVER	COURT FACILITIES	9.01
	E&E LUMBER	LIQUID DRAIN CLEANER	PUBLIC SAFETY BLDG	19.83
	E&E LUMBER	CHAIN	SOURCE OF SUPPLY	61.11
146059	EDGE ANALYTICAL	LAB ANALYSIS	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	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
146060	ENGEN, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.58
146061	EVERETT HERALD	EVERETT HERALD	PARK & RECREATION FAC	213.79
146062	EVERETT TIRE & AUTO	TIRES	ER&R	795.56
146063	EVERGREEN RURAL WATE	2021 WATER CONFERENCE	UTIL ADMIN	275.00
146064	FIRESTONE	TIRES	EQUIPMENT RENTAL	116.33
146065	FIRST AMERICAN TITLE	RECORDING FEES	GMA - STREET	118.50
	FIRST AMERICAN TITLE		GMA - STREET	124.50
146066	FLAMMANG, GARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	5.00
146067	FOREMOST PROMOTIONS	LITTER BAGS	CRIME PREVENTION	157.67
146068	FRANCOTYP-POSTALIA	MAIL MACHINE RENTAL	POLICE PATROL	160.67
146069	FRANE, DANIEL & JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	204.32
146070	FRASER, LEANN		NON-DEPARTMENTAL	50.29
146071	GADBOIS, RITA		NON-DEPARTMENTAL	48.02
146072	GARCIA, ESTELLA	UB REFUND	WATER/SEWER OPERATION	200.00
146073	GHAJOKU CORP	CDBG CARES GRANT	COMMUNITY DEVELOPMENT-	13,000.00
146074	GILBERT,CHARLES&CLAR	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.92
146075	GILL, ANOKH SINGH		NON-DEPARTMENTAL	67.00
146076	GOODMAN, DONALD		UTIL ADMIN	43.29
	GOODMAN, DONALD		NON-DEPARTMENTAL	61.60
	GOODMAN, DONALD		UTIL ADMIN	161.39
146077	GRAVITY PAYMENTS	PHONE/ONLINE PAYMENT	UTILITY BILLING	15,978.23
146078	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	150.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/27/2021 TO 1/27/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146078	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	187.50
	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
146079	GUTHRIE, MARILYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	69.82
146080	HACH COMPANY	SENSORS	WASTE WATER TREATMENT F	736.63
146081	HARGROVE, RANDAL	UTILITY TAX REBATE	NON-DEPARTMENTAL	152.13
146082	HD FOWLER COMPANY	BOLT KIT	SOURCE OF SUPPLY	49.83
	HD FOWLER COMPANY	PVC PUMP	SOURCE OF SUPPLY	198.11
146083	HEWITT, MICHAEL P &	UB REFUND	WATER/SEWER OPERATION	96.39
146084	HILL, NICOLE	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.53
146085	HOPKINS, ALEX	UB REFUND	WATER/SEWER OPERATION	276.37
146086	HUGHLEY, AMY	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.34
146087	HUSBY, BONNIE		NON-DEPARTMENTAL	44.70
146088	IRON MOUNTAIN	ROCK	WATER DIST MAINS	5,804.78
146089	JAMES, BLANCHE	UB REFUND	WATER/SEWER OPERATION	337.12
146090	JEFFERSON, BRENDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.89
146091	JOHNSON, HELEN	PERMIT	NON-BUS LICENSES AND PEF	250.00
146092	JOHNSON, MARK	UTILITY TAX REBATE	NON-DEPARTMENTAL	85.72
146093	JOHNSON, SUSAN		UTIL ADMIN	43.29
	JOHNSON, SUSAN		NON-DEPARTMENTAL	82.81
	JOHNSON, SUSAN		UTIL ADMIN	205.27
146094	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	36.57
146095	KEY BANK	BANK ANALYSIS FEE	UTIL ADMIN	3,105.86
	KEY BANK		NON-DEPARTMENTAL	3,105.87
146096	KNAFLA, SHIRLEY	UTILITY TAX REBATE	UTIL ADMIN	43.29
	KNAFLA, SHIRLEY		NON-DEPARTMENTAL	90.66
	KNAFLA, SHIRLEY		UTIL ADMIN	161.39
146097	KRON, KIM M^	UB REFUND	WATER/SEWER OPERATION	231.74
146098	LEMMON, BRUCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.88
146099	LES SCHWAB TIRE CTR	TIRE REPAIR	EQUIPMENT RENTAL	120.22
146100	LGI HOMES WASHINGTON	UB REFUND 8346 58TH PL NE 98270	WATER/SEWER OPERATION	25.00
146101	LGI HOMES WASHINGTON	UB REFUND 8412 58TH PL NE 98270	WATER/SEWER OPERATION	25.00
146102	LGI HOMES WASHINGTON	UB REFUND 8418 58TH PL NE 98270	WATER/SEWER OPERATION	50.00
146103	LGI HOMES WASHINGTON	UB REFUND 8328 58TH PL NE 98270	WATER/SEWER OPERATION	50.00
146104	LGI HOMES WASHINGTON	UB REFUND 8358 58TH PL NE 98270	WATER/SEWER OPERATION	50.00
146105	LGI HOMES WASHINGTON	UB REFUND 8334 58TH PL NE 98270	WATER/SEWER OPERATION	200.00
146106	LGI HOMES WASHINGTON	UB REFUND 8340 58TH PL NE 98270	WATER/SEWER OPERATION	200.00
146107	LGI HOMES WASHINGTON	UB REFUND 5807 84TH DR NE 98270	WATER/SEWER OPERATION	59.88
	LGI HOMES WASHINGTON		WATER/SEWER OPERATION	140.12
146108	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
146109	LOWES HIW INC	ADAPTER	SOURCE OF SUPPLY	4.35
146110	MALLAHAN, MARK	EXPENSE REIMBURSEMENT	WATER RESERVOIRS	15.29
146111	MARTINSON, EILEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.42
146112	MARYSVILLE PRINTING	PRINTING SERVICES	POLICE PATROL	426.76
	MARYSVILLE PRINTING		EMBEDDED SOCIAL WORKER	1,168.13
146113	MCCULLOGH, CALE	UB REFUND	WATER/SEWER OPERATION	138.58
146114	MCGUIRE, INDIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.44
146115	MCCLOUGHLIN & EARDLEY	HIDEAWAY LIGHT COVER	EQUIPMENT RENTAL	352.78
	MCCLOUGHLIN & EARDLEY	STROBE TUBE	ER&R	1,266.24



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/27/2021 TO 1/27/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146116	MEETSMA, MIKE & SHEI	UB REFUND	GARBAGE	162.01
146117	MESSIHA, GANETT	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.68
146118	MILLER, NANCY		NON-DEPARTMENTAL	42.65
146119	MILLER, PENNY		UTIL ADMIN	43.29
	MILLER, PENNY		NON-DEPARTMENTAL	82.67
	MILLER, PENNY		UTIL ADMIN	161.39
146120	MOTOR TRUCKS	CRANKCASE FILTER	EQUIPMENT RENTAL	77.52
146121	MOUNTAIN MIST	WATER COOLER	WASTE WATER TREATMENT F	15.30
	MOUNTAIN MIST		SEWER MAIN COLLECTION	15.30
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	15.31
146122	NANCY HUUS	UB REFUND	GARBAGE	221.06
146123	NAPA AUTO PARTS	POWERATED BELTS	SMALL ENGINE SHOP	61.97
	NAPA AUTO PARTS	FILTERS	ER&R	276.99
146124	NATION, ELDONNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.66
146125	NEWMAN, EMILY		NON-DEPARTMENTAL	83.18
146126	NGUYEN, RANG KIM		NON-DEPARTMENTAL	112.79
146127	O'KELLY, BETTY	UTILITY TAX REBATES	NON-DEPARTMENTAL	35.30
146128	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	6.34
	OFFICE DEPOT		POLICE PATROL	33.22
	OFFICE DEPOT		UTIL ADMIN	47.97
	OFFICE DEPOT		ENGR-GENL	57.46
	OFFICE DEPOT		POLICE PATROL	58.52
	OFFICE DEPOT		POLICE PATROL	74.31
	OFFICE DEPOT	TONER	UTIL ADMIN	116.39
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	119.68
	OFFICE DEPOT		POLICE PATROL	127.85
	OFFICE DEPOT		POLICE PATROL	148.95
	OFFICE DEPOT		POLICE INVESTIGATION	336.34
146129	OREILLY AUTO PARTS	HEADLIGHT ASSEMBLIES	EQUIPMENT RENTAL	210.69
	OREILLY AUTO PARTS	EXHAUST PARTS	EQUIPMENT RENTAL	246.05
146130	OTT, ROBERT	UTILITY TAX REBATES	NON-DEPARTMENTAL	50.90
146131	PAC NORTHWEST LABEL	ROLLS	GENERAL FUND	-7.83
	PAC NORTHWEST LABEL		TRANSPORTATION MANAGEM	1,093.23
146132	PALAMERICAN SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
146133	PAPE MACHINERY	KEYS	WATER DIST MAINS	76.88
146134	PAQUETTE, DAN	OPERA REFUND COVID	PARKS-RENTS & ROYALTIES	400.00
146135	PARK, GEORGE H & OCK	UB REFUND	WATER/SEWER OPERATION	17.93
146136	PETERSON,ROBERT&NANC	UTILITY TAX REBATES	NON-DEPARTMENTAL	102.36
146137	PLATT ELECTRIC	CREDIT	SOURCE OF SUPPLY	-115.62
	PLATT ELECTRIC	NETWORK PARTS	SOURCE OF SUPPLY	112.73
	PLATT ELECTRIC		SOURCE OF SUPPLY	115.62
146138	POPE, GAIL	UTILITY TAX REBATE	UTIL ADMIN	43.29
	POPE, GAIL		NON-DEPARTMENTAL	83.11
	POPE, GAIL		UTIL ADMIN	205.27
146139	PRIMM, ROBERT	EXPENSE REIMBURSEMENT	WASTE WATER TREATMENT F	20.00
146140	PUD	ACCT #201142098	PARK & RECREATION FAC	8.37
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #201346665	SEWER LIFT STATION	18.14
	PUD	ACCT #205481823	GOLF ADMINISTRATION	18.14
	PUD	ACCT #200973956	SEWER LIFT STATION	21.54
	PUD	ACCT #200501617	TRANSPORTATION MANAGEM	28.77
	PUD	ACCT #201142155	TRANSPORTATION MANAGEM	34.25
	PUD	ACCT #202177861	PUMPING PLANT	42.16
	PUD	ACCT #200448801	TRANSPORTATION MANAGEM	50.96
	PUD	ACCT #200660439	STREET LIGHTING	53.69

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/27/2021 TO 1/27/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146140	PUD	ACCT #203500020	STREET LIGHTING	55.72
	PUD	ACCT #204829691	STREET LIGHTING	56.57
	PUD	ACCT #202294245	SEWER LIFT STATION	58.57
	PUD	ACCT #203996343	STREET LIGHTING	68.96
	PUD	ACCT #222664310	TRANSPORTATION MANAGEM	85.97
	PUD	ACCT #222664740	TRANSPORTATION MANAGEM	87.12
	PUD	ACCT #220681340	STORM DRAINAGE	90.45
	PUD	ACCT #200061463	PARK & RECREATION FAC	93.96
	PUD	ACCT #221115934	MAINT OF GENL PLANT	95.57
	PUD	ACCT #202368197	PUMPING PLANT	108.40
	PUD	ACCT #201909637	SEWER LIFT STATION	114.94
	PUD	ACCT #221610405	STREET LIGHTING	122.36
	PUD	ACCT #222663973	TRANSPORTATION MANAGEM	134.48
	PUD	ACCT #202461554	SEWER LIFT STATION	176.51
	PUD	ACCT #203291216	GENERAL SERVICES - OVERT	193.55
	PUD	ACCT #200812808	PUMPING PLANT	266.56
	PUD	ACCT #220020531	STREET LIGHTING	354.91
	PUD	ACCT #201675634	WASTE WATER TREATMENT F	425.50
	PUD	ACCT #201587284	WASTE WATER TREATMENT F	436.89
	PUD	ACCT #200164598	SOURCE OF SUPPLY	444.28
	PUD	ACCT #202177333	MAINT OF GENL PLANT	915.68
	PUD	ACCT #201617479	CITY HALL	1,205.01
	PUD	ACCT #200021871	COURT FACILITIES	1,410.04
	PUD	ACCT #201098969	PUMPING PLANT	1,589.42
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,604.83
146141	QUADIENT LEASING USA	SEAL	MUNICIPAL COURTS	249.03
146142	RAM, NIRMALA	UTILITY TAX REBATES	NON-DEPARTMENTAL	23.82
146143	RAMIREZ, CANDACE	UTILITY TAX REBATE	NON-DEPARTMENTAL	20.37
146144	RAVE WIRELESS INC	ANNUAL FEE	EXECUTIVE ADMIN	2,923.78
146145	REVOIR, CHRISTINE	UTILITY TAX REBATES	NON-DEPARTMENTAL	21.34
146146	REZNIKOV, ALEKSEY		NON-DEPARTMENTAL	41.08
146147	ROY ROBINSON	CREDIT WARRANTY RETURN	EQUIPMENT RENTAL	-945.66
	ROY ROBINSON	BRAKE SET	ER&R	151.16
	ROY ROBINSON	WARRANTY CREDIT RETURN	EQUIPMENT RENTAL	945.66
	ROY ROBINSON	LAMP ASSEMBLIES	EQUIPMENT RENTAL	1,974.83
146148	SAFWAY INC.	INMATE MEDICAL	DETENTION & CORRECTION	276.46
146149	SCOTT, BLAKE & DOREE	UB REFUND	WATER/SEWER OPERATION	401.40
146150	SESAC	LICENSE CONCERTS	RECREATION SERVICES	1,548.56
146151	SETON	PIPE MARKERS	WASTE WATER TREATMENT F	146.04
	SETON		WASTE WATER TREATMENT F	168.37
146152	SHADLE, LAVON	UTILITY TAX REBATES	NON-DEPARTMENTAL	38.17
146153	SHAW, SUMIYO	UB REFUND	WATER/SEWER OPERATION	71.36
146154	SIMS, JAMES & WANDA	UTILITY TAX REBATES	NON-DEPARTMENTAL	116.46
146155	SIX ROBBLEES INC	LOCK PIN	ER&R	31.35
146156	SLENKER, ROBERT	EXPENSE REIMBURSEMENT	SEWER LIFT STATION	18.96
146157	SMITH, MARY S	UTILITY TAX REBATES	NON-DEPARTMENTAL	43.41
146158	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	173,438.00
146159	SOUND SAFETY	RUBBER BOOTS	UTIL ADMIN	147.41
146160	SPEED, JANICE E	UTILITY TAX REBATES	NON-DEPARTMENTAL	104.03
146161	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	12.89
	STAPLES		MUNICIPAL COURTS	603.33
146162	STCLAIR, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	71.45
146163	STEEN, WALTER	UTILITY TAX REBATES	NON-DEPARTMENTAL	25.62
146164	STRAND, KAREN		NON-DEPARTMENTAL	32.65
146165	SUNRISE ENVIRONMENT	GRAFITTI REMOVERS	ER&R	697.16
146166	SUTTON, GRADY	UTILITY TAX REBATES	NON-DEPARTMENTAL	121.47
146167	TEKLE, MIHRET	UB REFUND	WATER/SEWER OPERATION	366.90
146168	UNITED PARCEL SERVIC	SHIPPING & LATE FEES	POLICE PATROL	78.59

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/27/2021 TO 1/27/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146169	VANGUARD LLC	REROOF PERMIT FEE	NON-BUS LICENSES AND PEF	68.50
146170	VASQUEZ, CARLIE	OPERA HOUSE DEPOSIT	GENERAL FUND	500.00
146172	VASQUEZ, CARLIE		PARKS-RENTS & ROYALTIES	2,325.00
	VERIZON	WIRELESS SERVICES	CRIME PREVENTION	23.80
	VERIZON		PURCHASING/CENTRAL STOF	23.80
	VERIZON		PROPERTY TASK FORCE	41.76
	VERIZON		FACILITY MAINTENANCE	51.90
	VERIZON		PERSONNEL ADMINISTRATIO	53.30
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	99.50
	VERIZON		FINANCE-GENL	113.80
	VERIZON		OFFICE OPERATIONS	125.28
	VERIZON		CUSTODIAL SERVICES	127.60
	VERIZON		UTILITY BILLING	151.40
	VERIZON		YOUTH SERVICES	167.04
	VERIZON		COMMUNITY SERVICES UNIT	177.18
	VERIZON		RECREATION SERVICES	194.70
	VERIZON		TRANSPORTATION MANAGEM	200.59
	VERIZON		PARK & RECREATION FAC	215.21
	VERIZON		LEGAL-GENL	257.61
	VERIZON		WATER QUAL TREATMENT	259.52
	VERIZON		LEGAL - PROSECUTION	289.50
	VERIZON		MUNICIPAL COURTS	314.48
	VERIZON		SOLID WASTE CUSTOMER EX	329.91
	VERIZON		EXECUTIVE ADMIN	331.40
	VERIZON		POLICE INVESTIGATION	334.08
	VERIZON		WATER SUPPLY MAINS	360.17
	VERIZON		DETENTION & CORRECTION	376.96
	VERIZON		COMMUNITY DEVELOPMENT-	430.44
	VERIZON		WASTE WATER TREATMENT F	543.15
	VERIZON		COMPUTER SERVICES	563.94
	VERIZON		POLICE ADMINISTRATION	696.96
	VERIZON		STORM DRAINAGE	737.60
	VERIZON		GENERAL SERVICES - OVERH	786.56
	VERIZON		ENGR-GENL	1,447.15
	VERIZON		UTIL ADMIN	1,884.12
	VERIZON		POLICE PATROL	2,210.06
146173	WAVEDIVISION HOLDING	I-NET LEASE	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,438.20
146174	WELLS, MARGIE A & SC	UB REFUND	WATER/SEWER OPERATION	30.80
146175	WESTERN DISPLAY	2021 FIREWORKS SHOW	COMMUNITY EVENTS	7,500.00
146176	WESTERN SYSTEMS	CYLINDER	EQUIPMENT RENTAL	4,355.32
146177	WHISTLE WORKWEAR	UNIFORMS	SOLID WASTE OPERATIONS	163.02
	WHISTLE WORKWEAR	BOOTS	SOLID WASTE OPERATIONS	197.63
146178	WIDE FORMAT COMPANY	BASE CHARGE	UTIL ADMIN	130.07
146179	WINTER, BEVERLY	UTILITY TAX REBATES	NON-DEPARTMENTAL	35.62
	WINTER, BEVERLY		UTIL ADMIN	43.29
	WINTER, BEVERLY		UTIL ADMIN	161.39
146180	WOODBURY, VIOLET		NON-DEPARTMENTAL	26.58
146181	WOODWARD, KEVIN	UB REFUND	WATER/SEWER OPERATION	317.53
146182	WRIGHT, ROSALIE	UTILITY TAX REBATES	NON-DEPARTMENTAL	36.16
146183	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	53.33
	ZIPLY FIBER	ACCT #3606583635	COMMUNITY DEVELOPMENT-	61.38
	ZIPLY FIBER		UTIL ADMIN	61.39
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	67.48
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	126.89

DATE: 2/9/2021  
TIME: 1:27:19PM

CITY OF MARYSVILLE  
INVOICE LIST

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FOR INVOICES FROM 1/27/2021 TO 1/27/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146183	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	367.78
WARRANT TOTAL:				<u><u>532,173.06</u></u>
VOID	CHECK #145338	INITIATOR ERROR		(1,500.00)
ISSUED	CHECK #146171			78.64
				<u><u>530,751.70</u></u>


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

# *Index #6*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 22, 2021

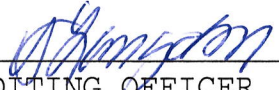
AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	


Please see attached.

