

May 24, 2021

Marysville City Council Meeting
7:00 p.m.

City Hall

PUBLIC NOTICE:

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

Presentations

Audience Participation

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

- 1. Approval of the May 3, 2021 City Council Work Session Minutes
- 2. Approval of the May 10, 2021 City Council Meeting Minutes

Consent

3. Approval of the May 5, 2021 Claims in the Amount of \$1,749,128.33 Paid by EFT Transactions and Check Numbers 147975 through 148093 with Check Numbers 137190, 138930, 147317 and 147699 Voided

4. Approval of the May 10, 2021 Payroll in the Amount of \$1,686,284.87, Paid by EFT Transactions and Check Numbers 33444 through 33460

Marysville City Council Meeting**May 24, 2021****7:00 p.m.****City Hall**

5. Approval of the May 12, 2021 Claims in the Amount of \$2,795,720.28 paid by EFT Transactions and Check Numbers 148094 through 148259 with Check Number 137923 Voided

6. Approval of the May 19, 2021 Claims in the Amount of \$3,657,090.62 paid by EFT Transactions and Check Numbers 148260 through 148392

Review Bids**Public Hearings**

7. Consider Approving an **Ordinance** Renewing for Six Months the Interim Regulations Relating to Enhanced Services Facilities

New Business

8. Consider Approving the Purchase Order with Sonray Machinery for the Purchase of a 2021 Case 721G Loader in the Amount of \$175,379.64

9. Consider Approving the Second Amendment Contract with Waste Management for the Collection and Processing of Recyclables and Yard Waste

10. Consider Approving the Subrecipient Agreement with LINC NW for the North Marysville Family Resource Center for Support Services for those Negatively Impacted by COVID-19

11. Consider Approving Supplemental Agreement No. 2 with Parametrix, Inc. for the Downtown Stormwater Treatment Project

12. Consider Approving a **Resolution** Setting a Public Hearing Date of June 14, 2021 to Consider the Vacation of Unopen Public Road and Waiving Compensation for Said Vacation

13. Consider Approving an **Ordinance** Amending Chapter 6.27 of the MMC Defining and Setting Penalties for Crimes Involving Controlled Substances and Drug Paraphernalia

Legal**Mayor's Business****Staff Business****Call on Councilmembers and Committee Reports****Adjournment/Recess**

May 24, 2021

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

City Hall

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.

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Work Session
May 3, 2021**

Call to Order

Council President Norton called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Council President Norton led the Pledge of Allegiance.

Roll Call

Present:

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Erik Scairpon, City Engineer Jeff Laycock, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Community Development Director Haylie Miller, Human Resources Manager Teri Lester, Utility Manager Karen Latimer, Community Information Officer Connie Mennie, Interim Community Development Director Allan Giffen, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Absent: Mayor Jon Nehring

Approval of the Agenda

Motion to approve the agenda with the removal of item 11 moved by Councilmember Stevens seconded by Councilmember Muller.

AYES: ALL

Presentations

A. North Marysville Family Resource Center

Ryan Brown, Executive Director of LINC Northwest, and Erik Samuelson, Co-Founder of LINC Northwest and Chair of the Board, made a presentation regarding the North Marysville Family Resource Center. He reviewed the background of LINC (Leveraging Innovation and Networking Communities) Northwest which is an organization created to connect businesses and non-profits to help them work collaboratively in order to serve people. The North Marysville Family Resource Center will be a community hub that provides on-site and mobile support for children, youth and families through parent skill training, mental health and family counseling, literacy support, substance abuse prevention, mentoring and community partnerships. With the current funding they are prepared to serve around 200 households/1000 individuals, but they are also looking into pursuing satellite locations. They discussed current programs and visions for the future. They also reviewed their various sources of funding. In order to continue the operations and support the work of the Family Resource Center they will be requesting \$20,000-\$40,000 from the City of Marysville.

Councilmember King asked about visiting the site. Mr. Brown welcomed the visit and indicated they are open from 10 a.m. – 5 p.m. most days.

Councilmember James asked if they are in the actual church building. Mr. Brown replied that they are. He reviewed their vision for transforming the church to serve the community.

Council President Norton asked how they are getting the word out. Mr. Brown replied they are using the school district, Arlington's resource center, Arlington Police Department, the Sheriff's Office, the food bank, and Volunteers of America.

B. Housing Authority of Snohomish County

Chris Collier, Housing Authority of Snohomish County and the Alliance for Housing Affordability, made a presentation regarding regional housing circumstances, the significant shortage of housing units, and financing issues affecting those who are seeking housing. He emphasized how much rents have risen in comparison to real incomes. He reviewed the growing discrepancy between what it costs to buy a home and what people actually are actually earning. He urged the City to not ignore this crisis. He suggested finding ways to create housing options for people making more than \$70,000 a year and look at market rate rental housing for people earning \$40,000 a year (\$1,000/month rent). This means allowing things like duplexes, townhomes, etc. to provide housing for the missing middle as well as working with builders and the financing industry.

Consent

1. Approval of the April 23, 2021 Payroll in the Amount of \$1,411,405.59 Paid by EFT Transactions and Check Number 33428 through 33443

5/3/2021 City Council Work Session Minutes

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2. Approval of the April 28, 2021 Claims in the Amount of \$677,313.48 Paid by EFT Transactions and Check Numbers 147896 through 147974 with Check Number 135839 Voided

Public Hearings

3. Consider a Resolution Approving a Development Agreement with NP Arlington MIC, LLC (NorthPoint Development) Concerning the Development of an Industrial Park in the Cascade Industrial Center (Action to be taken May 10, 2021)

Interim Community Development Director Giffen made a presentation regarding NorthPoint Development's proposed development of an industrial park in the Cascade Industrial Center and a related development agreement. The project will include a complex relocation and enhancement of Edgecomb Creek. The developer has requested a Development Agreement in order to provide some long-term certainty for development standards as the industrial park develops over the next decade or so.

One parcel that Northpoint is developing is not included in the Development Agreement. There is also a 10-acre parcel located at the south end of the development which is zoned Residential. Northpoint will be applying for a rezone of that parcel to Light Industrial. The Development Agreement acknowledges that inclusion of this parcel in the agreement does not provide any guarantee that it will be rezoned in the future. The relocation of Edgecomb Creek is expected to begin this summer pending issuance of permits by federal and state resource agencies. A public hearing and adoption of either an ordinance or resolution is required by state law for approval of a development agreement. Staff has spent quite a bit of time negotiating the Development Agreement and recommends approval at the next Council meeting.