RECOMMENDED ACTION:  <b>The Finance and Executive Departments recommend City Council approve the February 3, 2021 claims in the amount of \$415,108.48 paid by EFT transactions and Check No.'s 146184 through 146354 with Check No. 145710 and 146171 voided.</b>
COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-2**

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 **\$415,108.48 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 146184 THROUGH 146354 WITH CHECK NUMBER 145710 AND 146171 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER 2/5/21  
DATE

  
\_\_\_\_\_  
MAYOR 2/5/21  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22<sup>th</sup> DAY OF FEBRUARY 2021.**

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

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

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 2/3/2021 TO 2/4/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146184	PREMERA BLUE CROSS	PREMERA CLAIMS	MEDICAL CLAIMS	34,801.73
146185	BENEFIT COORDINATORS	FEBRUARY PREMIUMS	MEDICAL CLAIMS	122,419.10
146186	ABAD, ROSALYN & CEES	UB REFUND	WATER/SEWER OPERATION	72.21
146187	ALL BATTERY SALES & ALL BATTERY SALES &	BATTERY CHARGER SHOP SUPPLIES	EQUIPMENT RENTAL EQUIPMENT RENTAL	279.37 592.77
146188	ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP EQUIPMENT RENTAL	6.56 56.66
146189	ARLINGTON HARDWARE ARLINGTON HARDWARE ARLINGTON HARDWARE	JEAN REPLACEMENT JEANS REPLACEMENT BOOT REPLACEMENT	GENERAL SERVICES - OVERF GENERAL SERVICES - OVERF GENERAL SERVICES - OVERF	57.87 115.73 196.54
146190	ASCE SEATTLE SECTION	JOB AD FOR ENGINEER	ENGR-GENL	75.00
146191	BADER-KLEIN, SUZANNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.96
146192	BAILEY, ALBERTA BAILEY, ALBERTA BAILEY, ALBERTA		UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	43.29 44.23 161.39
146193	BARBER, DANIEL&CAROL		NON-DEPARTMENTAL	92.39
146194	BAY ALARM COMPANY	FIRE AND MONITORING SERVICE	COURT FACILITIES	127.88
146195	BICKFORD FORD	WALL CLOCK	EQUIPMENT RENTAL	27.33
146196	BLEASDALE, CLAIR	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.82
146197	BRADFORD, JOAN BRADFORD, JOAN BRADFORD, JOAN		NON-DEPARTMENTAL UTIL ADMIN UTIL ADMIN	27.17 43.29 161.39
146198	BURTON, SHIRLEY BURTON, SHIRLEY BURTON, SHIRLEY		UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	43.29 61.63 161.39
146199	CADENA, MICHAEL	INTERPRETER SERVICES	COURTS	150.00
146200	CAPITAL INDUSTRIES	DUMPSTERS	SOLID WASTE OPERATIONS	10,367.11
146201	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	2,054.18
146202	CECSARINI, MARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.31
146203	CENTRAL WELDING SUPP CENTRAL WELDING SUPP	INVENTORY	ER&R ER&R	655.80 1,537.12
146204	CHAMPION BOLT	NUTS AND BOLTS	EQUIPMENT RENTAL	133.01
146205	CLEAN CUT TREE & STU	REMOVE STORM DAMAGE	PARK & RECREATION FAC	4,809.20
146206	CLEMETSON, VICKI CLEMETSON, VICKI CLEMETSON, VICKI	UTILITY TAX REBATE	NON-DEPARTMENTAL UTIL ADMIN UTIL ADMIN	43.10 43.29 161.39
146207	COASTAL FARM & HOME COASTAL FARM & HOME COASTAL FARM & HOME	BOOT REPLACEMENT JEAN/BOOT REPLACEMENT BOOT/JEAN REPLACEMENT	UTIL ADMIN GENERAL SERVICES - OVERF GENERAL SERVICES - OVERF	170.50 297.15 415.29
146208	COLE, CHARLES	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.03
146209	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	312.92
146210	COMMERCIAL FIRE	ANNUAL SPRINKLER TEST	WATER QUAL TREATMENT	168.40
146211	COOP SUPPLY	PRUNERS	ROADSIDE VEGETATION	52.43
146212	CORBIN, ANNE CORBIN, ANNE CORBIN, ANNE	UTILITY TAX REBATE	UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	43.29 56.30 205.27
146213	COTANT, CURTIS	UB REFUND 7015 67TH ST NE MARYSVILLE 98270	WATER/SEWER OPERATION	400.58
146214	CRYSTAL SPRINGS	WATER COOLER RENTAL	COMMUNITY DEVELOPMENT-	55.98
146215	DAILY JOURNAL OF COM	ADVERTISEMENT	SURFACE WATER CAPITAL PF	235.20
146216	DAVIS, BARBARA DAVIS, BARBARA DAVIS, BARBARA	UTILITY TAX REBATE	UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	43.29 104.58 161.39
146217	DAWSON, MAXINE		NON-DEPARTMENTAL	72.98
146218	DEAN, MARY DEAN, MARY DEAN, MARY		NON-DEPARTMENTAL UTIL ADMIN UTIL ADMIN	34.36 43.29 161.39
146219	DEGRACIA, LAWRENCE	UB REFUND	WATER/SEWER OPERATION	260.09
146220	DELANEY, KATHERINE	UTILITY TAX REBATE	UTIL ADMIN	43.29



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146220	DELANEY, KATHERINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.00
	DELANEY, KATHERINE		UTIL ADMIN	205.27
146221	DEXTER, SARA ANN		UTIL ADMIN	43.29
	DEXTER, SARA ANN		NON-DEPARTMENTAL	45.18
	DEXTER, SARA ANN		UTIL ADMIN	161.39
146222	DEYOUNG, THOMAS		NON-DEPARTMENTAL	118.03
146223	DICKS TOWING	TOW TRUCK	EQUIPMENT RENTAL	669.31
146224	DOBBS PETERBILT	DIAGNOSE CHECK	EQUIPMENT RENTAL	475.96
146225	DULIN, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.75
	DULIN, PATRICIA		UTIL ADMIN	43.29
	DULIN, PATRICIA		UTIL ADMIN	161.39
146226	DUNLAP INDUSTRIAL	BOOT REPLACEMENT	EQUIPMENT RENTAL	200.00
146227	DYER, ROBERT L	LEOFF I	POLICE ADMINISTRATION	1,293.94
146228	E&E LUMBER	PUTTY KNIFE	PARK & RECREATION FAC	10.98
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	41.69
146229	EAST JORDAN IRON WOR	PENTAGON KEYS	WATER DIST MAINS	1,244.21
146230	EVERETT TIRE & AUTO	TIRES	ER&R	1,343.07
146231	EVERGREEN RURAL WATE	CEU'S	UTIL ADMIN	100.00
146232	EVOLA, JOSEPH	UTILITY TAX REBATE	UTIL ADMIN	43.29
	EVOLA, JOSEPH		NON-DEPARTMENTAL	75.95
	EVOLA, JOSEPH		UTIL ADMIN	205.27
146233	FITZGERALD, PATRICIA		UTIL ADMIN	43.29
	FITZGERALD, PATRICIA		NON-DEPARTMENTAL	67.74
	FITZGERALD, PATRICIA		UTIL ADMIN	161.39
146234	FLEMING, JAMES & JEA	UB REFUND	WATER/SEWER OPERATION	45.00
146235	FULTON, ASHLEY		WATER/SEWER OPERATION	32.73
146236	GAAB, KARON	UTILITY TAX REBATE	UTIL ADMIN	43.29
	GAAB, KARON		NON-DEPARTMENTAL	45.60
	GAAB, KARON		UTIL ADMIN	161.39
146237	GIDOS, D ANN	UB REFUND	WATER/SEWER OPERATION	21.81
146238	GOMS, WANDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.42
	GOMS, WANDA		UTIL ADMIN	43.29
	GOMS, WANDA		UTIL ADMIN	161.39
146239	GOOD, DIANA		NON-DEPARTMENTAL	31.31
	GOOD, DIANA		UTIL ADMIN	43.29
	GOOD, DIANA		UTIL ADMIN	161.39
146240	GOVAERT, KIM		NON-DEPARTMENTAL	84.84
146241	GOVCONNECTION INC	ACRONIS RENEWAL	COMPUTER SERVICES	454.86
146242	GRAINGER	GLOVES	ER&R	86.57
	GRAINGER	LED INVENTORY	ER&R	525.40
146243	GRANITE CONST	ROCK	ROADWAY MAINTENANCE	139.01
146244	GRANT, DARRYL LYN AN	UB REFUND	WATER/SEWER OPERATION	28.67
146245	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS	PROFESSIONAL SERVICES	PUBLIC DEFENSE	300.00
146246	GUNDERSON, JARL	LEOFF I	POLICE ADMINISTRATION	394.10
146247	HACK, SUNDEE	UTILITY TAX REBATE	UTIL ADMIN	43.29
	HACK, SUNDEE		NON-DEPARTMENTAL	50.50
	HACK, SUNDEE		UTIL ADMIN	161.39
146248	HD FOWLER COMPANY	SUMP PUMP	PUMPING PLANT	174.40
	HD FOWLER COMPANY	PERFORATED PIPE	STORM DRAINAGE	441.75
	HD FOWLER COMPANY	MARKING PAINT	ER&R	449.95
	HD FOWLER COMPANY	SADDLES	WATER SERVICE INSTALL	826.83
146249	HEATH, LESLIE	UTILITY TAX REBATE	UTIL ADMIN	43.29
	HEATH, LESLIE		NON-DEPARTMENTAL	45.87
	HEATH, LESLIE		UTIL ADMIN	161.39
146250	HOLLIBAUGH, CHARLENE		NON-DEPARTMENTAL	39.27

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146251	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	23.87
	HOME DEPOT USA	TOILET PAPER	CUSTODIAL SERVICES	214.12
	HOME DEPOT USA	CLEANING SUPPLIES	ER&R	702.37
146252	HUDSON, AMY	UB REFUND	WATER/SEWER OPERATION	9.46
146253	HYATT, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.37
146254	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	150.00
146255	INTERSTATE BATTERY	BATTERIES	ER&R	478.82
146256	IRON MOUNTAIN	ROCK	STORM DRAINAGE	119.08
	IRON MOUNTAIN		STORM DRAINAGE	288.94
	IRON MOUNTAIN		STORM DRAINAGE	307.12
146257	J & B TOOLS, LLC	PUMP KIT	EQUIPMENT RENTAL	348.63
146258	JONES, MICHIAL	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.34
146259	JURASIN, SHARON		NON-DEPARTMENTAL	44.19
146260	KAUFMAN, SUSAN		UTIL ADMIN	43.29
	KAUFMAN, SUSAN		NON-DEPARTMENTAL	61.59
	KAUFMAN, SUSAN		UTIL ADMIN	161.39
146261	KERR, STEVEN		UTIL ADMIN	43.29
	KERR, STEVEN		NON-DEPARTMENTAL	72.36
	KERR, STEVEN		UTIL ADMIN	205.27
146262	KHRAPKO, NIKOLAY		NON-DEPARTMENTAL	19.50
146263	KRAUT, JULIE	UB REFUND	WATER/SEWER OPERATION	18.68
146264	LACKEY, KERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	19.58
	LACKEY, KERRY		UTIL ADMIN	43.29
	LACKEY, KERRY		UTIL ADMIN	161.39
146265	LAMBERT, GEORGIA		NON-DEPARTMENTAL	26.61
146266	LEVIN, ARTHUR		NON-DEPARTMENTAL	91.73
146267	LEW, ROBERT & KELLY		NON-DEPARTMENTAL	16.80
146268	LISA LEE		WATER/SEWER OPERATION	76.47
146269	LOWES HIW INC	CAULKING	SOURCE OF SUPPLY	121.39
146270	MALIFF, CARMEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.15
	MALIFF, CARMEN		UTIL ADMIN	43.29
	MALIFF, CARMEN		UTIL ADMIN	161.39
146271	MALLAHAN, MARK	CERTIFICATION	WATER DIST MAINS	188.74
146272	MANGUNE, ULYSSES L	INTERPRETER SERVICES	COURTS	130.00
146273	MARSHALL, CHARLENE	UTILITY TAX REBATE	UTIL ADMIN	43.29
	MARSHALL, CHARLENE		NON-DEPARTMENTAL	45.01
	MARSHALL, CHARLENE		UTIL ADMIN	205.27
146274	MARYSVILLE PRINTING	ENVELOPES	COMMUNITY DEVELOPMENT-	163.32
146275	MCMASTER-CARR	PACKING SUPPLIES	WASTE WATER TREATMENT F	201.77
	MCMASTER-CARR	SUPPLIES	WASTE WATER TREATMENT F	609.68
146276	MILAR, MARLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.45
146277	MOBIOLOGY	LICENSE RENEWAL	COMPUTER SERVICES	436.11
146278	MORTON, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.70
	MORTON, JUDY		UTIL ADMIN	43.29
	MORTON, JUDY		UTIL ADMIN	161.39
146279	MOUNTAIN MIST	EQUIPMENT RENTAL	COMMUNITY CENTER	1.09
	MOUNTAIN MIST		COMMUNITY CENTER	1.09
146280	MPA	MPA MEMBERSHIP	PROBATION	40.00
146281	MUNDAY, ERNALEE	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.29
146282	MYER, JANET		UTIL ADMIN	43.29
	MYER, JANET		NON-DEPARTMENTAL	49.24
	MYER, JANET		UTIL ADMIN	161.39
146283	NAPA AUTO PARTS	CREDIT	EQUIPMENT RENTAL	-354.85
	NAPA AUTO PARTS	GREASE GUN FITTING	EQUIPMENT RENTAL	6.35
	NAPA AUTO PARTS	FUEL FILTER	EQUIPMENT RENTAL	15.52
	NAPA AUTO PARTS	GREASE GUN FITTINGS	EQUIPMENT RENTAL	57.15

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146283	NAPA AUTO PARTS	EXHAUST FUEL	SEWER MAIN COLLECTION	57.59
	NAPA AUTO PARTS		STORM DRAINAGE	57.60
	NAPA AUTO PARTS	TIE ROD	EQUIPMENT RENTAL	94.48
	NAPA AUTO PARTS	FILTERS AND LAMPS	ER&R	165.47
	NAPA AUTO PARTS	BALL JOINTS	EQUIPMENT RENTAL	190.14
	NAPA AUTO PARTS	HEADLIGHT HOUSING	EQUIPMENT RENTAL	354.85
	NAPA AUTO PARTS	EXHAUST FLUID	SOLID WASTE OPERATIONS	960.97
146284	NEEDHAM, STEVEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.50
146285	NELSON PETROLEUM	ENGINE OIL	ER&R	2,027.49
146286	NORSTAR INDUSTRIES	PLOW BLADE	ER&R	5,859.88
146287	NORTHRUP, JENNIFER	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.15
146288	OBERLANDER, AUDREY		NON-DEPARTMENTAL	35.87
	OBERLANDER, AUDREY		UTIL ADMIN	43.29
	OBERLANDER, AUDREY		UTIL ADMIN	161.39
146289	OFFICE DEPOT	OFFICE SUPPLIES	LEGAL - PROSECUTION	57.54
	OFFICE DEPOT		FINANCE-GENL	76.49
	OFFICE DEPOT		CITY CLERK	76.49
	OFFICE DEPOT		CITY COUNCIL	76.49
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	136.08
	OFFICE DEPOT	PAPER	FINANCE-GENL	137.01
	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	152.97
146290	OREILLY AUTO PARTS	AIR FILTERS	ER&R	221.73
146291	OSBORNE, AMBER	UTILITY TAX REBATE	NON-DEPARTMENTAL	22.43
146292	OTOOLE, MICHAEL		NON-DEPARTMENTAL	54.05
146293	OWEN EQUIPMENT	AIR CLEANER	EQUIPMENT RENTAL	210.43
146294	OYETUGA, ADETOLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	101.30
146295	PACIFIC POWER BATTER	BATTERIES	SEWER LIFT STATION	18.95
146296	PEDERSON, PAUL	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.04
	PEDERSON, PAUL		UTIL ADMIN	43.29
	PEDERSON, PAUL		UTIL ADMIN	205.27
146297	PELOS, JUDY		UTIL ADMIN	43.29
	PELOS, JUDY		NON-DEPARTMENTAL	95.31
	PELOS, JUDY		UTIL ADMIN	161.39
146298	PETROCARD SYSTEMS	FUEL	COMPUTER SERVICES	41.78
	PETROCARD SYSTEMS		STORM DRAINAGE	62.47
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	83.62
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	97.74
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	221.42
	PETROCARD SYSTEMS		PARK & RECREATION FAC	664.13
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	2,418.25
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,768.83
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,691.14
	PETROCARD SYSTEMS		POLICE PATROL	6,945.94
146299	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	PRO-SHOP	8.99
	PGC INTERBAY LLC		PRO-SHOP	16.71
	PGC INTERBAY LLC		PRO-SHOP	138.75
	PGC INTERBAY LLC		PRO-SHOP	142.85
	PGC INTERBAY LLC		PRO-SHOP	165.00
	PGC INTERBAY LLC		PRO-SHOP	220.01
	PGC INTERBAY LLC		PRO-SHOP	400.00
	PGC INTERBAY LLC		MAINTENANCE	518.77
	PGC INTERBAY LLC		PRO-SHOP	717.02
	PGC INTERBAY LLC		MAINTENANCE	924.15
	PGC INTERBAY LLC		MAINTENANCE	1,026.78
	PGC INTERBAY LLC		PRO-SHOP	1,235.23
	PGC INTERBAY LLC		MAINTENANCE	1,300.51
	PGC INTERBAY LLC		MAINTENANCE	1,401.78
	PGC INTERBAY LLC		MAINTENANCE	1,639.17

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146299	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	1,738.18
	PGC INTERBAY LLC		MAINTENANCE	2,446.14
	PGC INTERBAY LLC	GOLF COURSE	PRO-SHOP	7,173.26
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	GOLF COURSE	8,543.92
	PGC INTERBAY LLC	GOLF COURSE	MAINTENANCE	10,755.99
146300	PILCHUCK RENTALS	CHAINS	PARK & RECREATION FAC	80.28
	PILCHUCK RENTALS	OIL MIX	ER&R	387.18
146301	PLATT ELECTRIC	LIFT STATION LIGHT BULBS	WASTE WATER TREATMENT F	27.98
146302	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	9,016.15
146303	PUD	ACCT #202461026	MAINT OF GENL PLANT	17.58
	PUD	ACCT #202031134	PUMPING PLANT	17.74
	PUD	ACCT #205195373	PARK & RECREATION FAC	18.14
	PUD	ACCT #205136245	SEWER LIFT STATION	18.55
	PUD	ACCT #202461034	UTIL ADMIN	18.90
	PUD	ACCT #202011813	PUMPING PLANT	23.89
	PUD	ACCT #203569751	STORM DRAINAGE	28.92
	PUD	ACCT #202178158	SEWER LIFT STATION	34.47
	PUD	ACCT #202794657	TRANSPORTATION MANAGEM	46.53
	PUD	ACCT #203199732	TRANSPORTATION MANAGEM	55.06
	PUD	ACCT #202524690	PUMPING PLANT	57.36
	PUD	ACCT #203430897	STREET LIGHTING	65.60
	PUD	ACCT #202368544	TRANSPORTATION MANAGEM	72.06
	PUD	ACCT #202303301	SEWER LIFT STATION	80.60
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	81.93
	PUD	ACCT #202288585	TRANSPORTATION MANAGEM	85.83
	PUD	ACCT # 222772634	TRANSPORTATION MANAGEM	112.01
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	149.12
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	172.57
	PUD	ACCT #222025900	PUMPING PLANT	214.44
	PUD	ACCT #202368551	PARK & RECREATION FAC	214.82
	PUD	ACCT #202000329	PARK & RECREATION FAC	240.92
	PUD	ACCT #200223857	PARK & RECREATION FAC	241.83
	PUD	ACCT #201065281	PARK & RECREATION FAC	257.33
	PUD	ACCT #201628880	WASTE WATER TREATMENT F	262.72
	PUD	PUD FEES	PARK & RECREATION FAC	268.41
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	270.34
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	337.80
	PUD	ACCT #201147253	PUMPING PLANT	352.48
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	371.52
	PUD	ACCT #201247699	STREET LIGHTING	397.72
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	408.07
	PUD	ACCT #220824148	WASTE WATER TREATMENT F	643.46
	PUD	ACCT #201021698	PARK & RECREATION FAC	692.38
	PUD	ACCT #202689287	WASTE WATER TREATMENT F	1,168.31
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,538.86
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,580.33
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,546.42
	PUD	ACCT #201577921	PUMPING PLANT	5,005.18
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION PLAI	5,358.60
	PUD	ACCT #202075008	WASTE WATER TREATMENT F	13,719.99
	PUD	ACCT #201420635	WASTE WATER TREATMENT F	16,406.97
	PUD	ACCT #201721180	WASTE WATER TREATMENT F	26,275.06
146304	PUGET SOUND SECURITY	COPIES OF KEYS	SEWER LIFT STATION	11.59
146305	REECE TRUCKING	DIRT	WATER DIST MAINS	451.54
	REECE TRUCKING		WATER DIST MAINS	975.13
146306	ROALDSON,SARAH C	UTILITY TAX REBATE	UTIL ADMIN	43.29
	ROALDSON,SARAH C		NON-DEPARTMENTAL	85.34
	ROALDSON,SARAH C		UTIL ADMIN	161.39

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146307	ROBERTS, SHARON M	UTILITY TAX REBATE	UTIL ADMIN	43.29
	ROBERTS, SHARON M		NON-DEPARTMENTAL	69.54
	ROBERTS, SHARON M		UTIL ADMIN	205.27
146308	ROBINETT INVESTMENT	UB REFUND 6427 105TH ST NE MARYSVILLE	WATER/SEWER OPERATION	71.22
146309	ROBINETT INVESTMENT	UB REFUND 10612 62ND AVE NE MARYSVILLE	WATER/SEWER OPERATION	17.14
146310	ROY ROBINSON	CREDIT SALES TAX	EQUIPMENT RENTAL	-135.41
	ROY ROBINSON	IGNITION SWITCH ASSEMBLY	EQUIPMENT RENTAL	135.41
	ROY ROBINSON		EQUIPMENT RENTAL	135.78
	ROY ROBINSON	FUEL PUMP	EQUIPMENT RENTAL	641.64
146311	SALINAS, ALEX & JEAN	UB REFUND	WATER/SEWER OPERATION	93.90
146312	SANDERS, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.81
146313	SANDVIK, MORTEN		UTIL ADMIN	43.29
	SANDVIK, MORTEN		NON-DEPARTMENTAL	43.57
	SANDVIK, MORTEN		UTIL ADMIN	161.39
146314	SCHNEIDER, INGRID		NON-DEPARTMENTAL	21.94
146315	SCHWANDT, BRADLEY	UB REFUND	WATER/SEWER OPERATION	30.18
146316	SCIENTIFIC SUPPLY	PETRI DISH	WASTE WATER TREATMENT F	69.77
	SCIENTIFIC SUPPLY	THERMOMETERS	WASTE WATER TREATMENT F	186.29
146317	SCULLY, PAUL & TRACY	UB REFUND	GARBAGE	466.71
146318	SEIDERS, ANDREW		WATER/SEWER OPERATION	20.39
146319	SEMANKO, CHERYL	UTILITY TAX REBATE	UTIL ADMIN	43.29
	SEMANKO, CHERYL		NON-DEPARTMENTAL	52.76
	SEMANKO, CHERYL		UTIL ADMIN	205.27
146320	SIGMAN, MICHAEL	LEOFF I	POLICE ADMINISTRATION	289.20
146321	SKAGGS, LYLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	122.28
146322	SMITH, SHELDON	UB REFUND	WATER/SEWER OPERATION	84.38
146323	SORENSEN, CARLYS	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.11
146324	SOUND SAFETY	BOOT REPLACEMENT	GENERAL SERVICES - OVERF	128.39
	SOUND SAFETY	JEAN REPLACEMENT	EQUIPMENT RENTAL	143.03
	SOUND SAFETY	BOOT REIMBURSEMENT	GENERAL SERVICES - OVERF	173.48
	SOUND SAFETY	BOOT REPLACEMENT	UTIL ADMIN	216.78
	SOUND SAFETY		FACILITY MAINTENANCE	253.03
	SOUND SAFETY	JEAN REPLACEMENT	GENERAL SERVICES - OVERF	327.94
146325	SPRINGBROOK NURSERY	TRUCKING SERVICE	WATER DIST MAINS	1,200.00
	SPRINGBROOK NURSERY		WATER DIST MAINS	1,350.00
146326	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	80.40
146327	STARK, JUDY & THOMAS	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.60
146328	STEILLING, ELSIE		UTIL ADMIN	43.29
	STEILLING, ELSIE		NON-DEPARTMENTAL	91.93
	STEILLING, ELSIE		UTIL ADMIN	205.27
146329	STORMO, ROBIN		UTIL ADMIN	43.29
	STORMO, ROBIN		NON-DEPARTMENTAL	71.54
	STORMO, ROBIN		UTIL ADMIN	161.39
146330	STULTS, MILDRED		NON-DEPARTMENTAL	155.02
146331	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	132.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	627.00
	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	1,756.50
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	25,036.50
146332	SUPERIOR RESTROOMS	PORTABLE TOILETS	WATER DIST MAINS	130.00
146333	SWAIN, CECELIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	93.84
146334	TACOMA SCREW PRODUCT	ELECTRICAL CONNECTORS	EQUIPMENT RENTAL	14.24
	TACOMA SCREW PRODUCT		EQUIPMENT RENTAL	177.00
146335	TER-VEEN, MEGHAN	UB REFUND	WATER/SEWER OPERATION	20.38
146336	THOMPSON, STELLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	19.37
146337	THORSEN, SHARON		NON-DEPARTMENTAL	75.75
146338	TREHARNE, SUSAN		NON-DEPARTMENTAL	46.48
146339	TURK, JERRY		NON-DEPARTMENTAL	58.67
146340	VAN DYKE, JANET		NON-DEPARTMENTAL	33.54

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 2/3/2021 TO 2/4/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146340	VAN DYKE, JANET	UTILITY TAX REBATE	UTIL ADMIN	43.29
	VAN DYKE, JANET		UTIL ADMIN	161.39
146341	VANDERPOOL, LULA MAE		NON-DEPARTMENTAL	87.68
146342	VEESENMEYER, WILLIAM		NON-DEPARTMENTAL	78.64
146343	VICKERS, MARIE		NON-DEPARTMENTAL	98.79
146344	WARDEN, KATHLEEN		NON-DEPARTMENTAL	33.85
	WARDEN, KATHLEEN		UTIL ADMIN	43.29
	WARDEN, KATHLEEN		UTIL ADMIN	161.39
146345	WESTERN GRAPHICS	GRAPHICS FOR PATROL CAR	EQUIPMENT RENTAL	4,218.44
146346	WESTERN SYSTEMS	STREET SWEEPER	STREET CLEANING	5,430.22
146347	WHISTLE WORKWEAR	JEANS REPLACEMENTS	GENERAL SERVICES - OVERH	153.14
	WHISTLE WORKWEAR	BOOT REPLACEMENT	GENERAL SERVICES - OVERH	167.98
146348	WHITE CAP CONSTRUCT	DIAMOND BLADE	SIDEWALK MAINTENANCE	131.14
146349	WHITE, WILLIAM	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.87
146350	WHITTALL, CAROL		NON-DEPARTMENTAL	35.25
	WHITTALL, CAROL		UTIL ADMIN	43.29
	WHITTALL, CAROL		UTIL ADMIN	161.39
146351	WILLEY, SHEYENNE	RENTAL FEE REFUND COVID-19	PARKS-RECREATION	125.00
146352	WILSON, JACLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.67
146353	WILSON, TERESA		NON-DEPARTMENTAL	38.93
	WILSON, TERESA		UTIL ADMIN	43.29
	WILSON, TERESA		UTIL ADMIN	161.39
146354	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	53.33
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	59.34
	ZIPLY FIBER	ACCT #3601970339	SEWER LIFT STATION	61.61
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	73.94
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	73.94
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	87.70
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	89.20
	ZIPLY FIBER	ACCT #3606597667	OFFICE OPERATIONS	89.20
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	107.64
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	108.27
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	110.28

**WARRANT TOTAL: 415,263.59**

REASON FOR VOIDS:

INITIATOR ERROR  
 CHECK LOST/DAMAGED  
 UNCLAIMED PROPERTY

CHECK #145710 INITIATOR ERROR (76.47)  
 CHECK #146171 INITIATOR ERROR (78.64)

**415,108.48**

# *Index #7*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 22, 2021**

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 February 10, 2021 claims in the amount of \$604,487.24 paid by EFT transactions and Check No.'s 146355 through 146496.**

**COUNCIL ACTION:**



BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-2**

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 **\$604,487.24 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 146355 THROUGH 146496**, 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 **22<sup>th</sup> DAY OF FEBRUARY 2021.**

\_\_\_\_\_  
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 2/10/2021 TO 2/10/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146355	PREMERA BLUE CROSS	PREMERA CLAIMS	MEDICAL CLAIMS	74,015.70
146356	ALL BATTERY SALES &	WASHER FLUID	ER&R	118.04
146357	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	18.49
	AMAZON CAPITAL		POLICE ADMINISTRATION	26.18
	AMAZON CAPITAL		DETENTION & CORRECTION	31.58
	AMAZON CAPITAL		DETENTION & CORRECTION	43.49
	AMAZON CAPITAL	WIRELESS KEYBOARD/MOUSE	TRANSPORTATION MANAGEM	48.96
	AMAZON CAPITAL	HEADSET	FINANCE-GENL	52.49
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	53.86
	AMAZON CAPITAL		POLICE PATROL	79.44
	AMAZON CAPITAL		POLICE PATROL	117.38
	AMAZON CAPITAL	SPIN MOP REFILL	CUSTODIAL SERVICES	157.52
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	174.56
146358	AMERICAN SPRINKLER C	OPERA SPRINKLER INSTALLATION	NON-DEPARTMENTAL	11,285.23
146359	ANDERSON, SCOTT D	UTILITY TAX REBATE	NON-DEPARTMENTAL	12.06
146360	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.56
146361	ARCHIVE SOCIAL	ARCHIVE SOCIAL ANNUAL RENEWAL	COMPUTER SERVICES	7,188.00
146362	BEEMAN, LISA	UB REFUND	WATER/SEWER OPERATION	218.19
146363	BICKFORD FORD	POLICE INTERCEPTOR	EQUIPMENT RENTAL	50,436.53
146364	BIO CLEAN, INC	VEHICLE CLEANING	POLICE PATROL	322.44
146365	BLUE MARBLE ENV	RECYCLING PROJECT	SOLID WASTE OPERATIONS	3,279.90
146366	BORJA, CHARISSA	UB REFUND	WATER/SEWER OPERATION	21.56
146367	BOYD, RAE	NURSE CONTRACT SERVICES	DETENTION & CORRECTION	1,230.00
146368	BUHR, M.E.	UTILITY TAX REBATE	NON-DEPARTMENTAL	77.67
146369	CANNON, LLOYD & PATR	UB REFUND 14821 SMOKEY PT BLVD MARYSVILLE	WATER/SEWER OPERATION	24.05
	CANNON, LLOYD & PATR		WATER/SEWER OPERATION	89.66
146370	CERUTI, PAT	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.72
	CERUTI, PAT		UTIL ADMIN	43.29
	CERUTI, PAT		UTIL ADMIN	161.39
146371	COASTAL FARM & HOME	UNIFORM REPLACEMENT	UTIL ADMIN	174.86
	COASTAL FARM & HOME		UTIL ADMIN	358.45
146372	COLLINSON, GLENN L.	UTILITY TAX REBATE	NON-DEPARTMENTAL	102.06
146373	COOP SUPPLY	WOOD POSTS	PARK & RECREATION FAC	72.07
146374	COPIERS NORTHWEST	PRINTER CHARGES	COMMUNITY CENTER	67.75
	COPIERS NORTHWEST		PROPERTY TASK FORCE	163.05
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		PROBATION	176.25
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		GENERAL SERVICES - OVERH	202.22
	COPIERS NORTHWEST		LEGAL - PROSECUTION	271.40
	COPIERS NORTHWEST		ENGR-GENL	283.53
	COPIERS NORTHWEST		WASTE WATER TREATMENT F	322.97
	COPIERS NORTHWEST		EXECUTIVE ADMIN	324.21
	COPIERS NORTHWEST		PARK & RECREATION FAC	422.81
	COPIERS NORTHWEST		MUNICIPAL COURTS	593.23
	COPIERS NORTHWEST		DETENTION & CORRECTION	631.47
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATIO	641.84
	COPIERS NORTHWEST		POLICE INVESTIGATION	677.68
	COPIERS NORTHWEST		UTIL ADMIN	862.58
	COPIERS NORTHWEST		POLICE PATROL	1,018.77
	COPIERS NORTHWEST		COMMUNITY DEVELOPMENT-	1,507.37
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,316.25
146375	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,337.67
146376	COUNSELLOR, LORRAINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.36
146377	CRIMINAL JUSTICE	TRAINING	POLICE TRAINING-FIREARMS	600.00
146378	D R HORTON	REFUND	COMMUNITY DEVELOPMENT	5,600.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/10/2021 TO 2/10/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146379	DATA QUEST LLC	BACKGROUND CHECK	POLICE ADMINISTRATION	50.00
146380	DELL	DELL DOCKING STATION	TRANSPORTATION MANAGEM	290.73
146381	DICKS TOWING	TOWING	POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	77.47
	DICKS TOWING		POLICE PATROL	965.12
146382	DIDAROV, VITALIY	UB REFUND	WATER/SEWER OPERATION	77.40
146383	DIXON, ROLLAND	UTILITY TAX REBATE	UTIL ADMIN	43.29
	DIXON, ROLLAND		NON-DEPARTMENTAL	84.48
	DIXON, ROLLAND		UTIL ADMIN	205.27
146384	DK SYSTEMS, INC.	QUARTERLY HVAC	SOURCE OF SUPPLY	109.85
	DK SYSTEMS, INC.	RECORDS VAULT LABOR	CITY HALL	248.66
	DK SYSTEMS, INC.	QUARTERLY HVAC	SUNNYSIDE FILTRATION PLAI	261.23
	DK SYSTEMS, INC.		OPERA HOUSE	288.01
	DK SYSTEMS, INC.	FREEZE STAT LABOR	PUBLIC SAFETY BLDG	294.02
	DK SYSTEMS, INC.	QUARTERLY HVAC	COMMUNITY CENTER	321.34
	DK SYSTEMS, INC.		WATER FILTRATION PLANT	625.20
	DK SYSTEMS, INC.		MAINT OF GENL PLANT	668.92
	DK SYSTEMS, INC.	RECORDS VAULT	CITY HALL	705.60
	DK SYSTEMS, INC.	QUARTERLY HVAC	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 F	1,365.16
	DK SYSTEMS, INC.		PUBLIC SAFETY BLDG	1,505.61
	DK SYSTEMS, INC.	BLOWER REPLACEMENT	PUBLIC SAFETY BLDG	1,649.19
146385	DOBBS PETERBILT	RELAY VALVE	ER&R	485.59
	DOBBS PETERBILT	EXHAUST KIT	ER&R	1,596.11
146386	DOWNING, TIMOTHY & D	UB REFUND	WATER/SEWER OPERATION	62.31
146387	DUPRE, ROBERTA	UTILITY TAX REBATE	UTIL ADMIN	43.29
	DUPRE, ROBERTA		NON-DEPARTMENTAL	69.52
	DUPRE, ROBERTA		UTIL ADMIN	161.39
146388	DURHAM, GLENNIS		NON-DEPARTMENTAL	45.38
146389	E&E LUMBER	ROW TRAILER	ROADSIDE VEGETATION	5.10
	E&E LUMBER	ACCENT LEVER	MAINT OF GENL PLANT	37.72
	E&E LUMBER	SCRAPERS	WASTE WATER TREATMENT F	39.30
	E&E LUMBER	ROW TRAILER	ROADSIDE VEGETATION	177.38
	E&E LUMBER	ROW TRAILER DECK	ROADSIDE VEGETATION	270.48
146390	EDWARDS, ATHENA	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.55
146391	ELLINGSON, ROBY		NON-DEPARTMENTAL	30.88
146392	ENVIRO-CLEAN EQUIP	DIAGNOSE HOSE REEL	EQUIPMENT RENTAL	698.43
146393	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	237.83
146394	EVERETT, CITY OF	VET FEES	COMMUNITY SERVICES UNIT	66.00
	EVERETT, CITY OF	SHELTER FEES	COMMUNITY SERVICES UNIT	1,435.00
146395	EVERGREEN RURAL WATE	LOGICAL MATH	UTIL ADMIN	185.00
	EVERGREEN RURAL WATE	PROGRAM TUNE UP	UTIL ADMIN	185.00
146396	EWING IRRIGATION	BARRIER	ROADSIDE VEGETATION	1,217.77
146397	FARARA, CHERI	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.85
146398	FLAUGH, JUSTIN	UB REFUND	WATER/SEWER OPERATION	27.88
146399	FRANCOTYP-POSTALIA	POSTAGE METER	LEGAL - PROSECUTION	26.77
	FRANCOTYP-POSTALIA		CITY CLERK	26.78
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	26.78
	FRANCOTYP-POSTALIA		FINANCE-GENL	26.78
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATIOI	26.78
	FRANCOTYP-POSTALIA		UTILITY BILLING	26.78
	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	COMMUNITY DEVELOPMENT-	109.84
	FRANCOTYP-POSTALIA		UTIL ADMIN	109.85
146400	GEOTEST SERVICES INC	PAYMENT APPLICATION #11	CAPITAL EXPENDITURES	23,005.94