Councilmember King asked if these facilities utilize the railroad spur and also wondered if the railroad is involved in this process. Interim Director Giffen replied that there is a potential for spurs being extended into some of the properties, and NorthPoint has been in communication with Burlington Northern about potential locations, but it depends on the need of a specific user.

Councilmember Richards asked if the developer would be responsible for paying for a Quiet Zone if they included a new spur that might cross the road. Interim Director Giffen was not sure, but indicated there would be a requirement for Quiet Zone standards applied to any extensions off of that end spur onto the property.

Councilmember Muller asked what they will do to 152nd in terms of ending elevation. City Engineer Laycock acknowledged that grade is a challenge there. The City would be asking that the developer flatten out the grade as well as make improvements to the crossing. Any crossing that the City is asking to be upgraded would also be required to be Quiet Zone compatible.

New Business

4. Consider an Agreement with King County to Accept Grant Funds to Prepare to Respond to Terrorist Attacks and to Approve the Amendment Extending the Agreement to April 30, 2022

Chief Scairpon reviewed this agreement with King County to provide training for the Office of Emergency Management, police departments, and fire departments in how to deal with a complex, coordinated terrorist attack somewhere in the tri-county region of Snohomish, King, and Pierce counties. The grant was supposed to be paid out and completed in 2020, but did not end up happening because of COVID-19. King County recently requested renewal of this agreement with them so they can continue to work, expend the rest of the grant funds, and provide the rest of the trainings this next year. He recommended approval of this valuable regional training.

5. Consider the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants, in the Amount of \$28,033.00 and Extend the Contract Terms to December 31, 2021

Utility Manager Latimer explained this is a request for Supplemental Agreement No. 2 with BHC Consultants to perform an inflow and infiltration study of the City's wastewater collection system. This will help the City focus on areas for repairs and rehabilitation.

6. Consider the Water Supply Contract with City of Everett and Joint Operating Agreement Participants

Utility Manager Latimer reviewed this request for approval of a Joint Operating Agreement water supply contract between the City of Marysville, the City of Everett, Snohomish County PUD and the Tulalip Tribes. It is an extension of the current contract with some updated language and a new exhibit addressing operational agreement with all the entities.

7. Consider the Professional Services Agreement with RH2 Engineering, in the Amount of \$463,330.00 for Engineering Services to Update the Sanitary Sewer Comprehensive Plan and Complete a Comprehensive Water, Sewer, and Surface Water Rate Study

Utility Manager Latimer explained this a request to enter into a Professional Services Agreement with RH2 Engineering to update the City's Sanitary Sewer Comprehensive Plan and to prepare a comprehensive rate study for the Water, Sewer and Surface Water utilities.

Councilmember Richards asked if the lift station in North Marysville will need to be upgraded. Ms. Latimer replied that they expect some stations will need upsizing, but this study will give a better idea about the needs and the timing.

8. Consider an Agreement with City of Lake Stevens and Conveyance of Sewage Collection Systems to the City of Marysville

City Attorney Walker explained this involves a couple plats out north of Soper Hill Road where historically the Lake Stevens Sewer District provided service. He reviewed background on the matter. This agreement would allow the City of Lake Stevens to provide service for these plats and convey it back to the City of Marysville. Lake Stevens City Council has already approved this agreement.

9. Consider the Local Agency Agreement Supplement No. 4 Redistributing \$17,409.50 in Previously-Obligated Federal Construction Funds to Cover Costs Arising from the CM Consultant Agreement and State Force Inspection

City Engineer Laycock explained this is a small supplement to the funding agreement with WSDOT for the HSIP (Highway Safety Improvement Program) project which has already been awarded by Council. The project is still fully funded by the grant; this just transfers some of the money to reimburse the State for fabrication and inspection of signal poles and other items.

10. Consider an Ordinance Amending the MMC Title 22C Concerning Enhanced Services Facilities, and Repealing Ordinance No. 3168

Interim Director Giffen introduced this item related to Enhanced Services Facilities (ESFs) which are residential facilities intended to transition patients from state hospitals to smaller, more effective long-term settings. Residents must be evaluated by mental health and medical professionals and deemed to be appropriate for residing in ESFs. Residents are able to come and go as they choose. State regulations require a minimum staffing level of one staff member per four residents at all times. The Planning Commission discussed the matter at four separate meetings and took testimony from the public. In particular they had valuable participation in their meetings from staff members from the Department of Social and Health Services (DSHS) to provide information and answer questions related to ESFs. Some of those people were also in attendance tonight to answer questions if needed.

At the February 23 meeting the Planning Commission recommended that the City approve regulations for ESFs that would:

- change the definition of ESFs to be consistent with the state definition;
- allow ESFs as a conditional use in R-18 and R-28 Multifamily Residential Zones;
- allow ESFs as a permitted use in the Community Business, Community Business Whiskey Ridge, General Commercial, Downtown Commercial and Mixed Use Zones;
- establish a new set of regulations with ESFs that would require notice to contiguous property owners 15 days prior to filing an application with the City to allow people to find out more information from the proponent and to register their concerns so those can be addressed by the applicant when they submit their application;

- require a management plan as part of the application materials that would address communication with neighbors, staffing levels, security requirements and other items; and
- secure all other state and federal approvals.

Staff has also added a recommendation to allow no more than 16 residents within an ESF in the event that the state rules ever change to allow more residents. This item is scheduled for action next week.

Councilmember Muller asked about the design of these facilities. Interim Director Giffen explained that the State has detailed design criteria. The ones he is familiar with have a central kitchen area, common areas, and outdoor areas, with individual rooms for the residents.

Council President Norton asked for clarification about the definition. She expressed concern that it was very vague. Interim Director Giffen explained that Legal recommended the definition be aligned with the state definition. He agreed it is somewhat vague, but with all the regulations that the State has and the additional regulations that staff is proposing, they feel it can keep it in scale with what is being proposed. City Attorney Walker stated that the definition is verbatim to what is in the statute, but more can be added to the definition that says something like, "in conformance with the requirements of the RCWs." Council President Norton indicated a desire to add more specificity to the definition.