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/10/2021 TO 2/10/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146401	GOVERNMENT SOCIAL	CONFERENCE REGISTRATION	EXECUTIVE ADMIN	598.00
146402	GRAINGER	BATTERIES	STORM DRAINAGE	102.69
146403	GRANITE CONST	TONS CSS	ROADWAY MAINTENANCE	259.35
	GRANITE CONST	TON OF HMA	ROADWAY MAINTENANCE	531.00
146404	HARBOR MARINE MAINT.	CIRCUIT BREAKERS	EQUIPMENT RENTAL	126.48
146405	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	14,276.63
146406	HEALTH, DEPT OF	OPERATING PERMIT/CERTIFICATE	UTIL ADMIN	30,130.50
146407	HENNING, LEANNE	UB REFUND	WATER/SEWER OPERATION	166.41
146408	HOEPPNER JR, PHITSAM		WATER/SEWER OPERATION	208.65
146409	JELLISON, MICHAEL		WATER/SEWER OPERATION	235.02
146410	JOHNSON, ELIZABETH	UTILITY TAX REBATE	NON-DEPARTMENTAL	113.42
146411	JONES, BONICE		NON-DEPARTMENTAL	31.12
	JONES, BONICE		UTIL ADMIN	43.29
	JONES, BONICE		UTIL ADMIN	161.39
146412	KENWORTH NORTHWEST	FRONT ENGINE MOUNT	EQUIPMENT RENTAL	4,236.94
146413	KILGORE, JUDITH	UTILITY TAX REBATE	NON-DEPARTMENTAL	22.62
146414	KLAUS, BERNADETTE		NON-DEPARTMENTAL	80.57
146415	LASTING IMPRESSIONS	UNIFORM SCAIRPON	POLICE ADMINISTRATION	168.72
146416	LEBOW, LINDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.72
146417	LENNAR NORTHWEST INC	UB REFUND 8015 35TH ST NE 98270	WATER/SEWER OPERATION	163.32
146418	LENNAR NORTHWEST INC	UB REFUND 8303 39TH ST NE 98270	GARBAGE	265.03
146419	LGI HOMES WASHINGTON	UB REFUND 8322 58TH PL NE 98270	WATER/SEWER OPERATION	25.00
146420	LGI HOMES WASHINGTON	UB REFUND 5825 84TH DR NE 98270	WATER/SEWER OPERATION	25.00
146421	LGI HOMES WASHINGTON	UB REFUND 8304 58TH PL NE 98270	WATER/SEWER OPERATION	25.00
146422	LGI HOMES WASHINGTON	UB REFUND 8332 58TH PL NE 98270	WATER/SEWER OPERATION	50.00
146423	LGI HOMES WASHINGTON	UB REFUND 5837 84TH DR NE 98270	WATER/SEWER OPERATION	50.00
146424	LGI HOMES WASHINGTON	UB REFUND 8310 58TH PL NE 98270	WATER/SEWER OPERATION	50.00
146425	LGI HOMES WASHINGTON	UB REFUND 8316 58TH PL NE 98270	WATER/SEWER OPERATION	50.00
146426	MACNAULAY, DEBORAH	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.16
146427	MANSFIELD, JERRY & L	UB REFUND	WATER/SEWER OPERATION	287.10
146428	MARTENSON, CAROLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.82
	MARTENSON, CAROLYN		UTIL ADMIN	43.29
	MARTENSON, CAROLYN		UTIL ADMIN	161.39
146429	MARYSVILLE PRINTING	PRINTING SERVICES	POLICE TRAINING-FIREARMS	68.53
	MARYSVILLE PRINTING	PRINTING SERVICE	POLICE PATROL	145.26
	MARYSVILLE PRINTING	PRINTING SERVICES	POLICE PATROL	245.27
146430	MARYSVILLE, CITY OF	UTILITY SERVICE 4123 71ST ST NE	SUNNYSIDE FILTRATION PLAI	115.04
	MARYSVILLE, CITY OF	UTILITY SERVICE 8501 SOPER HILL RD	NON-DEPARTMENTAL	223.46
146431	MCCLAIN, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	95.55
146432	MCLOUGHLIN & EARDLEY	LINEAR STROBE	ER&R	344.30
	MCLOUGHLIN & EARDLEY	SPOTLIGHT	ER&R	421.74
146433	MICHOLSON, JOHN	UB REFUND	WATER/SEWER OPERATION	213.84
146434	MOUNTAIN MIST	WATER COOLER	SOLID WASTE OPERATIONS	21.02
	MOUNTAIN MIST		SEWER MAIN COLLECTION	21.02
	MOUNTAIN MIST		WASTE WATER TREATMENT F	21.03
146435	MOX, BETTY	UTILITY TAX REBATE	UTIL ADMIN	43.29
	MOX, BETTY		UTIL ADMIN	205.27
146436	NAPA AUTO PARTS	OIL FILTERS	EQUIPMENT RENTAL	3.12
	NAPA AUTO PARTS	LIGHTS	ER&R	12.37
	NAPA AUTO PARTS		ER&R	37.12
	NAPA AUTO PARTS	THERMOSTAT	EQUIPMENT RENTAL	41.52
	NAPA AUTO PARTS	BULBS	EQUIPMENT RENTAL	109.90
	NAPA AUTO PARTS	FILTERS	ER&R	285.38
146437	NAYAYA, SULE	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.44
146438	NEHRING, JON	ROTARY MEMBERSHIP DUES	NON-DEPARTMENTAL	135.00
146439	NIOA	MEMBERSHIP DUES	NON-DEPARTMENTAL	80.00
146440	NORTH SOUND HOSE	FITTINGS	SNOW & ICE REMOVAL	10.64
	NORTH SOUND HOSE		SNOW & ICE REMOVAL	16.16

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/10/2021 TO 2/10/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146441	NUBER, CLARK PS	PROFESSIONAL SERVICE	FINANCE-GENL	11,293.50
146442	NW MOBILE FLAGGING	FLAGGER CERTIFICATION	UTIL ADMIN	65.00
	NW MOBILE FLAGGING		UTIL ADMIN	260.00
146443	O'KELLY, BETTY	UTILITY TAX REBATE	UTIL ADMIN	21.65
	O'KELLY, BETTY		UTIL ADMIN	80.70
146444	OFFICE DEPOT	OFFICE SUPPLIES	SOLID WASTE OPERATIONS	13.44
	OFFICE DEPOT		WASTE WATER TREATMENT F	38.24
	OFFICE DEPOT		POLICE PATROL	49.49
	OFFICE DEPOT	WHITE BOARD	OFFICE OPERATIONS	84.04
	OFFICE DEPOT	HEADPHONES	PRO ACT TEAM	111.44
	OFFICE DEPOT	OFFICE SUPPLIES	WASTE WATER TREATMENT F	113.97
146445	OREILLY AUTO PARTS	HEATER CORE	EQUIPMENT RENTAL	26.26
146446	OTTO, MARITA	UTILITY TAX REBATE	UTIL ADMIN	21.65
	OTTO, MARITA		NON-DEPARTMENTAL	48.61
	OTTO, MARITA		UTIL ADMIN	80.70
146447	OVERTON SAFETY TRAIN	PLATFORM TRAINING	FACILITY MAINTENANCE	98.68
	OVERTON SAFETY TRAIN		ENGR-GENL	185.00
	OVERTON SAFETY TRAIN		PARK & RECREATION FAC	370.00
	OVERTON SAFETY TRAIN		UTIL ADMIN	394.74
	OVERTON SAFETY TRAIN		COMPUTER SERVICES	462.50
	OVERTON SAFETY TRAIN		TRAINING	592.11
	OVERTON SAFETY TRAIN		UTIL ADMIN	789.47
	OVERTON SAFETY TRAIN		TRAINING	832.50
146448	PACIFIC POWER BATTER	BATTERIES	PUBLIC SAFETY BLDG	20.29
	PACIFIC POWER BATTER		SEWER LIFT STATION	44.44
146449	PACK, JOANN	UTILITY TAX REBATE	UTIL ADMIN	43.29
	PACK, JOANN		NON-DEPARTMENTAL	59.72
	PACK, JOANN		UTIL ADMIN	161.39
146450	PARAMETRIX	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	53,672.70
146451	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	71.40
	PEACE OF MIND		CITY CLERK	78.20
146452	PENDLETON, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	9.22
146453	PHILIO, SHELLY	UB REFUND	WATER/SEWER OPERATION	9.07
146454	PILCHUCK RENTALS	RIM SPROCKET	PARK & RECREATION FAC	159.22
	PILCHUCK RENTALS	HEDGE TRIMMER	ROADSIDE VEGETATION	480.91
146455	PLATT ELECTRIC	BULBS	UTIL ADMIN	102.20
146456	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.63
	POLICE & SHERIFFS PR		POLICE PATROL	19.18
146457	POSTAL SERVICE	RENEWAL OF PERMIT #80	RECREATION SERVICES	245.00
146458	PUD	ACCT #205026479	STREET LIGHTING	1.41
	PUD	ACCT #204584361	STREET LIGHTING	2.02
	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #200998532	PARK & RECREATION FAC	17.58
	PUD	ACCT #202791166	PUMPING PLANT	18.60
	PUD	ACCT #204933311	PUMPING PLANT	19.84
	PUD	ACCT #202012589	PARK & RECREATION FAC	20.63
	PUD	ACCT #201380995	PUMPING PLANT	25.39
	PUD	ACCT #221100092	GMA - STREET	26.69
	PUD	ACCT #205026479	STREET LIGHTING	28.26
	PUD	ACCT #202476438	SEWER LIFT STATION	32.33
	PUD	ACCT #201610185	TRANSPORTATION MANAGEM	33.23
	PUD	ACCT #200650745	TRANSPORTATION MANAGEM	39.64
	PUD	ACCT #204584361	STREET LIGHTING	40.40
	PUD	ACCT #202499489	COMMUNITY EVENTS	41.71
	PUD	ACCT #201672136	SEWER LIFT STATION	44.23
	PUD	ACCT #202694337	TRANSPORTATION MANAGEM	46.09
	PUD	ACCT #201670890	TRANSPORTATION MANAGEM	48.90
	PUD	ACCT #202368536	TRANSPORTATION MANAGEM	50.16

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/10/2021 TO 2/10/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146458	PUD	ACCT #202140489	TRANSPORTATION MANAGEM	52.71
	PUD	ACCT #203005160	STREET LIGHTING	53.24
	PUD	ACCT #202102190	TRANSPORTATION MANAGEM	54.76
	PUD	ACCT #201668043	PARK & RECREATION FAC	60.71
	PUD	ACCT #202183679	TRANSPORTATION MANAGEM	62.45
	PUD	ACCT #202463543	SEWER LIFT STATION	62.70
	PUD	ACCT #220153100	TRANSPORTATION MANAGEM	66.39
	PUD	ACCT #200571842	TRANSPORTATION MANAGEM	74.73
	PUD	ACCT #200827277	TRANSPORTATION MANAGEM	74.85
	PUD	ACCT #200800704	STREET LIGHTING	75.86
	PUD	ACCT #200869303	TRANSPORTATION MANAGEM	82.10
	PUD	ACCT #220298624	STREET LIGHTING	85.88
	PUD	ACCT #220792733	STREET LIGHTING	88.15
	PUD	ACCT #202143111	TRANSPORTATION MANAGEM	98.20
	PUD	ACCT #200790061	PARK & RECREATION FAC	111.47
	PUD	ACCT #202576112	STREET LIGHTING	122.38
	PUD	ACCT #203231006	TRANSPORTATION MANAGEM	139.49
	PUD	ACCT #202557450	STREET LIGHTING	141.96
	PUD	ACCT #200084036	TRANSPORTATION MANAGEM	143.36
	PUD	ACCT #202490637	SEWER LIFT STATION	146.92
	PUD	ACCT #220761803	OPERA HOUSE	161.14
	PUD	ACCT #202689105	WASTE WATER TREATMENT F	163.53
	PUD	ACCT #202572327	STREET LIGHTING	174.73
	PUD	ACCT #220731285	STREET LIGHTING	199.77
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #202030078	TRANSPORTATION MANAGEM	222.20
	PUD	ACCT #202604203	STREET LIGHTING	222.90
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	252.83
	PUD	ACCT #220761175	OPERA HOUSE	264.61
	PUD	ACCT #203223458	PARK & RECREATION FAC	265.93
	PUD	ACCT #200084150	TRANSPORTATION MANAGEM	369.52
	PUD	ACCT #201021607	PARK & RECREATION FAC	428.21
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	441.98
	PUD	ACCT #200070449	TRANSPORTATION MANAGEM	558.93
	PUD	ACCT #201639630	GOLF ADMINISTRATION	793.35
	PUD	ACCT #202882098	STREET LIGHTING	1,079.87
	PUD	ACCT #200586485	SEWER LIFT STATION	1,137.67
	PUD	ACCT #202576112	STREET LIGHTING	2,447.58
	PUD	ACCT #202604203	STREET LIGHTING	4,181.45
	PUD	ACCT #202882098	STREET LIGHTING	21,597.30
146459	RASMUSSEN, DOLORES	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.24
146460	ROBERT LOE & ASSOC	PUBLIC INVESTIGATOR REVIEW	MUNICIPAL COURTS	935.00
146461	ROY ROBINSON	FAN FOR MOTOR	EQUIPMENT RENTAL	235.43
146462	RUSSELL, VICTORIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	64.17
146463	SAPP, BRANDON & DESI	UB REFUND	WATER/SEWER OPERATION	29.43
146464	SCHMIDT, WILMA	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.15
	SCHMIDT, WILMA		UTIL ADMIN	43.29
	SCHMIDT, WILMA		UTIL ADMIN	161.39
146465	SENYITKO, ELSIE		NON-DEPARTMENTAL	83.76
146466	SHRED-IT US	PAPER SHRED	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		UTILITY BILLING	5.54
	SHRED-IT US		CITY CLERK	5.55
146467	SMITH, BETTYLOU	UTILITY TAX REBATE	UTIL ADMIN	43.29
	SMITH, BETTYLOU		NON-DEPARTMENTAL	49.29
	SMITH, BETTYLOU		UTIL ADMIN	161.39
146468	SMITH, JIM	UB REFUND	GARBAGE	24.18
146469	SMITH, LEE & LINDA		WATER/SEWER OPERATION	221.82

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/10/2021 TO 2/10/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146470	SMITH, RAY	UTILITY TAX REBATE	NON-DEPARTMENTAL	19.12
	SMITH, RAY		UTIL ADMIN	43.29
	SMITH, RAY		UTIL ADMIN	161.39
146471	SMOKEY POINT CONCRET	DRAIN ROCK	STORM DRAINAGE	313.70
146472	SNAP-ON INCORPORATED	CORDLESS IMPACT GUN	EQUIPMENT RENTAL	136.63
146473	SNO CO TREASURER	MEDICAL	DETENTION & CORRECTION	8,456.60
	SNO CO TREASURER	HOUSING	DETENTION & CORRECTION	53,389.16
146474	SNYDER, JARED & LIND	UB REFUND	WATER/SEWER OPERATION	22.20
146475	SOLID WASTE SYSTEMS	SPRINGS	EQUIPMENT RENTAL	432.39
146476	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	202.72
	SONITROL		SUNNYSIDE FILTRATION PLAT	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT F	576.04
146477	SOUND SAFETY	UNIFORM REPLACEMENT	GENERAL SERVICES - OVERF	288.29
146478	STUNS, BONITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.54
146479	SUPER HAWK CANOPY	RACK INSTALLED	STORM DRAINAGE	163.95
146480	TYLER BUSINESS FORMS	TAX FORMS	GENERAL FUND	-50.59
	TYLER BUSINESS FORMS		FINANCE-GENL	594.56
146481	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	648.47
146482	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	37.32
	UNITED PARCEL SERVIC		POLICE PATROL	80.68
146483	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.36
	VERIZON	AMR LINES	METER READING	291.89
	VERIZON	WIRELESS MODEMS	OFFICE OPERATIONS	480.12
	VERIZON		POLICE PATROL	2,200.67
146484	WA AUDIOLOGY SRVCS	DATA ENTRY	UTIL ADMIN	20.00
	WA AUDIOLOGY SRVCS		POLICE PATROL	20.00
	WA AUDIOLOGY SRVCS	HEARING TESTS	COMMUNITY DEVELOPMENT-	78.32
	WA AUDIOLOGY SRVCS		UTIL ADMIN	78.32
	WA AUDIOLOGY SRVCS		UTILITY LOCATING	78.32
	WA AUDIOLOGY SRVCS		FACILITY MAINTENANCE	78.32
	WA AUDIOLOGY SRVCS		TRAINING	78.32
	WA AUDIOLOGY SRVCS		STORM DRAINAGE	78.32
	WA AUDIOLOGY SRVCS		WASTE WATER TREATMENT F	78.32
	WA AUDIOLOGY SRVCS		ENGR-GENL	78.32
	WA AUDIOLOGY SRVCS	REVIEW DATA AND MANAGEMENT FEE	DETENTION & CORRECTION	91.18
	WA AUDIOLOGY SRVCS		POLICE ADMINISTRATION	91.18
	WA AUDIOLOGY SRVCS		PROPERTY TASK FORCE	182.41
	WA AUDIOLOGY SRVCS	HEARING TESTS	EQUIPMENT RENTAL	234.96
	WA AUDIOLOGY SRVCS	REVIEW DATA AND MANAGEMENT FEE	POLICE PATROL	273.54
	WA AUDIOLOGY SRVCS		POLICE INVESTIGATION	273.54
	WA AUDIOLOGY SRVCS	HEARING TESTS	UTIL ADMIN	391.60
	WA AUDIOLOGY SRVCS	REVIEW DATA AND MANAGEMENT FEE	PRO ACT TEAM	455.90
	WA AUDIOLOGY SRVCS	HEARING TESTS	SOLID WASTE OPERATIONS	469.92
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	3,611.26
146485	WA STATE TREASURER	FORFEITURES/DEFAULTS	DRUG SEIZURE	393.63
146486	WALSER, CHARLES	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.77
146487	WASTE MANAGEMENT	YARD/RECYCLING SERVICE	RECYCLING OPERATION	143,719.16
146488	WATCH SYSTEMS	MAILING	POLICE INVESTIGATION	57.11
146489	WEBB, JOSEPH	UB REFUND	WATER/SEWER OPERATION	5.05
146490	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,179.35

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/10/2021 TO 2/10/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
146491	WHITE CAP CONSTRUCT	ALUMINUM HANDLES	SEWER LIFT STATION	151.41
146492	WOODHULL, TONI	UTILITY TAX REBATE	UTIL ADMIN	43.29
	WOODHULL, TONI		NON-DEPARTMENTAL	48.51
	WOODHULL, TONI		UTIL ADMIN	205.27
146493	WYNNE, ELLEN		NON-DEPARTMENTAL	96.49
146494	ZAZYNSKI, TIMOTHY &	UB REFUND	WATER/SEWER OPERATION	249.55
146495	ZIMBLEMAN, ERVIN	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.12
	ZIMBLEMAN, ERVIN		UTIL ADMIN	43.29
	ZIMBLEMAN, ERVIN		UTIL ADMIN	161.39
146496	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	57.96
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT F	57.96
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	59.34
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	59.49
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	61.32
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION PLAT	67.33
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	81.98

WARRANT TOTAL:

**604,487.24**



# *Index #8*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 22, 2021**

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

<b>RECOMMENDED ACTION:</b> The Finance and Executive Departments recommend City Council approve the February 10, 2021 payroll in the amount \$1,804,018.09, paid by EFT Transactions and Check No.33358 through 33373.
<b>COUNCIL ACTION:</b>

# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 22, 2021**

<b>AGENDA ITEM:</b>	
Community Development Block Grant – Program Year 2021 Annual Action Plan	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Amy Hess, Senior Planner	<i>Allan Giffen</i> , Interim Director
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
1. Citizen Advisory Committee AAP Recommendation 2. PY2021 Annual Action Plan Executive Summary	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

On January 13, 2020, Marysville City Council affirmed the Citizen Advisory Committees (CAC) CDBG Program Year (PY) 2020-2021 funding allocations.

Staff prepared a DRAFT PY2021 AAP that was made available for 30-day public review and comment from December 31, 2020 – February 1, 2021. No public comments related to the AAP have been received as of the date of this hearing. The PY2021 AAP provides specific housing and community development actions in accordance with the adopted 2020-2024 Consolidated Plan. No changes in the approved funding were recommended by the CAC. At this time, the City of Marysville has not received its final funding allocation from the U.S. Department of Housing and Urban Development (HUD). The award amounts listed in Exhibit A are contingent upon the level of funding awarded to the City of Marysville and may be increased or decreased depending on the final CDBG allocation.

On January 6, 2021, the CAC reviewed the Draft PY2021 AAP and made a recommendation to approve as presented. The full PY2021 AAP can be viewed [here](#).

<p><b>RECOMMENDED ACTION:</b>          Staff recommends that Council approve the Program Year 2021 Annual Action Plan, as recommended by the Citizen Advisory Committee, provide a summary of, and response to any comments received during the public hearing into the Program Year 2021 Annual Action Plan, and direct staff to forward Program Year 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development.</p> <p><b>RECOMMENDED MOTION:</b>          I move to authorize the Mayor to sign and execute _____.</p>
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## COMMUNITY DEVELOPMENT DEPARTMENT

80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX

### CDBG - Program Year (PY) 2021 Annual Action Plan Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held a public meeting, on January 6, 2021, in review of Program Year (PY) 2021 Community Development Block Grant (CDBG) Annual Action Plan (AAP), in accordance with the City of Marysville 2020 - 2024 Consolidated Plan (ConPlan) that was approved by the U.S. Department of Housing and Urban Development (HUD), and having provided a notice of 30-day public comment for the DRAFT PY2021 CDBG AAP on December 28, 2020, does hereby enter the following finding, conclusions and recommendation for consideration by the Marysville City Council:

#### **FINDINGS:**

1. The City of Marysville has anticipated receiving approximately \$345,000 in CDBG funding for PY 2020 & 2021, respectively.
2. On September 21, 2019 the Community Development Department released both capital projects and public service grant applications for PY's 2020 & 2021.
3. On December 6, 2019, the CAC recommended three (3) Capital Projects and three (3) Public Service organizations receive funding for PY2021.
4. The DRAFT PY2021 CDBG AAP was made available for public review and comment from December 31, 2020 through February 1, 2021.
5. No public comments were received during the comment period.
6. At this time, the City of Marysville has not received its final funding allocation from the U.S. Department of Housing and Urban Development (HUD). The award amounts listed in Exhibit A are contingent upon the level of funding awarded to the City of Marysville and may be increased or decreased proportionately depending on the final CDBG allocation.
7. On January 6, 2021, the CAC held a virtual meeting to review the Draft PY2021 AAP and make a recommendation to City Council.

#### **CONCLUSIONS:**

At a meeting held on January 6, 2021, the CAC recommended Marysville City Council approve the PY2021 AAP, as presented, adjust award amounts as needed based on actual allocation, and incorporate any comments received as appropriate.

#### **RECOMMENDATION:**

Forwarded to the Marysville City Council as a Recommendation to approve the PY2021 CDBG AAP attached hereto, and authorize the Mayor to execute contracts for the amounts awarded this **2<sup>nd</sup> day of February, 2021**.

By: \_\_\_\_\_  
Greg Kanehen, CAC Chair

## Exhibit A

Organization	Activity	PY2021 CAC Recommendation
<b>CAPITAL PROJECTS (65% minimum)</b>		
Homage Senior Services	Minor Home Repair	\$100,000
City of Marysville PW	Crosswalk Improvement Program	\$81,200
Boys & Girls Club of Snohomish County	Capital Upgrades	\$47,100
<b>TOTAL</b>		<b>\$228,300</b>

Organization	Activity	PY2021 CAC Recommendation
<b>PUBLIC SERVICES (15% maximum)</b>		
Housing Hope	Beachwood Apartments	\$17,500
Homage Senior Services	Meals on Wheels	\$14,700
Interfaith Association NW WA	Miracle House	\$0
Volunteers of America	Maud's House Emergency Women's Shelter	\$0
Domestic Violence Services	Prevention/Education Program	\$0
Marysville Community Food Bank	Food for Thought Backpack Program	\$19,500
<b>TOTAL</b>		<b>\$51,700</b>

Organization	Activity	PY2021 CAC Recommendation
<b>ADMINISTRATION (20% maximum)</b>		
City of Marysville	Planning and Administration	\$65,000
<b>PY2021 Anticipated Allocation</b>		<b>\$345,000</b>

# Program Year 2021 DRAFT Annual Action Plan

## Executive Summary

### City of Marysville

Community Development Department  
80 Columbia Avenue  
Marysville, WA 98270  
360.363.8100  
[marysvillewa.gov](http://marysvillewa.gov)



## ***Executive Summary***

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described in the Strategic Plan.

## ***Evaluation of past performance***

There has been great success in assisting underserved populations with household repairs and chores, which enables them to retain their independence and remain in their homes. Over 100 individuals benefit annually from the Community Development Block Grant Funds (CDBG) funds allocated to the agencies that provide minor home repair and chore services to low-income seniors and disabled persons. The agencies are providing a much-needed service and acting in a timely manner.

Another need that has been served by the allocation of CDBG funds has been assistance to homeless and at risk of homelessness individuals and families. For each of the Program Years that have been completed, 70 individuals (20 families) had access to transitional housing as well as supportive services to aid them in moving towards securing permanent housing.

The Marysville Food Bank Backpack program was very successful in providing nutritious meals to low income children throughout the City. This need was exacerbated by the COVID-19 pandemic and the subrecipient was able to adapt and provide meals to children even under challenging circumstances. With CDBG funds, the program was able to expand from only Elementary schools to all of the middle and high schools within the City, providing nearly 600 meals. A service that provides low-income senior and disabled adults with nutritious meals at their homes, alleviating the stress and health issues associated with food insecurity, has exceeded its goals in the past years. This need has also increased dramatically due to the pandemic.

Capital projects throughout the City, including park and sidewalk improvements, and improvements to local facilities such as the Boys and Girls Club, have been completed. These projects improve access to improved facilities for low-moderate income individuals.

## ***Annual Action Plan Activities***

The biennial grant application release was completed in September of 2019. The Citizen Advisory Committee (CAC) held a public meeting allowing each applicant to present their proposed projects, to evaluate each application in accordance with the scoring criteria outlined in the capital project and public service applications, and make a funding recommendation to City Council for both the 2020 and 2021 Program Years.



The following activities were awarded PY2021 funds and are included in the 2021 Annual Action Plan (AAP):

Organization	Activity	PY2021 CAC Recommendation
<b>CAPITAL PROJECTS (65% minimum)</b>		
Homage Senior Services	Minor Home Repair	\$100,000
City of Marysville PW	Crosswalk Improvement Program	\$81,200
Boys & Girls Club of Snohomish County	Capital Upgrades	\$47,100
<b>TOTAL</b>		<b>\$228,300</b>

Organization	Activity	PY2021 CAC Recommendation
<b>PUBLIC SERVICES (15% maximum)</b>		
Housing Hope	Beachwood Apartments	\$17,500
Homage Senior Services	Meals on Wheels	\$14,700
Interfaith Association NW WA	Miracle House	\$0
Volunteers of America	Maud's House Emergency Women's Shelter	\$0
Domestic Violence Services	Prevention/Education Program	\$0
Marysville Community Food Bank	Food for Thought Backpack Program	\$19,500
<b>TOTAL</b>		<b>\$51,700</b>

Organization	Activity	PY2021 CAC Recommendation
<b>ADMINISTRATION (20% maximum)</b>		
City of Marysville	Planning and Administration	\$65,000
<b>PY2021 Anticipated Allocation</b>		<b>\$345,000</b>

## ***2020-2024 Strategic Plan***

The five-year strategies and objectives set forth in this Consolidated Plan to help address local priority housing and community development needs are outlined below. The activities allocated PY2021 funds support these strategies and objectives.

<b>Affordable Housing</b>	
Housing Strategy 1 (AHS-1)	Enable homeowners to remain in their homes, primarily benefiting seniors, persons with disabilities, and very low-income persons
Housing Objective 1 (AHO-1)	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities
Housing Objective 2 (AHO-2)	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households
Housing Strategy 2 (AHS-2)	Preserve and increase the affordable housing stock
<b>Homeless</b>	
Homeless Strategy 1 (HMS-1)	Work to reduce and end homelessness
Homeless Objective 1 (HMO-1)	Assist persons at risk of becoming homeless by providing support for homeless prevention programs
Homeless Objective 2 (HMO-2)	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families
Homeless Objective 3 (HMO-3)	Support emergency shelters meeting the needs of homeless Marysville families or runaway youth
<b>Non-homeless Special Needs</b>	
Special Needs Strategy 1 (SNS-1)	Support an environment that allows special needs populations to safely live with dignity and independence
Special Needs Objective 1 (SNO-1)	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence
<b>Community Development</b>	
Community Development Strategy 1 (CDS-1)	Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons
Community Development Strategy 2 (CDS-2)	Promote living wage job creation and retention that benefits low- and moderate-income individuals
Public Facilities Objective 1 (PFO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities

Public Facilities Objective 2 (PFO-2)	Eliminate blighting influences and the deterioration of property and facilities in low- and moderate-income areas by providing funds for rehabilitation
Public Facilities Objective 3 (PFO-3)	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation
Infrastructure Objective 1 (INO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure
Public Services Objective 1 (PSO-1)	Invest in public services concerned with employment, particularly of low- and moderate-income individuals
Public Services Objective 2 (PSO-2)	Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance
Economic Development Objective 1 (EDO-1)	Provide support for the establishment, stabilization, and expansion of small businesses (including micro-businesses) that benefit low- and moderate-income individuals

As the City pursues these strategies and objectives over the next year, the availability of public services for Marysville's low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs, should increase. Continued support for public services should aide in the availability, accessibility, and sustainability, including establishing permanent supportive housing, of a suitable living environment for low- and moderate-income residents. Additional public facility and infrastructure improvements will add to the availability, accessibility and sustainability of a suitable living environment for low-and moderate-income residents.



# **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **Program Year 2021 Annual Action Plan**

### **City Council Approval:**

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270  
<http://marysvillewa.gov> ♦ (360) 363-8100 ♦ Office Hours: Mon – Fri 7:30 AM – 4:00 PM

## Executive Summary

### AP-05 Executive Summary - 91.200(c), 91.220(b)

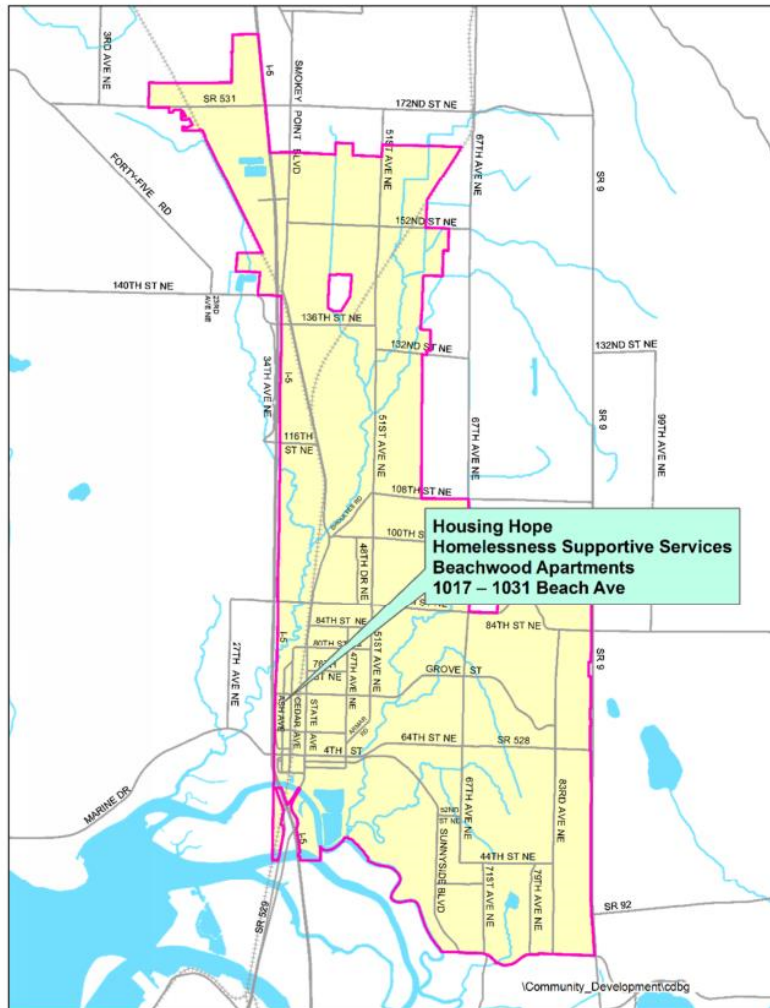
#### 1. Introduction

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

As the City pursues the strategies and objectives outlined in this plan over the next years, the affordability of decent rental and owned housing units for Marysville's low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs, is anticipated to increase. Affordable housing continues to be a challenge in Marysville and Snohomish County as a whole. Continued support for public services should aid in the availability, accessibility, and sustainability of a suitable living environments for low- and moderate-income residents. Increased support for transitional housing and permanent supportive housing should increase the ability of homeless and at risk of homelessness population's transition to permanent housing. Additional public facilities improvements will add to the availability, accessibility and sustainability of a suitable living environment for low-and moderate-income residents. A focus on specific and priority public services should help specified populations in maintaining their residences and independence.

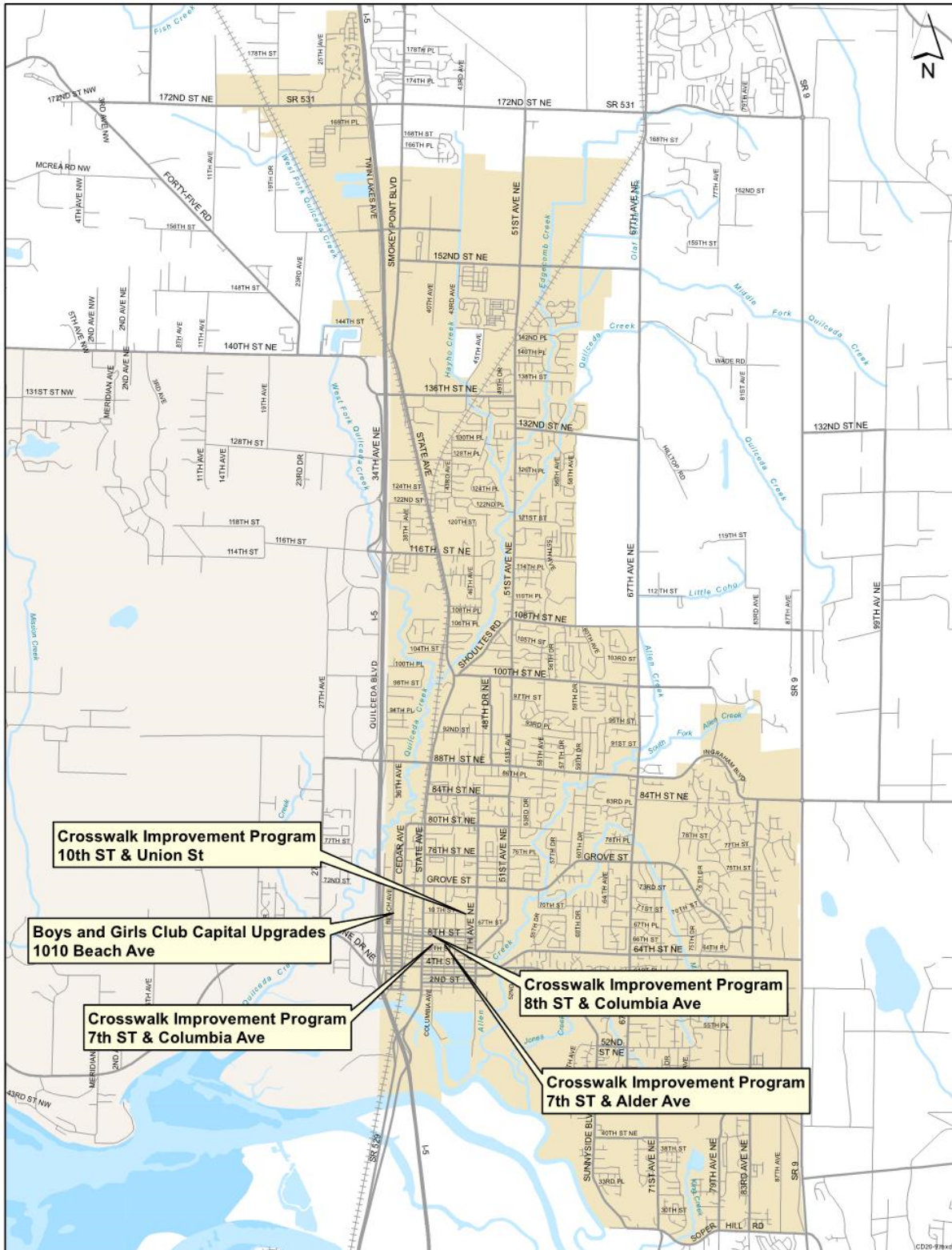
Program Year 2021 – Public Services



**PUBLIC SERVICES LOCATED CITY-WIDE**

- <sup>1</sup>Senior Services Snohomish County – Meals on Wheels
- <sup>2</sup>Marysville Community Food Bank – Backpack Program

**Public Services**



**Capital Projects**

Annual Action Plan  
2021

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

There has been great success in assisting underserved populations with household repairs, which enables them to retain their independence and remain in their homes. Nearly 100 individuals benefited from the CDBG funds allocated to the agencies which provide minor home repair to low-income seniors and disabled persons each program year. The agencies are providing a much-needed service, acting in a timely manner, and addressing an ever growing need in the community.

Another need that has been served by the allocation of CDBG funds has been assistance to homeless and at risk of homelessness individuals and families. For each of the Program Years that have been completed, at least 70 individuals (20 families) had access to transitional housing as well as supportive services to aid them in moving towards securing permanent housing. This program has been very successful and is addressing an ever growing need in the community.

The Marysville Food Bank Backpack program was very successful in providing nutritious meals to low income children throughout the City. With CDBG funds, the program was able to expand from only Elementary schools to all of the middle and high schools within the City. This program has had to adapt due to COVID-19 and the changes to schools, but is still proving to serve a great need. The City funds a program to provide low-income senior and disabled adults with nutritious meals at their homes, and that program reached its expected goal. Over ninety percent of the individuals served reported the meals help them maintain their independence and allow them to continue living at home. The City and agencies have seen a dramatic uptick in the need for home food delivery as a result of the COVID-19 pandemic.

Capital Improvement projects were also completed which improved access to improved facilities, and increased safety for low-moderate income individuals, including addressing gaps in infrastructure in low-moderate income neighborhoods.

Given the positive performance outcomes and, in some cases, exceedance of goals, many of the same programs were selected to receive funding for PY2021. The above mentioned past performances and demonstrated need, helped guide the City in its selection of activities for the upcoming year.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

To ensure that all interested and affected parties have an opportunity to participate in development of the 2021 Action Plan, the City solicited input from citizens and the public and nonprofit agencies that serve them, through public meetings, public hearings, a 30-day public comment period, and general



communications. The City also utilized its social media pages to reach as many citizens and agencies as possible. Public meeting and public hearing comments and written public comments were reviewed and incorporated into the Annual Action Plan as appropriate.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

**7. Summary**

The Annual Action Plan is made available in multiple formats and in multiple locations around the City in an effort to provide options for citizens. In addition, the plan is made available on the City's webpage and a News Bulletin is released in local circulations as well on Social Media and the City's public television channel. The City continually looks for new ways to engage the public in its process.