Councilmember James explained he had also looked into this. He wondered why they had crossed off the part they did. Interim Director Giffen explained the approach by staff was to use the identical definition provided by the State and then supplement the regulations elsewhere. He explained that parts of the previous state definition were changed and taken out earlier. Councilmember James asked the difference between ESFs and what is already allowed in the City. City Attorney Walker expressed concern about having too detailed of a definition, but indicated they could craft something that takes into account the state definition and also makes it clear that they need to meet everything in RCW 70.97 to qualify as an Enhanced Services Facility. Interim Director Giffen asked DSHS staff to address the change to the definition that had been made. Sandy Spiegelberg from DSHS explained that the proposed one-sentence definition is more in alignment with what they actually do since an ESF does not provide any kind of treatment services or mental health services.

Council President Norton expressed concern about allowing these in the Whiskey Ridge Zone. She thought they might want to be more strategic with that zone. She also asked how the Conditional Use Permit process in the R-18 and R-28 zones would happen. Interim Director Giffen explained that a Conditional Use Permit would require notice to neighbors and surrounding properties and give them the opportunity to request a public hearing before the Hearing Examiner. If none is requested then a decision is issued by the Community Development Director.

Councilmember Muller asked what the actual need for these is. Ms. Spiegelberg replied there is currently a high need for more ESFs along the I-5 corridor. She estimated there are approximately 300-400 people that have been identified to be in need of this type of service. She reviewed how these are funded.

Councilmember James had several questions and comments.

- He asked if this program would qualify for any of the funding that was just approved at the state level. Ms. Spiegelberg noted that the ESF that is proposed to be developed in Marysville did receive grant funding from the Department of Commerce.
- Councilmember James noted that he wasn't ready to move forward with this yet, but was interested in working out something they could support. Specifically, he agreed with the Whiskey Ridge suggestion by Council President Norton, and he wanted to review other areas.
- He also wanted to see part or all of the language put back in, especially the language regarding RCW 70.97.
- He also requested clarification about where these proposed zones would be. Interim Director Giffen indicated he could provide a map showing the locations.
- Councilmember James also asked how many of these facilities already exist in the state. Ms. Spiegelberg replied there are currently six in operation and a few more in development. The Department of Commerce has awarded grant funds to another four or five, and the legislature also just authorized two or three more to be funded in the upcoming year. The closest one to Marysville is in Everett. There is also one in Olympia.
- Councilmember James expressed interest in finding out more about how the communities that already have these are feeling about these facilities. Interim Director Giffen referred to the information provided to Council related to the Everett Facility including a floor plan, photographs and notes from the Everett police chief about that facility.

Councilmember James asked if this has to be decided next week. City Attorney Walker explained that the moratorium expires June 2. If Council would like to extend the moratorium they need to give ten days public notice. Council President Norton asked about running this through the Economic Development Committee for a more in-depth discussion. CAO Hirashima indicated they could schedule a meeting if desired.

Councilmember Muller expressed an interest in having more time to discuss this. He asked if there are any restrictions on how many of these are in an area. Interim Director Giffen replied there is no separation requirement in the ordinance, but verbiage about minimum spacing between facilities could be added.

There was consensus among the Council to take more time to discuss this, to have it go through the Economic Development Committee, and advertise for an extension to the moratorium.

Legal

Mayor's Business

Staff Business

Chief McFalls had no comments.

Human Resources Manager Lester had no comments.

Community Development Director Miller had no comments.

City Engineer Laycock reminded Council of the Public Works Committee meeting on Friday. He noted that the Centennial Trail Connector was paved last week. The roadway was also striped at the intersection of 84th and 83rd. They are still waiting on some signal items at that intersection.

Finance Director Langdon reminded Council of the Finance Committee meeting tomorrow at 11:30. Due to recent staffing issues the opening of City Hall will be postponed until the beginning of June.

Parks Director Mizell reminded Council of the opening of Olympic View Park on Friday at 11:00.

Chief Scairpon reported there was a great public event at Liberty Elementary last week. There will be a Commanders' Promotional Exam tomorrow. Four officers will be going through that.

City Attorney Walker had no comments.

CAO Hirashima had no comments.

Call on Councilmembers and Committee Reports

Councilmember James expressed concern about not all councilmembers being able to discuss the ESF item at the Economic Development Committee meeting. CAO Hirashima indicated it could be advertised as a Special Council Meeting so as many councilmembers as are able to attend would be able to participate. Councilmember James indicated a desire to do that. Councilmember Vaughan was in favor of letting it run through the usual process with the committee and have it come back to the Council at a later date. Council President Norton concurred, but also wanted Councilmember James' concerns to be heard. Councilmember James requested an in-depth report from those who attend.

Councilmember Richards reported on the Snohomish County Tomorrow meeting last week. The biggest takeaway was the affordable housing issue. They appointed two community advisory board members. They also saw the draft Buildable Land Report.

Councilmember Muller suggested that Councilmember James could discuss his concerns with committee members prior to the meeting to make sure his concerns are addressed. He agreed that affordable housing is a big concern, but he thinks Marysville has done a really good job tackling this issue and is already one of the leaders in trying to provide affordable housing. He stated that the problem is supply and not just economics.

Councilmember King commented that several people have commented to him about the missing lane markings at the entrance to the Fred Meyer off of State Avenue. He asked if the property owner could address this. City Engineer Laycock replied that staff has looked into this, but he will follow up.

Councilmember Stevens asked for clarification that the Public Works meeting is at 2:00. City Engineer Laycock confirmed that.

Councilmember Vaughan offered Councilmember James his spot in the Economic Development Committee meeting if he would like it.

Council President Norton thanked everyone for their patience tonight.

Adjournment

Motion to adjourn at 9:15 p.m. moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

The meeting was adjourned at 9:15 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #2

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
May 10, 2021**

Call to Order

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

Invocation

The invocation was given by Kate Kilroy of United Methodist Church.