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MARYSVILLE	
CDBG Administrator	MARYSVILLE	Community Development

Table 1 – Responsible Agencies

### Narrative

The City of Marysville’s Community Development Department is the lead agency responsible for preparing the Consolidated Plan, Annual Action Plan, and for planning, developing, and implementing the CDBG Program. Several key public and nonprofit agencies, as listed in the Annual Action Plan, are expected to administer the programs covered by this plan.

### Consolidated Plan Public Contact Information

City of Marysville  
 Community Development Department  
 80 Columbia Ave.  
 Marysville WA 98270

Amy Hess, Associate Planner  
 360-363-8215  
 ahess@marysvillewa.gov

Chris Holland, Planning Manager

360-363-8207  
cholland@marysvillewa.gov

Annual Action Plan  
2021

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## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The public and low-income housing providers, as well as the governmental planning, health, mental health and service agencies, have close working relationships in Marysville and Snohomish County. Snohomish County Human Services Department is the lead agency for homeless housing and behavioral health activities in our community. The City consults regularly with the local Continuum of Care and also participates in the Partnership to End Homelessness. The City also consults regularly with the Housing Authorities working in Snohomish County. The City collaborates with Snohomish County, the City of Everett, and local Housing Authorities on the compilation of its five-year Consolidated Plan.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

City of Marysville Community Development staff collected quantitative and qualitative data via online research, communications with other agencies, public meetings, public comment periods, and a public hearing to develop the Annual Action Plan. Staff utilized research gathered from surveys issued directly to low- and moderate- income individuals to gain a better understanding of the available resources, changing needs, barriers, and strategies for serving Marysville's low- and moderate-income population. To solicit additional details from all stakeholders, the City held public meetings and a public hearing.

In preparing the Annual Action Plan, staff consulted with a comprehensive group of public and private housing, health, and social services agencies, including those focused on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. Staff also consulted with agencies focused on homeless strategies and resources and lead-based paint hazards, as well as the local public housing authorities and adjacent governments, including those involved with metropolitan-wide planning.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

As part of the HOME Consortium with Snohomish County, City of Marysville's staff participated in the County's process to establish a Continuum of Care strategy. City staff sits on the County's Partnership to End Homelessness Continuum of Care Board. This group has helped to convene a relationship with a major regional medical center to look at respite care/homelessness. It is also working to develop new strategies to identify the changing homeless population and their needs.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City does not directly receive ESG funds. The City has coordinated with Snohomish County Human Services, and the organizations most responsible for using ESG funds and for administering HMIS for service providers who operate in the County. The City has incorporated Snohomish County Continuum of Care Action Plan and Snohomish County Housing and Community Development Consolidated Plan goals, strategies, activities and outcomes in the 2020-2024 Consolidated Plan as well as this Annual Action Plan.

**2. Agencies, groups, organizations and others who participated in the process and consultations**

Table 2 – Agencies, groups, organizations who participated

1	<b>Agency/Group/Organization</b>	Everett Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
2	<b>Agency/Group/Organization</b>	SNOHOMISH COUNTY
	<b>Agency/Group/Organization Type</b>	Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Process coordination
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	One-on-one meetings with County staff to increase coordination of homeless housing activities and ensure general alignment of goals/outcomes.
3	<b>Agency/Group/Organization</b>	City of Everett
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Process coordination
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	One-on-one (virtual) meetings with city staff. Anticipate increased coordination of homeless and housing activities among agencies that receive funding from both Cities as well as the County.

4	<b>Agency/Group/Organization</b>	HOUSING HOPE
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Persons with Disabilities Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Draft plan was sent to agency staff for review and comment. The feedback gives City staff a better understanding of the housing needs within the City.
5	<b>Agency/Group/Organization</b>	SENIOR SERVICES OF SNOHOMISH COUNTY
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Draft Plan was sent to agency for review and feedback. Agency staff attended meetings, provides information about the special needs populations within the City.

6	<b>Agency/Group/Organization</b>	CATHOLIC COMMUNITY SERVICES
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Draft Plan was sent to agency for review and feedback. Agency staff attended meetings, provides information about the special needs populations within the City.
7	<b>Agency/Group/Organization</b>	Marysville-Tulalip Salvation Army
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment



	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Draft plan was sent to the agency for comment. Additionally, the City discussed the needs of homeless populations specific to Marysville that the agency sees on a daily basis and will continue to work with the agency on ways to collaborate to address the needs.
8	<b>Agency/Group/Organization</b>	Everett/Snohomish County Continuum of Care
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Draft Plan sent to agency for review/comment.
9	<b>Agency/Group/Organization</b>	COCOON HOUSE
	<b>Agency/Group/Organization Type</b>	Housing Services-Children Services-homeless Services-Education Services-Employment

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Draft Plan sent to agency for review/comment
10	<b>Agency/Group/Organization</b>	Marysville Community Food Bank
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Draft Plan was sent to agency for review and feedback. Agency staff attended meetings, provides information about the special needs populations within the City.

**Identify any Agency Types not consulted and provide rationale for not consulting**

There is no Community-Based Development Organization (CBDO) or Neighborhood Revitalization Strategy Agency (NRSA) currently.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Snohomish County of Community and Homeless Services	Both plans support projects which provide housing and supportive services to formerly homeless individuals and families and those at risk of homelessness, and assist individuals and families with attaining and sustaining permanent housing as quickly as possible.
Comprehensive Plan	City of Marysville	The comprehensive plan outlines housing affordability targets, expected housing availability, expected population growth, as well as employment targets. These data sets are consulted in development of the strategic plan.

**Table 3 - Other local / regional / federal planning efforts**

### Narrative

**AP-12 Participation - 91.401, 91.105, 91.200(c)**

**1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

The Citizen Participation Process (CPP) is designed especially to encourage participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods, as defined by the City of Marysville. The CPP encourages the participation of all citizens within the City of Marysville, including racially and ethnically diverse populations and non-English speaking persons, as well as persons with disabilities. Feedback from citizens was considered in the City’s goal setting.

Additionally, refer to Snohomish County Consolidated Plan Consultation and Citizen Participation sections as the City worked collaboratively with the County and the City of Everett in the Consultation and Citizen Participation processes. The City's entire Citizen Participation Plan (CPP) can be reviewed upon request. The information will be made available in a format accessible to persons with disabilities, upon request.

Publication of the Draft 2021 Annual Action Plan for a 30-day public review and comment period and additional public hearings provided residents with an additional opportunity to comment. No comments were received during the public comment period or at the public hearing.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community				
2	Internet Outreach	Non-targeted/broad community				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Newspaper Ad	Non-targeted/broad community				
4	Public Hearing	Non-targeted/broad community				

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

The Strategic Plan presents the City of Marysville's priority needs, strategies, and objectives to demonstrate how the City will provide new or improved availability/accessibility, affordability, and sustainability of decent housing, a suitable living environment, and economic opportunities, principally for low- and moderate-income residents. The Strategic Plan will be in effect from July 1, 2020 through June 30, 2024.

The City adopted Ordinance 3144, in accordance with HB 1406, creating the affordable and supportive housing sales tax credit fund. It is anticipated that implementation of this fund will generate approximately \$90,000 annually for acquiring, rehabilitating, or construction of affordable housing. Funds may also be utilized for the operations and maintenance costs of new units of affordable or supportive housing, or providing rental assistance to tenants. The program will allow the sales tax credit for the afore mentioned uses for a period of 20 years.

CDBG funds will be targeted to activities benefiting the block groups where at least 51% of the residents have income at or below 80% of the

median income, as defined by HUD. The investment of CDBG funds will be based on whether an activity meets all of the following criteria:

- Meets a national objective
- Meets a CDBG objective
- Is an eligible activity according to CDBG entitlement program guidelines
- Is consistent with the priorities and objectives of this plan

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	345,000	0	0	345,000	1,300,000	The City anticipates receiving approximately \$345,000 for each of the remaining years in the Con Plan to be used for used for admin/planning, housing, public facilities, public services

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Federal funds the City receives through the Community Development Block Grant (CDBG) are used to leverage other federal, state, local and private resources to meet housing and community development needs. While matching funds are not currently required for the City’s CDBG

program, the City anticipates that most major projects will be funded primarily through non-CDBG resources. In previous years, CDBG funds have been used to fill funding gaps in projects.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

N/A

**Discussion**



## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing	2020	2024	Affordable Housing Public Housing Non-Homeless Special Needs	City of Marysville	Housing Non-homeless Special Needs	CDBG: \$100,000	Homeowner Housing Rehabilitated: 75 Household Housing Unit
2	Homelessness	2020	2024	Homeless		Homelessness Housing Non-homeless Special Needs	CDBG: \$17,500	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted
3	Planning and Administration	2020	2024	Planning and Administration		Homelessness Housing Non-homeless Special Needs Non-housing Community Development	CDBG: \$65,000	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Community Development	2020	2024	Non-Housing Community Development	Downtown Marysville City of Marysville	Non-housing Community Development	CDBG: \$128,300	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 630 Households Assisted
5	Non-homeless Special Needs	2020	2024	Non-Homeless Special Needs	Downtown Marysville City of Marysville	Non-homeless Special Needs	CDBG: \$34,200	Public service activities other than Low/Moderate Income Housing Benefit: 670 Persons Assisted

Table 6 – Goals Summary

### Goal Descriptions

1	<b>Goal Name</b>	Housing
	<b>Goal Description</b>	Using the available CDBG funds, the City proposes assisting approximately 75 senior and special needs households with affordable housing through activities that rehabilitate existing units and assist homeowners with everyday chores allowing them to stay in their homes.  The City will continue to support HASCO’s strategy as described in the Strategic Plan.

2	<b>Goal Name</b>	Homelessness
	<b>Goal Description</b>	Provide affordable housing and comprehensive services to individuals and families experiencing or at-risk of homelessness. The goal is to assist homeless in transitioning from shelter to housing. This would include addressing the needs related to homelessness.
3	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.
4	<b>Goal Name</b>	Community Development
	<b>Goal Description</b>	Using the available CDBG funds, the City proposes assisting individuals by promoting a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons. Funds will also be used to improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities.
5	<b>Goal Name</b>	Non-homeless Special Needs
	<b>Goal Description</b>	Provide services to low income seniors and disabled adults allowing them to preserve their independence and provide a safe living environment. Services providing meals to low-income senior citizens, disabled adults, and low-income school aged children.

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The City of Marysville anticipates it will receive \$345,000 in federal funding for the 2021 program year under the CDBG program. The City anticipates that these funds will help leverage funding from other public and private resources.

Capital projects will include activities related to housing, rehabilitation, public facilities, and infrastructure. Public services will include services that meet the needs of homeless and special needs populations, specifically seniors, persons with disabilities, as well as services that address hunger. Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.

#	Project Name
1	PY2021 - CDBG Planning and Administration
2	PY2021 - Non-homeless Special Needs
3	PY2021 - Affordable Housing
4	PY2021 - Infrastructure
5	PY2021 - Homeless Housing and Supportive Services
6	PY2021 - Public Facilities

**Table 7 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Assistance will be primarily directed to the City's areas with a majority of low- and moderate-income residents and concentrations of racial and ethnic diversity, as identified in the 2020-2024 Consolidated Plan.

Allocation priorities and investments for the 2021 program year were informed by the priority needs identified in the citizen and consultation processes and general research, as well as the potential for providing the greatest benefit, considering the limited amount of funding available, while meeting CDBG Program requirements.

The greatest obstacle to meeting underserved needs is expected to be the availability of adequate financial resources to keep pace with demand, particularly related to affordable housing and services for the growing senior population, persons with disabilities, growing homeless population with mental health and chemical dependency issues, and low- and moderate-income populations.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	PY2021 - CDBG Planning and Administration
	<b>Target Area</b>	City of Marysville
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Housing Homelessness Non-homeless Special Needs Non-housing Community Development
	<b>Funding</b>	CDBG: \$65,000
	<b>Description</b>	Provides support for planning and administration of CDBG Program
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Planning and administration of the CDBG program.
2	<b>Project Name</b>	PY2021 - Non-homeless Special Needs
	<b>Target Area</b>	City of Marysville
	<b>Goals Supported</b>	Housing Non-homeless Special Needs

	<b>Needs Addressed</b>	Housing Non-homeless Special Needs
	<b>Funding</b>	CDBG: \$34,200
	<b>Description</b>	Provide services and assistance to elderly and functionally disabled adults at risk of losing their independence or becoming homeless. Homage Senior Services was awarded \$14,700 for the Meals on Wheels program; and Marysville Community Food Bank was awarded \$19,500 for the Food for Thought Backpack program providing meals for low-income students.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Provide services and assistance to elderly and functionally disabled adults at risk of losing their independence or becoming homeless. Homage Senior Services was awarded \$14,700 for the Meals on Wheels program; and Marysville Community Food Bank was awarded \$19,500 for the Food for Thought Backpack program providing meals for low-income students.
<b>3</b>	<b>Project Name</b>	PY2021 - Affordable Housing
	<b>Target Area</b>	City of Marysville
	<b>Goals Supported</b>	Housing Non-homeless Special Needs
	<b>Needs Addressed</b>	Housing Non-homeless Special Needs
	<b>Funding</b>	CDBG: \$100,000

	<b>Description</b>	Provide assistance for improving the safety and accessibility of housing units that benefit low-income seniors and persons with physical or developmental disabilities.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Provide assistance for improving the safety and accessibility of housing units that benefit low-income seniors and persons with physical or developmental disabilities.
<b>4</b>	<b>Project Name</b>	PY2021 - Infrastructure
	<b>Target Area</b>	Downtown Marysville
	<b>Goals Supported</b>	Community Development
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$81,200
	<b>Description</b>	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	

	<b>Planned Activities</b>	Install rectangular rapid flashing beacons (RRFB's) at several high trafficked crosswalks in low-moderate income neighborhoods.
5	<b>Project Name</b>	PY2021 - Homeless Housing and Supportive Services
	<b>Target Area</b>	Downtown Marysville
	<b>Goals Supported</b>	Housing Homelessness
	<b>Needs Addressed</b>	Housing Homelessness
	<b>Funding</b>	CDBG: \$17,500
	<b>Description</b>	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Provide affordable housing and comprehensive services to individuals and families experiencing or at risk of homelessness. Services include case management, adult education and employment training, parent education and support, life skills training, childcare, and supported access to critical community services such as public benefits, mental health and substance abuse treatment. The project will serve 20 families (75 individuals), living at the Beachwood Apartment complex.



<b>6</b>	<b>Project Name</b>	PY2021 - Public Facilities
	<b>Target Area</b>	City of Marysville
	<b>Goals Supported</b>	Community Development
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$47,100
	<b>Description</b>	Improve the safety and livability of low- and moderate-income neighborhoods by increasing access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Provide numerous upgrades to an existing public facility.

## AP-50 Geographic Distribution - 91.420, 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Nineteen percent of the PY2021 funds will be directed to public facilities and public services in the downtown area. The remaining funds are not directed to any specific target area, but are utilized citywide, including many areas which are low-moderate income.

### Geographic Distribution

Target Area	Percentage of Funds
Downtown Marysville	19
City of Marysville	81

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The projects that have been targeted in specific neighborhoods/tracts reflect the priority to encourage activities to locate where they are most effective and efficient. One of the capital projects has locales within the Downtown area; however, there is no way to determine the income level of all users, therefore, the estimated 2,500 individuals it will serve was not included in the above estimated percentage of funds.

### Discussion

Public service and capital projects serve resident throughout the City that are low-moderate income. Because these are Citywide activities, it is sometimes difficult to anticipate what specific geographic areas are being benefitted. Past performance of these projects has demonstrated that there is an incredible need for these services; one which continues to grow.

## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

This section provides a brief summary of the actions the City will take during the upcoming year to reduce public policy barriers that may exist for affordable housing and residential development. While the primary factors driving the cost of housing are not within the control of the City, barriers may exist when the cost of housing or the incentive to develop, maintain, or improve affordable housing are negatively affected by public policies of the jurisdiction. Public policies include tax policies affecting land and other policies, land use controls, zoning ordinances, building codes, fees and charges, and policies that affect return on residential investment. The City has worked to streamline the permitting process in an effort to reduce the amount of time it takes to get through the permitting process and keep costs down. The City will be looking at its housing stock during the next Comprehensive Plan update to identify possible shortfalls.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of Marysville Comprehensive Plan provides guidance for Marysville's future growth and development in compliance with the State of Washington's Growth Management Act. The plan reflects how citizens of Marysville want the City to look and function in the future, and provides the basis for achieving that vision. The comprehensive plan translates community values and vision into policies and regulations that direct the quality of growth, intensity and diversity of land use, transportation modes, street planning, public facilities and services, parks and recreation, and resource lands and critical areas. The Housing Element of the Comprehensive Plan identifies projected housing needs and identifies goals and policies to guide future housing development to meet these needs within the community, includes policies to encourage development of affordable housing, and anticipates housing affordability and needs for low-moderate income households. In the upcoming comprehensive plan update, that City will be reviewing its housing stock to identify any shortfalls and determine progress made towards housing goals.

### **Discussion**

Consistent with the strategy outlined in SP-55 in the Strategic Plan of the Snohomish County Consortium 2020-2024 Consolidated Plan, in the upcoming program year, the City will continue its commitment to overcoming cost barriers and to develop and maintain affordable housing for low- and moderate-income households in our community through the allocation of a portion of CDBG funds. As a member of the Snohomish County Consortium, we are also continuing to allocate local funds under the Snohomish County Affordable Housing Trust Fund to help with

affordable housing needs. Comprehensive and regional planning activities have been occurring, and are anticipated to continue.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

#### **Actions planned to address obstacles to meeting underserved needs**

The City will continue to conduct outreach to various community sectors to inform lenders, property managers, and the public about Fair Housing laws. Fair housing information is available on the City website. The City will also continue to work with non-profits to determine where the greatest underserved needs lie.

#### **Actions planned to foster and maintain affordable housing**

The City will work to reduce barriers to affordable housing by awarding CDBG funds to projects that will help develop or maintain decent and safe affordable housing for low-to-moderate income persons in our community. In addition, the City will specifically explore reducing barriers for production of low-income housing, shelters, transitional housing, housing for elderly and special needs housing. CDBG funds will be awarded to assist populations at risk of homelessness obtain and maintain income and housing.

#### **Actions planned to reduce lead-based paint hazards**

The City will continue to pursue the Lead-based Paint Strategy as described in the Strategic Plan to evaluate and reduce the number of housing units containing lead-based paint hazards. All housing rehabilitation efforts on homes that were built before 1978 will include lead-based paint hazard evaluations. All hazards will be addressed, either through abatement or interim controls to minimize the hazards.

#### **Actions planned to reduce the number of poverty-level families**

The City provides funding to organizations which provide supportive services to homeless and at risk of homelessness families including Case Managers that work with parents to develop goals and systemic plans to move families forward, including basic education, access to child support, legal remedies, quality childcare, and preparation for employment. The City will continue to fund these types of services.

#### **Actions planned to develop institutional structure**

The City will continue to use its citizen participation process to solicit public comments on local priorities and objectives for CDBG funds and to receive feedback on progress made towards meeting the local

strategies and objectives. The Citizen Advisory Committee (CAC) for Housing and Community Development enhances the level of guidance from the community, coordination between public and nonprofit agencies, and supports further development of the institutional structure.

Participation in the Partnership to End Homelessness will continue to inform the City on the most current housing needs and assist in development of strategies to address those needs.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to coordinate and support the efforts of local housing and service agencies. The City is actively participating in the development of the Partnership to End Homelessness' Strategic Plan. The City works with the Housing Authority of Snohomish County (HASCO) as well as the Everett Housing Authority on existing and proposed housing projects located within the City, and is on the review team for LIHTC projects within Snohomish County.

### **Discussion**

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

The 2021 Action Plan continues some of the programs that the City has implemented in the past. Programs include; Minor Home Repair; public facility and infrastructure improvements, and public (human) services Supportive Services for low- and moderate- income individuals and families. In addition, two Public Service projects address food insecurities of low-and moderate-income children and low- and moderate-income seniors and adults with disabilities. These programs have proven to be very successful in the past and are serving a continually growing need in our community. These programs have been funded again for the 2021 Program Year.

The City does not expect to receive program income, proceeds from Section 108 loan guarantees, surplus funds from urban renewal settlement, returned grant funds, or income from float-funded activities during the term of the Con Plan. Depending on how the pandemic known as COVID-19 progresses, there is a possibility that the City may fund any urgent need activities in response to the pandemic. One Capital Project funded is to provide rectangular rapid flash beacons (RRFB's) at a number of locations in a low-moderate income areas to improve safety. Users of the improvements will have safer routes to commercial, recreation, and educational uses. The City has no way to determine the income level of all users of the areas, therefore, the amount awarded to that project has not been included in estimated percentage of CDBG funds that are expected to be used for activities that benefit persons of low- and moderate income.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

### Other CDBG Requirements

- |   |        |
|---|--------|
| 1. The amount of urgent need activities   | 0      |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 90.00% |

### Discussion

This Annual Action Plan covers PY2021, which runs from July 1, 2021 thru June 30, 2022. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income is based on the 2021 Program Year only.

All public service programs funded require that recipients qualify as low-moderate income. The Capital Projects funded are located within census tracts with a minimum of 51% low-income residents or require clients to qualify as low-moderate income, or serve low-income populations.



# *Index #10*

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

**CITY COUNCIL MEETING DATE: February 22, 2021**

<b>AGENDA ITEM:</b>	
Grant Agreement with the Department of Ecology for the Armar Road Retrofit Design Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Matthew Eyer, Storm/Sewer Supervisor	<i>ME for KN</i>
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
Grant Agreement with the Department of Ecology	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40145040 541000.2108	\$75,134.67
<b>SUMMARY:</b>	

The City of Marysville has been offered grant funding from the Washington State Department of Ecology to complete a design of a stormwater retrofit of approximately two blocks of Armar Road. The total design project cost will be \$75,134.67. The design will provide plans and specifications to upgrade the existing stormwater infrastructure along Armar Road focusing on treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc and total phosphorus. Through this grant the costs of this design will be reimbursed by the Department of Ecology at 75%. This will result in a reimbursement to the City of \$56,351.00, reducing the cost of design to \$18,783.67. The design will occur through a forthcoming Professional Service Agreement with an Engineering firm to be selected after the approval of this agreement.

The design funded through this grant would be used for future grant applications in order to fund construction. Having a design completed prior to applying for construction funding increases certainty of project benefit, cost, and feasibility.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology, allowing the City to receive \$56,351.00 in grant funding the Armar Road Retrofit Design Project.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology</p>
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## Agreement No. WQC-2021-MaryPW-00111

### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

#### BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

CITY OF MARYSVILLE

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

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#### GENERAL INFORMATION

Project Title:	Armar Road Retrofit Design Project
Total Cost:	\$75,134.67
Total Eligible Cost:	\$75,134.67
Ecology Share:	\$56,351.00
Recipient Share:	\$18,783.67
The Effective Date of this Agreement is:	07/01/2020
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Stormwater Facility

#### Project Short Description:

This project will improve water quality in Allen Creek through design of bioretention facilities and treatment at Armar Road in the City of Marysville. This project will provide treatment for total suspended solids (TSS) and will also reduce flows to Allen Creek by increasing stormwater infiltration and/or providing stormwater detention.

#### Project Long Description:

The RECIPIENT will design water quality treatment and flow control facilities for five and a half acres of pollution generating impervious surface discharging to Allen Creek. Approximately two blocks (1/2 mile) of Armar Road drains to a single outfall on Allen Creek without treatment. Allen Creek discharges to nearby Ebey Slough which is a tributary of the Snohomish River. Both Ebey Slough and the Snohomish River are impaired waterbodies with several pollutants included on the 303d list.

Agreement No: WQC-2021-MaryPW-00111  
Project Title: Armar Road Retrofit Design Project  
Recipient Name: City of Marysville

The RECIPIENT will complete an alternative analysis to determine design for treatment of TSS dispersed throughout the catchment area. Possible options include using bioretention or the use of a large centralized vault, or both. Options for flow control will include increasing stormwater infiltration and/or providing stormwater detention.

Overall Goal:

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

Agreement No: WQC-2021-MaryPW-00111  
Project Title: Armar Road Retrofit Design Project  
Recipient Name: City of Marysville

**RECIPIENT INFORMATION**

Organization Name: City of Marysville

Federal Tax ID: 91-6001459

DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.  
Marysville, WA 98270

Physical Address: 80 Columbia Ave.  
Marysville, Washington 98270

**Contacts**

Agreement No: WQC-2021-MaryPW-00111  
 Project Title: Armar Road Retrofit Design Project  
 Recipient Name: City of Marysville

<p><b>Project Manager</b></p>	<p>Matthew Eyer                  Storm/Sewer Supervisor</p> <p>80 Columbia Ave                  Marysville, Washington 98270                  Email: meyer@marysvillewa.gov                  Phone: (360) 363-8112</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>

Agreement No: WQC-2021-MaryPW-00111  
 Project Title: Armar Road Retrofit Design Project  
 Recipient Name: City of Marysville

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Water Quality  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Amy Waterman</p> <p>3190 - 160th Ave SE                  Bellevue, Washington 98008-5452                  Email: amwa461@ecy.wa.gov                  Phone: (425) 649-7025</p>
<p><b>Financial Manager</b></p>	<p>Stephanie Herbst</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: SHER461@ecy.wa.gov                  Phone: (360) 407-7639</p>
<p><b>Technical Advisor</b></p>	<p>Doug Howie                  Senior Stormwater Engineer</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: DOHO461@ecy.wa.gov                  Phone: (360) 407-6444</p>

**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

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

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

Vincent McGowan, P.E. Date  
Water Quality  
Program Manager

Kari N Chennault Date  
Assistant Public Works Director

Template Approved to Form by  
Attorney General's Office



Agreement No: WQC-2021-MaryPW-00111

Project Title: Armar Road Retrofit Design Project

Recipient Name: City of Marysville

Jon Nehring

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Mayor

Date

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$2,992.00

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

Agreement No: WQC-2021-MaryPW-00111  
 Project Title: Armar Road Retrofit Design Project  
 Recipient Name: City of Marysville

**Grant and Loan Administration**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$7,874.00

Task Title: Cultural and Environmental Reviews, and Permitting

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide both the ECOLOGY project manager and [separegister@ecy.wa.gov](mailto:separegister@ecy.wa.gov) with the initial consultation on the draft State Environmental Policy Act (SEPA) documents.
- B. The RECIPIENT will notify the ECOLOGY project manager, in addition to the required distribution and public notice, when SEPA documents have been issued for the official comment period, which is a minimum of 21 days.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- D. Above and below ground activities must be reviewed for cultural resource impacts. The RECIPIENT will submit the forms listed below to ECOLOGY to initiate consultation for cultural resources review.

To initiate cultural resources review:

1. The RECIPIENT will submit the 05-05/106 Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.
2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement. This includes geotechnical work.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2021-MaryPW-00111  
 Project Title: Armar Road Retrofit Design Project  
 Recipient Name: City of Marysville

**Cultural and Environmental Reviews, and Permitting**

**Deliverables**

Number	Description	Due Date
2.1	SEPA checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	ECOLOGY 05-05/106 Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload documentation to EAGL when cultural resources is complete.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	

## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$64,268.67

Task Title: Design Plans and Specifications

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Design Deliverables for Stormwater Projects with Ecology Funding (Design Deliverables Document). Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

2. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost, which includes a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

B. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

C. The RECIPIENT will submit a preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

### Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

Agreement No: WQC-2021-MaryPW-00111  
 Project Title: Armar Road Retrofit Design Project  
 Recipient Name: City of Marysville

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

## Design Plans and Specifications

### Deliverables

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

**BUDGET**

**Funding Distribution EG210127**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP  
 Funding Effective Date: 07/01/2020  
 Funding Source:

Funding Type: Grant  
 Funding Expiration Date: 06/30/2023

Title: SFAP - SFY21  
 Type: State  
 Funding Source %: 100%  
 Description: Environmental Legacy Stewardship Account (ELSA) - State

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

SFAP	Task Total
Grant and Loan Administration	\$ 2,992.00
Cultural and Environmental Reviews, and Permitting	\$ 7,874.00
Design Plans and Specifications	\$ 64,268.67

**Total: \$ 75,134.67**



**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>
SFAP	25.00 %	\$ 18,783.67	\$ 56,351.00	\$ 75,134.67
<b>Total</b>		<b>\$ 18,783.67</b>	<b>\$ 56,351.00</b>	<b>\$ 75,134.67</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

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such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

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#### Documentation Options:

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. **Easements and Leases.** The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

#### d. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. **State Acquisition Policies.** When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

#### e. Hazardous Substances.

1. **Certification.** The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - i. No hazardous substances were found on the site, or
  - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. **Responsibility.** Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

#### f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by

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ECOLOGYS prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGYS Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington States Office of Financial Managements Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGYS project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGYS Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGYS Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGYS Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

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

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

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

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

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

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have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers,

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vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

#### SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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



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maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see

[www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf)).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

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

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued

interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

#### J. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

##### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology  
Cashiering Unit  
P.O. Box 47611

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Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager. No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and

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subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY-

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment

of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

#### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a

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person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

## B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.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.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

## C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component

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of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.



## 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

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

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)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

Agreement No: WQC-2021-MaryPW-00111  
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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.

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

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement



Agreement No: WQC-2021-MaryPW-00111  
Project Title: Armar Road Retrofit Design Project  
Recipient Name: City of Marysville

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

# *Index #11*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: February 22, 2021**

<b>AGENDA ITEM:</b>	
Grant Agreement with the Department of Ecology for the LID Improvements for 2 <sup>nd</sup> and Cedar Avenue 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>	
Grant Agreement with the Department of Ecology	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40250594.563000, D1803	\$2,319,638.00
<b>SUMMARY:</b>	

The City of Marysville has been offered \$2,319,638.00 in grant funding from the Department of Ecology (Ecology) to construct Low Impact Development (LID) improvements on 2<sup>nd</sup> Street (Columbia to 47<sup>th</sup>) and Cedar Avenue (1<sup>st</sup> to 4<sup>th</sup>). The grant requires a 25% City match of \$773,212.67, resulting in a total grant allocation of \$3,092,850.67.

This Ecology grant is being offered as a means of improving water quality in Ebey Slough through the installation of green infrastructure to treat stormwater runoff. The improvements along 2<sup>nd</sup> Street and Cedar Avenue will provide for 100 percent infiltration for the entire roadway through the use of bioretention systems located at the bulbouts of the intersecting streets and along the roadway. The improvements will also include a pervious paver parking lot across from the Opera House, planted traffic circles and medians along 2<sup>nd</sup> Street, stamped and pigmented asphalt pedestrian crossings, landscaping and other utility improvements.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology, allowing the City to receive \$2,319,638.00 in grant funding for the LID Improvements for 2<sup>nd</sup> and Cedar Avenue project.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology.

## Agreement No. WQC-2021-MaryPW-00126

### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

#### BETWEEN

#### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

#### CITY OF MARYSVILLE

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

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#### GENERAL INFORMATION

Project Title:	LID Improvements for 2nd Street and Cedar Avenue
Total Cost:	\$3,484,150.00
Total Eligible Cost:	\$3,092,850.67
Ecology Share:	\$2,319,638.00
Recipient Share:	\$773,212.67
The Effective Date of this Agreement is:	07/01/2020
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Stormwater Facility

#### Project Short Description:

This project will improve water quality in the Ebey Slough through installation of treatment and infiltration Best Management Practices (BMPs) on 2nd Street and Cedar Avenue in the City of Marysville. This project will reduce flows to Ebey Slough through increased stormwater infiltration, which will also provide treatment for total suspended solids (TSS) and oil (total petroleum hydrocarbons), and reduce concentrations of dissolved copper, dissolved zinc, and total phosphorus prior to discharge.

#### Project Long Description:

Stormwater from downtown Marysville currently discharges into Ebey Slough with no treatment. Ebey Slough is a tributary of the Snohomish River and is part of a large wetland complex at the delta of the River as it enters Puget Sound. The sloughs (Ebey, Steamboat, and Union) are important juvenile rearing and migration areas for salmon. Ebey Slough is 303d listed for dissolved oxygen, bacteria, temperature, and pH. The Snohomish Estuary has a TMDL for

Agreement No: WQC-2021-MaryPW-00126  
Project Title: LID Improvements for 2nd Street and Cedar Avenue  
Recipient Name: City of Marysville

DO and the Snohomish Tributaries have a TMDL for Fecal Coliform. There is also an older TMDL for dioxin in the Snohomish River.

Over 100 acres of commercially zoned land in downtown Marysville, including this project basin, drains through a piped stormwater system that outfalls on the Marysville waterfront at Ebey Slough. Contaminated stormwater plays a direct role in all of the pollutants that Ebey Slough is listed for, including pH, dissolved oxygen, and bacteria. The proposed project will provide 98% infiltration for a 6.07 acre basin through bioretention systems installed at bulbouts at intersecting streets, pervious interlocking pavers, and reduced impervious surface area. Water from this completely impervious basin will be diverted from the larger downtown system to help recharge groundwater and to take it out of the direct conveyance to Ebey Slough.

This is a construction project. The RECIPIENT designed this project with funding from an earlier Ecology grant, WQSWPC-2016-MaryPW-00018. This project includes construction of bioretention cells, pervious pavers, and reduction in impervious surfaces on 2nd Street, between Columbia and 47th Avenue, and Cedar Avenue, between 1st and 4th Street. Marysville selected this set of BMPs because of the ability to infiltrate most of the stormwater and the low cost compared to other options. The City has developed planting and maintenance experience with ROW bioretention facilities. The community has responded positively to similar projects, including making improvements to street and property plantings.

Overall Goal:

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

Agreement No: WQC-2021-MaryPW-00126  
Project Title: LID Improvements for 2nd Street and Cedar Avenue  
Recipient Name: City of Marysville

**RECIPIENT INFORMATION**

Organization Name: City of Marysville

Federal Tax ID: 91-6001459

DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.  
Marysville, WA 98270

Physical Address: 80 Columbia Ave.  
Marysville, Washington 98270

**Contacts**

Agreement No: WQC-2021-MaryPW-00126  
 Project Title: LID Improvements for 2nd Street and Cedar Avenue  
 Recipient Name: City of Marysville

<p><b>Project Manager</b></p>	<p>Adam Benton                  Project Engineer</p> <p>80 Columbia Avenue                  Marysville, Washington 98270                  Email: abenton@marysvillewa.gov                  Phone: (360) 363-8283</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>

Agreement No: WQC-2021-MaryPW-00126  
 Project Title: LID Improvements for 2nd Street and Cedar Avenue  
 Recipient Name: City of Marysville

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Water Quality  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Amy Waterman</p> <p>3190 - 160th Ave SE                  Bellevue, Washington 98008-5452                  Email: amwa461@ecy.wa.gov                  Phone: (425) 649-7025</p>
<p><b>Financial Manager</b></p>	<p>Stephanie Herbst</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: SHER461@ecy.wa.gov                  Phone: (360) 407-7639</p>
<p><b>Technical Advisor</b></p>	<p>Doug Howie                  Senior Stormwater Engineer</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: DOHO461@ecy.wa.gov                  Phone: (360) 407-6444</p>





Agreement No: WQC-2021-MaryPW-00126  
Project Title: LID Improvements for 2nd Street and Cedar Avenue  
Recipient Name: City of Marysville

Jon Nehring

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Mayor

Date

Agreement No: WQC-2021-MaryPW-00126  
Project Title: LID Improvements for 2nd Street and Cedar Avenue  
Recipient Name: City of Marysville

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$7,000.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

Agreement No: WQC-2021-MaryPW-00126  
 Project Title: LID Improvements for 2nd Street and Cedar Avenue  
 Recipient Name: City of Marysville

**Grant and Loan Administration**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$2,700.00

Task Title: Cultural and Environmental Reviews, and Permitting

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide both the ECOLOGY project manager and [separegister@ecy.wa.gov](mailto:separegister@ecy.wa.gov) with the initial consultation on the draft State Environmental Policy Act (SEPA) documents.
- B. The RECIPIENT will notify the ECOLOGY project manager, in addition to the required distribution and public notice, when SEPA documents have been issued for the official comment period, which is a minimum of 21 days.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- D. Above and below ground activities must be reviewed for cultural resource impacts. The RECIPIENT will submit the forms listed below to ECOLOGY to initiate consultation for cultural resources review.

To initiate cultural resources review:

1. The RECIPIENT will submit the 05-05/106 Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.
2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement. This includes geotechnical work.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2021-MaryPW-00126

Project Title: LID Improvements for 2nd Street and Cedar Avenue

Recipient Name: City of Marysville

**Cultural and Environmental Reviews, and Permitting****Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
2.1	SEPA checklists, or other documentation for projects considered exempt from SEPA review for 2nd and Cedar projects. Upload to EAGL and notify ECOLOGY when each upload is complete.	
2.2	List of permits acquired and environmental review documents for 2nd and Cedar projects. Upload to EAGL and notify ECOLOGY when each upload is complete.	
2.3	ECOLOGY 05-05/106 Form for 2nd and Cedar projects. Email each form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload final determination documentation to EAGL when each cultural resources review is complete.	
2.4	Inadvertent Discovery Plan for 2nd and Cedar projects Upload to EAGL and notify ECOLOGY when each upload is complete.	

## SCOPE OF WORK

Task Number: 3 **Task Cost: \$34,500.00**

Task Title: Design Plans and Specifications

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Design Deliverables for Stormwater Projects with Ecology Funding (Design Deliverables Document). Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. The RECIPIENT will upload the Design Report and ECOLOGY Design Report Acceptance Letter.
2. The RECIPIENT will upload the 90 Percent Design Package and the 90 Percent Design Acceptance Letter.
3. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

C. The RECIPIENT will submit a preliminary GIS compatible project area in shape file, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

### Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

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 Project Title: LID Improvements for 2nd Street and Cedar Avenue  
 Recipient Name: City of Marysville

## Design Plans and Specifications

### Deliverables

Number	Description	Due Date
3.1	Design Report for both street projects and ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	90 Percent Design Packages; one for 2nd and one for Cedar project. Upload to EAGL and notify ECOLOGY when each upload is complete.	
3.3	ECOLOGY 90 Percent Design Acceptance Letters. Upload to EAGL and notify ECOLOGY when each upload is complete.	
3.4	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	Preliminary project area shape file, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Final Bid Packages; one for 2nd and one for Cedar project. Upload to EAGL and notify ECOLOGY when each upload is complete.	
3.7	Responses to ECOLOGY's comments for Final Bid Packages; one for 2nd and one for Cedar. Upload to EAGL and notify ECOLOGY when each upload is complete.	
3.8	Ecology Final Bid Package Acceptance Letters. Upload to EAGL and notify ECOLOGY when each upload is complete.	
3.9	Bid documents for 2nd and Cedar projects (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when each upload is complete.	