Pledge of Allegiance

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, Police Chief Erik Scairpon, City Attorney Jon Walker, Parks Assistant Director Dave Hall, Community Development Director Haylie Miller, Interim Community Development Director Allan Giffen, Human Resources Manager Teri Lester, Utility Manager Karen Latimer, Community Information Officer (CIO) Connie Mennie, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Approval of the Agenda

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

AYES: ALL

Presentations

- A. Proclamation: Declaring May 9-15, 2021, as Police Week in the City of Marysville and May 15, 2021, as Law Enforcement Memorial Day

Mayor Nehring read the Proclamation and called upon Marysville residents to honor those officers who made the ultimate sacrifice or who became disabled in the line of duty and to reflect upon and appreciate the ways in which our lives are improved by the Marysville Police officers who serve and protect our community and neighborhoods year-round.

Audience Participation

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

10. Approval of the April 21, 2021 City Council Special Meeting Minutes

Councilmember Richards requested to be excused from the April 21 meeting since he had another engagement.

Motion to excuse Councilmember Richards from the April 21, 2021 City Council Special Meeting moved by Councilmember Stevens seconded by Councilmember Muller.

AYES: ALL

Motion to approve the April 21, 2021 City Council Special Meeting Minutes as amended moved by Councilmember Stevens seconded by Councilmember King.

VOTE: Motion carried 6 - 0

AYES: Council President Norton, Councilmember Vaughan, Councilmember King, Councilmember James, Councilmember Stevens, Councilmember Muller

ABSTAIN: Councilmember Richards

11. Approval of the April 26, 2021 City Council Meeting Minutes

Mayor Nehring highlighted a correction to page 6 of 7 under Council Comments. The second section of Councilmember King's comments should be corrected to **Councilmember James**.

Council President Norton referred to page 5 of 7 and noted that Chief McFalls' comment should be corrected to read, "Chief McFalls thanked Chief ~~McFalls~~ **Scairpon**."

Motion to approve the April 26, 2021 City Council Meeting Minutes as amended moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

Consent

1. Approval of the April 23, 2021 Payroll in the Amount of \$1,411,405.59 Paid by EFT Transactions and Check Number 33428 through 33443
2. Approval of the April 28, 2021 Claims in the Amount of \$677,313.48 Paid by EFT Transactions and Check Numbers 147896 through 147974 with Check Number 135839 Voided
4. Consider Approving an Agreement with King County to Accept Grant Funds to Prepare to Respond to Terrorist Attacks and to Approve the Amendment Extending the Agreement to April 30, 2022
5. Consider Approving the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants, in the Amount of \$28,033.00 and Extend the Contract Terms to December 31, 2021
6. Consider Approving the Water Supply Contract with City of Everett and Joint Operating Agreement Participants
7. Consider Approving the Professional Services Agreement with RH2 Engineering, in the Amount of \$463,330.00 for Engineering Services to Update the Sanitary Sewer Comprehensive Plan and Complete a Comprehensive Water, Sewer, and Surface Water Rate Study
8. Consider Approving an Agreement with City of Lake Stevens and Conveyance of Sewage Collection Systems to the City of Marysville
9. Consider Approving the Local Agency Agreement Supplement No. 4 Redistributing \$17,409.50 in Previously-Obligated Federal Construction Funds to Cover Costs Arising from the CM Consultant Agreement and State Force Inspection

Motion to approve Consent Agenda items 1, 2, 4, 5, 6, 7, 8, and 9 moved by Councilmember Vaughan seconded by Councilmember Stevens.

AYES: ALL

Review Bids

Public Hearings

3. Consider Approving a Resolution Approving a Development Agreement with NP Arlington MIC, LLC (NorthPoint Development) Concerning the Development of an Industrial Park in the Cascade Industrial Center

Interim Community Development Director Allan Giffen spoke to this item. He noted that staff had received a letter since the last meeting from the Mowat Group asking questions about drainage through this site from upstream properties into what will

become the relocated Edgecomb Creek. The applicant's engineer, LDC, has responded and indicating they are working with all the upstream property owners and have provided for conveyance through the NorthPoint site so all those properties will continue to drain and maintain the hydrology of Edgecomb Creek.

Staff also received an email and several voicemail messages from Jim Klein expressing a number of concerns, particularly about aesthetics as it relates to residential properties located east of the NorthPoint property. That information was provided to the developer's representative to communicate with Mr. Klein.

The public hearing was opened at 7:14 p.m. and public comments were solicited.

Public Comments:

David Toyer, Toyer Strategic Advisors, 10519 20th Street SE, Suite 3, Lake Stevens, WA 98258, stated his firm is one of the consultants for the applicant, NorthPoint, and they have been integrally involved in the development of the Development Agreement. He pointed out the area in which this development is proposed and which the Development Agreement covers was jointly planned between Arlington and Marysville. Plans go back to 2008 for this to be an Industrial Center in coordination with Snohomish County and Snohomish County Tomorrow. It was approved as a Manufacturing Industrial Center by the Puget Sound Regional Council and also assigned Growth Management employment targets. He summarized that this area has been planned to be a major employment center for some time. NorthPoint has the opportunity to pull together a development that will be comprehensive and well-designed. The relocation and restoration of Edgecomb Creek will be another benefit of this project. The project is consistent with the City's design standards and development regulations. The Development Agreement will protect the City as to how this project will unfold over the next several years and will offer the developer protection regarding how this is expected to proceed.

Seeing no further comments, the public hearing was closed.

Motion to adopt Resolution No. 2497, a Development Agreement with NP Arlington MIC, LLC (NorthPoint Development) Concerning the Development of an Industrial Park in the Cascade Industrial Center moved by Councilmember Vaughan seconded by Councilmember James.

AYES: ALL

New Business

Legal

Mayor's Business

- Thanks to Council President Norton for chairing the lengthy work session last week.

- Thanks to everyone who attended and organized the ribbon-cutting of Olympic View Park.
- He also thanked the Council for funding, the State for providing a tremendous grant, and staff for their great work on the Centennial Trail Connector.
- He was under the impression that the Governor signed the bill today.

Staff Business

Chief Scairpon:

- He congratulated Dave Hall and the Parks team for opening the park.
- Police entered into a six-month mental health grant with the State for the impact team. They will be reapplying for the State Chiefs and Sheriffs Association Grant to continue that program for the next year.
- He thanked the Mayor for the Proclamation and honored the memory of Sgt. William Don Arndt of the Marysville Police Department who made the ultimate sacrifice in the line of duty on February 5, 1966.

Director Langdon:

- She thanked the police officers for keeping the community safe.
- Staff received notice today from the Treasury Office that the American Rescue Plan portal is open; staff will work on applying for the stimulus funds for the City.

Director Miller:

- She echoed thanks to the Police Department for their service.
- She thanked Interim Director Giffen and the rest of staff for their hard work on the NorthPoint Development Agreement.

Asst. Director Hall:

- He thanked everyone for the recognition of Parks' projects.
- He expressed appreciation to the police for the great work they do in the city.
- He was very pleased to report that spring soccer season kicked off tonight.

Chief McFalls further recognized the Marysville Police Department and echoed the great news about soccer and other things in the city opening up again.

Utility Manager Latimer:

- She thanked Council for coming out to the ribbon-cutting for Olympic View Park and to walk the new connector trail for Centennial Trail.
- She expressed appreciation to Chief Scairpon and all police for their great work and sacrifice.

Human Resources Manager Lester echoed appreciation to Chief Scairpon and all the police officers in the city for their service.

CIO Mennie expressed appreciation to all the hardworking staff in the city.

City Attorney Walker:

- He gave some clarification about excusing absences.
- He stated the need for an Executive Session to address one item regarding the purchase of real estate expected to last five minutes with no action expected.

CAO Hirashima:

- She congratulated Parks and Public Works Department on the opening of Olympic View Park and the Centennial Trail Connector. Both are remarkable projects for the City.
- She also expressed appreciation to the Police Department.
- She then reminisced about the Smokey Point area and how far it has come. She thanked everyone who has had any involvement in this process and especially NorthPoint for investing in the area and helping the City achieve its vision for the area.

Call on Councilmembers and Committee Reports

Councilmember Vaughan had the following comments:

- He thanked CAO Hirashima for reviewing the history of the Smokey Point area. He thanked staff for their hard work to bring this about. He also recognized the perseverance of Council over many years to stick to this vision.
- He reported on last week's Finance Committee meeting. There was a review of the budget and sales tax collection and utility billing. Total sales tax collection is up about 15.5%. Construction sales tax is down about 13%. Non-construction sales tax is up 20.4%. Things are tracking well with the budget. The City continues to fare a bit better than national numbers as far as sales go. Regarding utility billing, \$19,025 in utility billing assistance grants have been awarded to about 95 accounts. The utility revenue bond rating was upgraded from AA to AA+. The committee also received an update on the American Rescue Plan.

Councilmember Stevens:

- He extended thanks to Chief Scairpon and the Police Department for their service this week and every week.
- He commended Interim Director Giffen for his work putting together the Development Agreement for the City.
- He also thanked CAO Hirashima for her review of the history of the Smokey Point area. He expressed appreciation to NorthPoint and everyone else involved in investing in that area.

Councilmember Muller:

- He expressed appreciation to Chief Scairpon and all of the Marysville Police Department.
- He commented on the amazing amount of development happening up north.
- He commented on the Public Works Committee meeting which took place on the new trail last week. He noted that not too long ago Marysville was considered an

unhealthy community, but since they put their walkability initiative in place they now have a tremendous amount of walkable and bike-able trails.

Councilmember Richards:

- He echoed appreciation to law enforcement and noted they should be appreciated year round.
- He enjoyed the ribbon-cutting last week and appreciated the opportunity to see the park and walk the trail.
- He expressed appreciation to Mr. Klein for his letter and commented on the long-term vision of the City for this area.

Councilmember James:

- He is happy to see all the trails coming together in the city. He appreciated the ribbon-cutting for Olympic View Park.
- The city-sponsored Shred-a-thon on Saturday was a big success. It's great to see citizens recycling.
- He expressed appreciation to everyone involved in making the Cascade Industrial Center a reality.
- He commented that the Economic Development Committee had a good discussion regarding Enhanced Services Facilities. More will be coming back to Council about this.
- He thanked Chief Scairpon and all Marysville Police for their service, especially during these difficult times.

Councilmember King:

- He enjoyed the Olympic View Park ribbon-cutting. He relayed some history about the previous owner of the property, Don Hendrickson who is a 98-year old WWII Veteran.
- He recognized the Marysville Police Department for their work and spoke to his memory of Sgt. Arndt who was a family friend.

Council President Norton:

- She was very pleased with the park opening and the tour of the new trail connector. She expressed appreciation for Marysville's many great parks.
- She echoed thanks to staff and Council for the work they have done on the NorthPoint project.
- She expressed gratitude to Chief Scairpon and all police officers in the area for their commitment and great sacrifices they make.

Adjournment/Recess

Council recessed at 7:48 p.m.

Executive Session

Council reconvened in Executive Session at 7:48 p.m. for five minutes to address the purchase of real estate with no action expected.

- A. Litigation
- B. Personnel
- C. Real Estate - one item; RCW 42.30.110(1)(b)

Executive Session was extended 15 minutes and no action was taken.

Reconvene

Council reconvened at 8:08 p.m.

Adjournment

Motion to adjourn moved by Council President Norton seconded by Councilmember Stevens.

AYES: ALL

The meeting was adjourned at 8:08 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the May 5, 2021 claims in the amount of \$1,749,128.33 paid by EFT transactions and Check No.'s 147975 through 148093 with check numbers 137190, 138930, 147317 and 147699 voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,749,128.33 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 147975 THROUGH 148093 WITH CHECK NUMBERS 137190, 138930, 147317 AND 147699 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 **24th DAY OF MAY 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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**CITY OF MARYSVILLE
 INVOICE LIST**

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FOR INVOICES FROM 5/5/2021 TO 5/5/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147975	CHICAGO TITLE INSURANCE	EARNST MONEY DEPOSIT	AFFORDABLE HOUSING	5,000.00
147976	AMERICAN PROCESS	RELEASE RETAINAGE	UTILITY CONSTRUCTION	493,998.28
147977	STRIDER CONSTRUCTION	PAY ESTIMATE #12	GMA - STREET	472,009.90
147978	*AL'S TRUCK*	CREDIT FOR RETURN BEVELER	STORM DRAINAGE	-175.68
	AL'S TRUCK		SEWER MAIN COLLECTION	-175.68
	AL'S TRUCK	HYDRAULIC HOSE ASSEMBLY	EQUIPMENT RENTAL	171.07
	AL'S TRUCK	SUCTION HOSE 3" HYDRAULIC	EQUIPMENT RENTAL	254.74
147979	ABOU-ZAKI, KAMAL	INTERPRETER SERVICE	COURTS	100.00
147980	AMAZON CAPITAL	CREDIT MEMO 1QJN-DLFF-JCTV	ROADSIDE VEGETATION	-29.34
	AMAZON CAPITAL	TORX IMPACT	PARK & RECREATION FAC	21.18
	AMAZON CAPITAL	SUPPLIES	OFFICE OPERATIONS	21.86
	AMAZON CAPITAL	TOOLS & SUPPLIES	COMPUTER SERVICES	159.75
	AMAZON CAPITAL	GALVANIZED TURBINES, LOUVER	ROADSIDE VEGETATION	222.47
147981	AMENDE, KATHRYN	UB REFUND	GARBAGE	29.96
147982	AMERICAN SAFETY & HE	CPR CARDS	EXECUTIVE ADMIN	958.57
147983	APEX HYDROVAC TOOLS	TIGER TAIL	STORM DRAINAGE	213.13
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	213.14
	APEX HYDROVAC TOOLS	REAL COUNTERS	STORM DRAINAGE	490.21
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	490.21
147984	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
147985	BANK OF AMERICA	EMPLOYEE APPRECIATION	POLICE PATROL	561.09
147986	BOMAR, RICK	OUTDOOR SPEAKER INSTALL	OPERA HOUSE	100.00
147987	BOTESCH, NASH & HALL	CONTRACT ADMINISTRATION CONSULTANT	CAPITAL EXPENDITURES	63,231.30
147988	BOURQUE, DAVID A	UB REFUND	GARBAGE	25.03
147989	BRIM TRACTOR	OREGON CAT RECOVERY FEE	EQUIPMENT RENTAL	7.47
	BRIM TRACTOR		EQUIPMENT RENTAL	42.74
147990	C WORKS INC	U-BOLTS AND LINKS	WATER/SEWER OPERATION	-10.90
	C WORKS INC		WATER RESERVOIRS	128.15
147991	CARDWELL, IRATXE	INTERPRETER SERVICES-ARRAIGNMENTS	COURTS	100.00
	CARDWELL, IRATXE	INTERPRETER SERVICES-INCUSTODY	COURTS	103.28
	CARDWELL, IRATXE		COURTS	103.28
	CARDWELL, IRATXE		COURTS	106.33
	CARDWELL, IRATXE	INTERPRETER SERVICES-INCUSTODY/AHO	COURTS	178.28
147992	CARDWELL, JOHN	UB REFUND	WATER/SEWER OPERATION	325.74
147993	CENTRAL WELDING SUPPLY	NITROGEN HAZMAT CHARGE	CITY HALL	52.66
147994	CHAMPION BOLT	HEAD SET, HEX JAM NUT, SOCKET SCREW	STORM DRAINAGE	55.75
	CHAMPION BOLT		SEWER MAIN COLLECTION	55.75
147995	CLEAN CUT TREE & STU	TREE REMOVAL	PARK & RECREATION FAC	1,311.60
147996	CODE PUBLISHING	APRIL 2021 MMC SUPPLEMENT PAGES	CITY CLERK	590.22
147997	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	213.10
147998	COOP SUPPLY	DUAL CUT BY LOPPER	STORM DRAINAGE	104.91
147999	CORE & MAIN LP	METER BOX LIDS	WATER SERVICE INSTALL	1,108.30
	CORE & MAIN LP	METER BOXES	WATER SERVICE INSTALL	1,167.32
148000	CUMMINS NORTHWEST	CEDARCREST GENSET SERVICE CALL	PUMPING PLANT	392.44
148001	DELA CRUZ, DAISY	UB REFUND	WATER/SEWER OPERATION	366.48
148002	DOBBS PETERBILT	WINDSHIELD GLASS	EQUIPMENT RENTAL	326.66
148003	DUNLAP INDUSTRIAL	GRANULAR FLOOR BAGS	ER&R	268.46
	DUNLAP INDUSTRIAL		SOLID WASTE OPERATIONS	1,163.33
148004	E&E LUMBER	BRASS HEX BUSH, PIPE ADAPTER	SOURCE OF SUPPLY	6.54
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	7.62
	E&E LUMBER	ROPE, MASONRY GRIND	STORM DRAINAGE	40.54
	E&E LUMBER	PIPE, ADAPTERS, CEMENT, CLAMPS	METER READING	55.29
	E&E LUMBER	TREATED 2X4, MASONRY CUT OFF WHEEL	STORM DRAINAGE	65.70
	E&E LUMBER	PIPE, LOPPER, ELBOW, ADAPTERS, CEMENT	METER READING	85.73
	E&E LUMBER	PICKLING VINEGAR	SUNNYSIDE FILTRATION	91.59
148005	EAGLE FENCE	CHAIN LINK FENCE REPAIR	STORM DRAINAGE	915.33
148006	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148033	LOWES HIW INC	TETHERED FLOAT SWITCH	WATER DIST MAINS	28.00
	LOWES HIW INC	HOLE SAW, ARBOR	PARK & RECREATION FAC	81.73
148034	MARTZ, TERRILL	UB REFUND	WATER/SEWER OPERATION	70.65
148035	MATIAS, JON	REFUND DEPOSIT	GENERAL FUND	250.00
148036	MCFARLAND, NORMAN &	UB REFUND	WATER/SEWER OPERATION	210.31
148037	MCKESSON MEDICAL	GLOVES	POLICE PATROL	217.31
148038	MCNIEL, ELISABETH	UB REFUND	WATER/SEWER OPERATION	33.22
148039	MOUNTAIN MIST	WATER COOLER AND BOTTLED WATER	SEWER MAIN COLLECTION	20.25
	MOUNTAIN MIST		WASTE WATER TREATMENT	20.26
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	20.26
148040	MUNICH, KURT	UB REFUND	WATER/SEWER OPERATION	215.33
148041	NAPA AUTO PARTS	LOCK KIT	STORM DRAINAGE	3.39
	NAPA AUTO PARTS		SEWER MAIN COLLECTION	3.39
	NAPA AUTO PARTS	SPARK PLUGS	EQUIPMENT RENTAL	8.26
	NAPA AUTO PARTS	BLUE DEF 1G	STORM DRAINAGE	27.67
	NAPA AUTO PARTS		SEWER MAIN COLLECTION	27.68
	NAPA AUTO PARTS	WIPER BLADES, AIR FILTER, OIL FILTER	ER&R	222.12
148042	NC MACHINERY COMPANY	50 BIT AS-CUTTE	ROADWAY MAINTENANCE	395.12
148043	NORRIS, STEPHEN	REFUND PERMIT COVID 19	PARKS-RENTS & ROYALTIES	400.00
148044	NORTH COAST ELECTRIC	PANEL VIEW 7" WIDE ASPECT RATIO	WASTE WATER TREATMENT	1,921.44
	NORTH COAST ELECTRIC	PANEL VIEW PLUS 7	WASTE WATER TREATMENT	2,483.30
148045	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICE ENDING 3/31/21	STORM DRAINAGE	3,558.75
148046	OFFICE DEPOT	OFFICE SUPPLIES	CITY CLERK	2.54
	OFFICE DEPOT		POLICE PATROL	8.51
	OFFICE DEPOT		POLICE INVESTIGATION	32.78
	OFFICE DEPOT		POLICE INVESTIGATION	49.17
	OFFICE DEPOT		POLICE PATROL	55.71
	OFFICE DEPOT		EQUIPMENT RENTAL	68.19
	OFFICE DEPOT		EQUIPMENT RENTAL	68.19
	OFFICE DEPOT		FINANCE-GENL	84.75
	OFFICE DEPOT		POLICE PATROL	87.47
	OFFICE DEPOT		OFFICE OPERATIONS	131.15
	OFFICE DEPOT		ENGR-GENL	140.67
	OFFICE DEPOT		UTIL ADMIN	140.67
	OFFICE DEPOT		POLICE PATROL	146.59
	OFFICE DEPOT		OFFICE OPERATIONS	393.46
148047	OLSEN, LINDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.99
148048	PACIFIC POWER BATTER	RIPPER 35 LUMEN POCKET	FACILITY MAINTENANCE	5.41
148049	PAPE MACHINERY	FUEL WATER SEPARATOR AND FILTER	ER&R	88.38
148050	PARAMETRIX	PROFESSIONAL SERVICES TO 4/3/21	SURFACE WATER CAPITAL	26,646.97
148051	PEACOCK, WILLIAM	WWCPA CERTIFICATION 4/5-4/7/21	UTIL ADMIN	1,174.00
148052	PETEK & ASSOCIATES	PROFESSIONAL SERVICE	POLICE ADMINISTRATION	385.00
148053	PETROCARD SYSTEMS	FUEL	STORM DRAINAGE	36.83
	PETROCARD SYSTEMS		ENGR-GENL	39.45
	PETROCARD SYSTEMS		COMPUTER SERVICES	51.30
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	84.78
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	162.44
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	258.48
	PETROCARD SYSTEMS		COMMUNITY	268.79
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,207.43
	PETROCARD SYSTEMS		GENERAL	3,053.97
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,419.78
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,127.80
	PETROCARD SYSTEMS		POLICE PATROL	8,359.40
148054	PGC INTERBAY LLC	CEDARCREST GOLF COURSE	MAINTENANCE	34.72
	PGC INTERBAY LLC		MAINTENANCE	47.67
	PGC INTERBAY LLC		PRO-SHOP	60.00
	PGC INTERBAY LLC		PRO-SHOP	119.72

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148054	PGC INTERBAY LLC	CEDARCREST GOLF COURSE	PRO-SHOP	168.68
	PGC INTERBAY LLC		PRO-SHOP	210.00
	PGC INTERBAY LLC		MAINTENANCE	393.48
	PGC INTERBAY LLC		PRO-SHOP	558.90
	PGC INTERBAY LLC		PRO-SHOP	692.00
	PGC INTERBAY LLC		MAINTENANCE	730.09
	PGC INTERBAY LLC		MAINTENANCE	894.33
	PGC INTERBAY LLC		MAINTENANCE	1,378.10
	PGC INTERBAY LLC		PRO-SHOP	1,749.08
	PGC INTERBAY LLC		MAINTENANCE	3,848.12
	PGC INTERBAY LLC		MAINTENANCE	4,437.12
	PGC INTERBAY LLC		GOLF COURSE	5,912.70
	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE/PROSHOP	PRO-SHOP	10,580.79
	PGC INTERBAY LLC		MAINTENANCE	11,863.48
148055	PHAM, JOSEPH	INTERPRETER SERVICES-1A0205197 MVP	COURTS	100.00
148056	PHELPS, MARY & ROBER	UB REFUND	WATER/SEWER OPERATION	5.01
148057	PILCHUCK RENTALS	ROTARY NOZZLE	METER READING	65.57
	PILCHUCK RENTALS		WATER DIST MAINS	65.57
148058	PIN CENTER	LAPEL PINS, AWARD, BOXES	EXECUTIVE ADMIN	1,473.50
148059	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF MAY 2021	GOLF ADMINISTRATION	9,016.15
148060	PUD	ACCT #205136245	SEWER LIFT STATION	15.37
	PUD	ACCT #202461034	UTIL ADMIN	15.66
	PUD	ACCT #222871949	PARK & RECREATION FAC	16.44
	PUD	ACCT #202031134	PUMPING PLANT	17.17
	PUD	ACCT #202012589	PARK & RECREATION FAC	22.47
	PUD	ACCT #203569751	STORM DRAINAGE	24.66
	PUD	ACCT #201065281	PARK & RECREATION FAC	24.94
	PUD	ACCT #202476438	SEWER LIFT STATION	26.04
	PUD	ACCT #201587284	WASTE WATER TREATMENT	27.24
	PUD	ACCT #201668043	PARK & RECREATION FAC	27.31
	PUD	ACCT #202499489	COMMUNITY EVENTS	27.31
	PUD	ACCT #202178158	SEWER LIFT STATION	29.21
	PUD	ACCT #200650745	TRANSPORTATION	31.30
	PUD	ACCT #201610185	TRANSPORTATION	31.32
	PUD	ACCT #202694337	TRANSPORTATION	34.52
	PUD	ACCT #201672136	SEWER LIFT STATION	37.46
	PUD	ACCT #201670890	TRANSPORTATION	41.09
	PUD	ACCT #202368536	TRANSPORTATION	41.55
	PUD	ACCT #202140489	TRANSPORTATION	43.36
	PUD	ACCT #203005160	STREET LIGHTING	43.64
	PUD	ACCT #220792733	STREET LIGHTING	45.72
	PUD	ACCT #202102190	TRANSPORTATION	49.06
	PUD	ACCT #200571842	TRANSPORTATION	52.47
	PUD	ACCT #200827277	TRANSPORTATION	55.31
	PUD	ACCT #202368544	TRANSPORTATION	57.05
	PUD	ACCT #202143111	TRANSPORTATION	66.14
	PUD	ACCT #202557450	STREET LIGHTING	67.93
	PUD	ACCT #202524690	PUMPING PLANT	74.94
	PUD	ACCT #203231006	TRANSPORTATION	84.83
	PUD	ACCT #200084036	TRANSPORTATION	95.18
	PUD	ACCT #202463543	SEWER LIFT STATION	99.06
	PUD	ACCT #220761803	OPERA HOUSE	102.10
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	125.07
	PUD	ACCT #202368551	PARK & RECREATION FAC	129.84
	PUD	ACCT #202000329	PARK & RECREATION FAC	138.19
	PUD	ACCT #200790061	PARK & RECREATION FAC	141.78
	PUD	ACCT #203223458	PARK & RECREATION FAC	142.93
	PUD	ACCT #220761175	OPERA HOUSE	154.24

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148060	PUD	ACCT #200625382	SEWER LIFT STATION	213.23
	PUD	ACCT #200070449	TRANSPORTATION	244.77
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	249.05
	PUD	ACCT #200479541	COMMUNITY CENTER	383.35
	PUD	ACCT #201021607	PARK & RECREATION FAC	430.27
	PUD	ACCT #201021698	PARK & RECREATION FAC	468.05
	PUD	ACCT #202689287	WASTE WATER TREATMENT	699.56
	PUD	ACCT #200586485	SEWER LIFT STATION	878.57
	PUD	ACCT #202075008	WASTE WATER TREATMENT	12,637.45
148061	PUGET CONSTRUCTION	GROUT REPAIR	SEWER MAIN COLLECTION	1,392.48
148062	PUGET SOUND CLEAN	2021 DUES ASSESSMENT	NON-DEPARTMENTAL	44,324.00
148063	PUGET SOUND SECURITY	DUPLICATE KEYS	EQUIPMENT RENTAL	20.49
148064	SHERWIN WILLIAMS	CREDIT MEMO 9756-5	PURCHASING/CENTRAL	-47.87
	SHERWIN WILLIAMS	PAINT - OPERA HOUSE	OPERA HOUSE	42.24
	SHERWIN WILLIAMS	5 GAL STRAINER	PURCHASING/CENTRAL	47.87
148065	SHI INTERNATIONAL	LICENSE FOR EXECUTIME SERVER	UTIL ADMIN	328.11
	SHI INTERNATIONAL		NON-DEPARTMENTAL	328.11
148066	SNO CO FINANCE	BUILD UP OF POLICE INTERCEPTOR	EQUIPMENT RENTAL	2,228.46
	SNO CO FINANCE		EQUIPMENT RENTAL	2,371.24
	SNO CO FINANCE		EQUIPMENT RENTAL	10,964.51
	SNO CO FINANCE		EQUIPMENT RENTAL	12,454.98
	SNO CO FINANCE		EQUIPMENT RENTAL	12,981.25
	SNO CO FINANCE		EQUIPMENT RENTAL	13,374.12
148067	SNO CO PLAN & DEV	BLANKET - 1ST QUARTER	WATER SERVICES	82.40
148068	SNO CO PUBLIC WORKS	SOLID WASTE MARCH 2021	SOLID WASTE OPERATIONS	179,912.00
148069	SOUND PUBLISHING	PUBLICATION ORDINANCE 3180/3181	CITY CLERK	58.80
148070	SOUND SAFETY	UNIFORM - JOHNSTON	SOLID WASTE OPERATIONS	239.36
148071	STAPLES	INK CARTRIDGES	MUNICIPAL COURTS	194.75
148072	STATE FARM INSURANCE	REIMBURSEMENT CLAIM - ALBIZU	RISK MANAGEMENT	9,598.53
148073	SULLIVAN, LESLIE	UB REFUND	WATER/SEWER OPERATION	25.66
148074	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	368.50
148075	SUPERIOR RESTROOMS	SERVICE - PORTABLE TOILET	WATER SERVICES	71.05
	SUPERIOR RESTROOMS		WATER SERVICES	71.05
	SUPERIOR RESTROOMS		WATER SERVICES	71.05
	SUPERIOR RESTROOMS		WATER SERVICES	71.05
	SUPERIOR RESTROOMS		WATER SERVICES	71.05
148076	TARGETSOLUTIONS	TRAINING SOFTWARE	PROBATION	127.28
	TARGETSOLUTIONS		PERSONNEL ADMINISTRATION	226.28
	TARGETSOLUTIONS		TRANSPORTATION	282.85
	TARGETSOLUTIONS		FINANCE-GENL	339.42
	TARGETSOLUTIONS		UTILITY BILLING	339.42
	TARGETSOLUTIONS		COMPUTER SERVICES	339.42
	TARGETSOLUTIONS		PARK & RECREATION FAC	339.42
	TARGETSOLUTIONS		UTIL ADMIN	339.42
	TARGETSOLUTIONS		MUNICIPAL COURTS	381.85
	TARGETSOLUTIONS		EXECUTIVE ADMIN	395.99
	TARGETSOLUTIONS		LEGAL-GENL	395.99
	TARGETSOLUTIONS		RECREATION SERVICES	395.99
	TARGETSOLUTIONS		EQUIPMENT RENTAL	452.56
	TARGETSOLUTIONS		SOLID WASTE OPERATIONS	509.13
	TARGETSOLUTIONS		STORM DRAINAGE	566.42
	TARGETSOLUTIONS		GENERAL	905.12
	TARGETSOLUTIONS		MAINT OF GENL PLANT	905.12
	TARGETSOLUTIONS		ENGR-GENL	961.69
	TARGETSOLUTIONS		