## SCOPE OF WORK

Task Number: 4 **Task Cost: \$110,000.00**

Task Title: Construction Management

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 45 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule and cost estimate prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

### Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

### Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

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**Construction Management****Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
4.1	Construction Quality Assurance Plan to cover both 2nd and Cedar projects. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-construction conference meeting minutes for separate 2nd and Cedar project meetings Upload to EAGL and notify ECOLOGY when each upload is complete.	
4.3	Project Schedules; one for 2nd and one for Cedar projects. Upload to EAGL and notify ECOLOGY when each upload is complete.	
4.4	Revised construction cost estimates when changes in either construction schedule occur. Upload to EAGL and notify ECOLOGY when each upload is complete.	
4.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload for 2nd or Cedar Street project is complete. Upload both/either ECOLOGY acceptance documentation.	

**SCOPE OF WORK**

Task Number: 5 **Task Cost:** \$2,931,650.67

Task Title: Construction

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of bioretention systems, pervious interlocking pavers, and a reduction in impervious surface area to mitigate runoff from 5.71 acres of pollution-generating impervious surfaces.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY’s Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus.

**Construction**

**Deliverables**

Number	Description	Due Date
5.1	Signed and dated construction contracts for 2nd and Cedar projects. Upload to EAGL and notify ECOLOGY when uploads are complete.	
5.2	Stormwater Construction Completion Form for entire project. Upload to EAGL and notify ECOLOGY when upload is complete.	

## SCOPE OF WORK

Task Number: 6 **Task Cost: \$7,000.00**

Task Title: Project Close Out

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.
- C. The RECIPIENT will submit the final GIS compatible project area in shape file, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- E. The RECIPIENT will submit the Two-page Outcome Summary Report using the ECOLOGY template in accordance to Task 1. Upload the Two-page Outcome Summary Report in the RCOR in EAGL.

### Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

### Task Expected Outcome:

- \* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Two-page Outcome Summary Report.
- \* Proper maintenance of the constructed facility to maintain water quality benefits.

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**Project Close Out**

**Deliverables**

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan for entire project. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Final, as constructed, project area shape file, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

**BUDGET**

**Funding Distribution EG210178**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP  
 Funding Effective Date: 07/01/2020  
 Funding Source:

Funding Type: Grant  
 Funding Expiration Date: 06/30/2023

Title: SFAP - SFY21  
 Type: State  
 Funding Source %: 100%  
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
 Recipient Match %: 25%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 7,000.00
Cultural and Environmental Reviews, and Permitting	\$ 2,700.00
Design Plans and Specifications	\$ 34,500.00
Construction Management	\$ 110,000.00
Construction	\$ 2,931,650.67
Project Close Out	\$ 7,000.00

**Total: \$ 3,092,850.67**

**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>
SFAP	25.00 %	\$ 773,212.67	\$ 2,319,638.00	\$ 3,092,850.67
<b>Total</b>		<b>\$ 773,212.67</b>	<b>\$ 2,319,638.00</b>	<b>\$ 3,092,850.67</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

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such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.



“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

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#### Documentation Options:

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. **Easements and Leases.** The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

#### d. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. **State Acquisition Policies.** When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

#### e. Hazardous Substances.

1. **Certification.** The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - i. No hazardous substances were found on the site, or
  - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. **Responsibility.** Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

#### f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by

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ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

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## 2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

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

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

## SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

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

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

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

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have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers,

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vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

#### SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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

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maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see [www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf)).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

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

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued

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interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

#### J. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

##### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology  
 Cashiering Unit  
 P.O. Box 47611



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In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager. No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and

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subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

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#### 4. Expressed written agreement by the ECOLOGY-

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

#### S. Termination and Default:

##### Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

##### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment

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of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

#### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a

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person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

##### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.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.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component

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of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.

## 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



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

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

Agreement No: WQC-2021-MaryPW-00126  
Project Title: LID Improvements for 2nd Street and Cedar Avenue  
Recipient Name: City of Marysville

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

# *Index #12*



## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: February 22, 2021**

<b>AGENDA ITEM:</b>	
Contract Award: A/E Design for City Hall Tower Tenant Improvements	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Bryan Milligan, Project Manager	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$729,745.00
<b>SUMMARY:</b>	

This contracts awards Botesch, Nash & Hall Architects, P.S. the contract to provide design, engineering, production, sustainability, permitting, bidding and construction administration for the City Hall Tower Tenant Improvements.

The scope of work within this contract would provide the design, engineering and construction documents the City requires to move forward with the bidding of the future construction project to complete the interior of current 4 story shelled tower. Also included would be coordination meetings, production, permitting, as well as bid and construction administration.

BNH's proposal was received on February 2, 2021, and distributed to qualified City Staff to review. After review the proposal was found to be favorable to the goal of the project and was recommended the City move forward to negotiate a contract with Botesch, Nash & Hall.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute A/E Design for City Hall Tenant Improvements contract with Botesch, Nash & Hall Architects, P.S. in the amount of \$729,745.00.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the A/E Design for City Hall Tower Tenant Improvements with Botesch, Nash & Hall Architects, P.S.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND BOTESCH, NASH & HALL ARCHITECTS, P.S.**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Botesch, Nash & Hall Architects, P.S., a Professional Services Corporation, organized under the laws of the state of Washington, located and doing business at 2727 Oakes Avenue, Suite 100, Everett, WA 98201 (“Consultant”).

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

**1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

**2. TERM.** The term of this Agreement shall commence on March 1, 2021 and shall terminate at midnight on May 1, 2022. The parties may extend the term of this Agreement by executing a written supplemental amendment.

**3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **seven hundred twenty nine thousand, seven hundred forty five dollars and no cents. (\$729,745.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor

changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

**4.6 INDEMNITY.**


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

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

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

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

\_\_\_\_\_ (City Initials)



\_\_\_\_\_ (Contractor Initials)

**4.7 INSURANCE.**

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

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

available at law or in equity.

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

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

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

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

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

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

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

requirements of the Consultant before commencement of the Services.

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

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

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

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

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

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as

an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

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

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


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

#### 4.10 EMPLOYMENT.

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

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

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

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

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



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

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

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

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

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

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

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

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

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

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

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

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

**6. GENERAL TERMS.**

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

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

**CITY OF MARYSVILLE**

Bryan Milligan

80 Columbia Avenue

Marysville, WA 98270

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

**Botesch, Nash & Hall Architects, P.S.**

Andrew M. Hall, AIA  
2727 Oakes Avenue, Suite 100  
Everett, WA 98201

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

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

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

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

**6.5 SEVERABILITY.**

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

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

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

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

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

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

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

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


DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this 18<sup>TH</sup> day of FEBRUARY, 2021.

BOTESCH, NASH & HALL ARCHITECTS,  
P.S.

By   
Andrew M. Hall, AIA  
Its: President

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

## EXHIBIT A

### Scope of Services

Method Two was to look at the anticipated hours it would take for meetings, design, production, bidding, permitting and construction administration. We have the DLR Group's Engineers, Interiors, Graphics and Sustainability Departments involved in a similar role as they have been on the Civic Center project.

#### Method Two - For Basic Services

- BNH Architects = \$288,225.00
- DLR Group
  - Mechanical and Electrical = \$142,500.00
  - Structural = \$19,000.00
- **TOTAL**
- **\$449,725.00 proposed fee for Basic Services.**

#### Additional Services not covered under Basic Services

- Interior Design and Graphics = \$219,450.00
  - This can be reduced to \$210,650.00 if you want the architect to handle wayfinding and interiors to handle graphics.
- Sustainability = \$27,170.00
  - We'll need this to make sure we satisfy the LEED Silver requirements.
- FF&E = \$33,440.00
  - This can be reduced to \$11,440.00 if the City has Everett Office Furniture (or another City selected vendor) involved during design. This amount will allow interiors to help on the sizes and layouts of the desks/cubicles and identify the locations for electrical that will work with the furniture that the vendor selects.

**Our proposed fee for Basic Services is \$449,725.00**  
**Our proposed fees for Additional Services are outlined above.**

Please let me know your thoughts or if I can answer any questions you may have.

Thank you

Andrew M. Hall, AIA  
 President



**EXHIBIT B**  
**Subcontractors/Subconsultants**

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

DLR Group  
51 University Street, Suite 600  
Seattle, WA 98101

# *Index #13*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

<b>AGENDA ITEM:</b>	
Agreement with Tyler Technologies for ExecuTime.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Tyler Technologies Quote ExecuTime-Time-and-Attendance (information sheet)	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
various	\$80,430-one time/\$11,783 annual
<b>SUMMARY:</b>	

During a recent audit of timesheets it became apparent for the need of technology to increase accuracy and efficiency. Information Services organized three demonstrations for time/attendance and scheduling software. The review team had representation from Police, Public Works, Finance, Human Resources, and Information Services.

Of the three companies the recommendation the ExecuTime module from Tyler. ExecuTime will integrate well with the current payroll system. ExecuTime increases the ability to track time more accurately by activity and will replace most of the current manual process. Also, ExecuTime provides a scheduling tool to assist with operations in the Police and Public Works departments.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor or sign and execute the purchase from Tyler Technologies for ExecuTime – Time and Attendance & Advance Scheduling.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute ExecuTime purchase.



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

**Sales Quotation For**

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

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Human Capital Management:</b>						
ExecuTime Advanced Scheduling (250)	\$18,585.00	64	\$11,840.00	\$0.00	\$30,425.00	\$3,717.00
ExecuTime Advanced Scheduling Mobile Access	\$4,375.00	0	\$0.00	\$0.00	\$4,375.00	\$875.00
ExecuTime Time & Attendance (250)	\$18,585.00	96	\$17,760.00	\$0.00	\$36,345.00	\$3,717.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$1,117.00

**Additional:**

Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$2,357.00
<b>TOTAL:</b>	<b>\$47,130.00</b>	<b>160</b>	<b>\$29,600.00</b>	<b>\$0.00</b>	<b>\$76,730.00</b>	<b>\$11,783.00</b>

**Other Services**

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

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$47,130.00	\$11,783.00

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

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

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

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

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

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

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

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

**Comments**

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

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

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

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

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

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

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

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

# ExecuTime Time & Attendance



## INCREASE EFFICIENCY

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



## ELIMINATE COSTLY ERRORS

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



## INTEGRATIONS

Munis, Incode, Infinite Visions, New World

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

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

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

## REDUCE COSTLY ERRORS

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

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

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

*...continued on back*

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

## AUTOMATED ATTENDANCE CALCULATION

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

## KEY FEATURES

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

## INTUITIVE INTERFACE

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

## ADDITIONAL BENEFITS

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

## THE EXECUTIME DIFFERENCE

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

# *Index #15*



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

**CITY COUNCIL MEETING DATE: 2/22/21**

<b>AGENDA ITEM:</b>	
Amending Council Procedures	
<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 Council Procedures set forth a standard agenda for meetings. Currently, committee reports from councilmembers are the agenda item immediately following the roll call. A separate agenda item “call on council” is placed later in the agenda. The council requested that the two items be combined under “call on council.” This resolution makes that change to the Council Procedures.

<p><b>RECOMMENDED ACTION:</b></p> <p><b>I move to adopt Resolution No. _____</b></p>
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CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, RELATED TO PROCEDURES FOR THE CONDUCT OF  
BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO. 2461.**

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, the Council has reviewed its current procedures and determined that they should be changed due to changed circumstances; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE AS FOLLOWS.

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

- I) **General:** These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.
  - A) **Censure.** Councilmembers must deport themselves in a manner that protects the institutional integrity of the Marysville City Council, its proceedings, and its reputation and instills public confidence in the Council's decision making process.
    - 1) Any City Councilmember may bring a motion for a censure hearing if he or she has evidence that forms a reasonable basis to believe that another Councilmember has acted in a manner that demonstrates contempt for the institution of the City Council or discredits the City Council. The motion must cite specific facts forming the basis for the belief and may be in writing. The Mayor shall not vote on a motion for a censure hearing.
    - 2) If such motion receives a second and is approved by a majority of Councilmembers present, a hearing will be held at the next regular Council meeting or at such other regular or special Council meeting as the Council decides. The accused member shall be afforded sufficient time to defend against the accusation.

- 3) The hearing will be held in executive session unless the accused Councilmember requests that the hearing be public. The Council shall determine the rules to govern the hearing, but will provide the accused Councilmember the right to present and rebut evidence. At the conclusion of the hearing the Council will reconvene in open session.
- 4) If the evidence presented at the hearing showed that the Councilmember acted in a manner that demonstrated contempt for the City Council or brought discredit on the City, any Councilmember may move that a resolution of censure be prepared. At least five Councilmembers must vote in favor of the motion to prepare a resolution of censure or the motion fails. Alternatively, if the evidence showed that the Councilmember did not act in a manner deserving of censure, any Councilmember may move to exonerate the accused Councilmember following the hearing. A motion to exonerate may be approved by a majority of Councilmembers present. The Mayor shall not vote on a motion to prepare a resolution of censure or a motion to exonerate.
- 5) If the Council votes to prepare a resolution of censure, such a resolution will be prepared reciting the facts that support the censure of the Councilmember. The accused Councilmember will be directed to appear at a future Council meeting at which meeting the resolution will be considered. At least five Councilmembers must vote in favor of a resolution of censure or the resolution fails. If the resolution is approved, it shall be read publicly, and the Councilmember shall not make any statement in support of, or in opposition thereto, or in mitigation thereof. The resolution of censure shall be read at the time it is scheduled whether or not the Councilmember appears as required.

## II) **Organization:**

- A) **Swearing in of New Councilmembers.** Newly elected Councilmembers shall be sworn in as provided by state law.
- B) **Mayor Pro Tem.** The Council shall elect a Mayor Pro Tem for a term of two years. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting. The Mayor Pro Tem may also be known and referred to as the "Council President".
- C) **Quorum.** At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.
- D) **Attendance and Excused Absences.**

- 1) Councilmembers. RCW 35A.12.060 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Council President, or the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.

The Council may give consideration to approval of an extended absence for matters that are beyond the reasonable control of the Councilmember such as for a serious illness, by entertaining a motion to excuse.

- 2) City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E) Decorum.

- 1) Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.
- 2) Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Council members shall:
  - (a) Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
  - (b) Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.
- 3) Ex parte Communication. Consistent with RCW 42 .36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Council member must disassociate him/herself from the proceedings, unless:
  - (a) That Council member places on the record the substance of any written or oral ex parte communications concerning of the action; and

- (b) The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
  - 4) Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.
- F) Voting.
- 1) Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
  - 2) Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
  - 3) General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
  - 4) Reconsideration. Any Council member who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for reconsideration of a matter when all Councilmembers are present.
- G) Adjournment. Regular Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

### III) Officers:

- A) Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tem, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tem, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.
- B) Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:
  - 1) Call the meeting to order.
  - 2) Keep the meeting to its order of business.
  - 3) Control discussion in an orderly manner by:
    - (a) Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
    - (b) Permitting citizen comments at the appropriate times; and
    - (c) Requiring all speakers to speak to the question and to observe the rules of order.
  - 4) Decide all questions of order, subject to the provisions of Section I above.

- IV) **Committee Appointments:** With the Mayor Pro Tem acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.
- V) **Council Meetings:**
- A) **Open to Public.** All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.
- B) **Type of Meetings.**
- 1) **Regular Meetings.** The Council shall hold their regular meetings on the first, second, and fourth Mondays of the month commencing at 7:00 p.m. and adjourning not later than 11:00 p.m. unless extended by vote of the Council. Should any Monday fall on a legal holiday, all regular meetings shall be held at the same hour and place on the next working day.
  - 2) **Workshops.** The Council shall hold workshop meetings on the first Monday of each month commencing at 7:00 p.m. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by vote of the Council. Except with the vote of a majority of Council, no public comment shall be received at such workshops. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops which shall be scheduled as a special meeting on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.
  - 3) **Special Meetings.** Special meetings may be called by the Mayor by communication via an e-mail with response required to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. If no response is received, the City will make reasonable attempts to contact the Councilmember by phone. Proper notice shall also be given to the news media. A special meeting may also be called by the Mayor upon the written request of any four members of the Council. The notice of a special meeting shall specify the time and place of the special meeting and the business to be transacted, and no final action shall be taken on any subject other than those specified in the notice. Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present.
- C) **Executive Sessions.**
- 1) **General.** The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer or designee shall announce the general purpose of the session, the anticipated time when the session will be concluded and

whether action will be taken on any item. Should the session require more time, a public announcement shall be made that the session is being extended.

- 2) Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State law or when it is subject to the attorney-client privilege.
  - 3) Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.
- D) Meeting Place. Regular Council Meetings will be held at the City Hall at 1049 State Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.
- E) Council Agenda.
- 1) Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:
    - (a) Call to Order
    - (b) Invocation/Pledge of Allegiance
    - (c) Roll Call
    - ~~(d)~~ Committee Report
    - ~~(e)~~(d) Presentations
    - ~~(f)~~(e) Audience Participation
    - ~~(g)~~(f) Approval of Minutes
    - ~~(h)~~(g) Consent Agenda
    - ~~(i)~~(h) Review Bids
    - ~~(j)~~(i) Public Hearings
    - ~~(k)~~(j) New Business
    - ~~(l)~~(k) Legal
    - ~~(m)~~(l) Mayor's Business
    - ~~(n)~~(m) Staff Business
    - ~~(o)~~(n) Call on Councilmembers and Committee Reports
    - ~~(p)~~(o) Adjournment
    - ~~(q)~~(p) Executive Session
    - ~~(r)~~(q) Reconvene
    - ~~(s)~~(r) Adjournment

- 2) Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second, then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.
- 3) Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item “Approve the Agenda Contents and Order,” the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the consent agenda for deliberation and possible action.
- 4) City Goals Meeting. A special meeting will be scheduled during the first quarter of each year with the agenda providing for a Council discussion of City goals for the ensuing year. The Council will request that the Mayor summarize the prior year’s accomplishments and present the goals of the Executive Office for the ensuing year to facilitate the Council’s discussion of this item.

VI) **Public Testimony and Comments:**

A) Oral and Written Comments.

- 1) General. The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under “Citizen Comments on items not on the Agenda” and on items on the agenda for which no public comment is planned for no more than three minutes. The three-minute limit may be extended by consensus of the Mayor and majority of the Council. If there is an item on the agenda on which a citizen wishes to comment, the citizen should ask during the “Citizen Comments on items not on the Agenda” period if the Council will allow comment on a particular item. The Mayor will decide, with



the concurrence of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item.

- 2) Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

- 4) Quasi-Judicial Items. A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
  - (b) Swearing in
  - (c) Staff presentation
  - (d) Board or Commission recommendation
  - (e) Applicant 's statement
  - (f) Council's questions of Staff, Commission, and Applicant
  - (g) Citizen 's testimony
  - (h) Rebuttal by Applicant
  - (i) Public testimony closed
  - (j) Council deliberation
  - (k) Council action
- 5) Written Comments. Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. Written materials may also be filed with the City Clerk for Council consideration up to and including at the Regular Meeting.

- VII) **Periodic Review:** It is the intent of the City Council that council procedures be periodically reviewed as needed, and may be amended at any other time that the Council shall choose.
- VIII) **Effect/Waiver of Rules:** These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.
- IX) **Repealer:** All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. ~~2461-2492~~ is hereby REPEALED for the reason that it is replaced by this resolution.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY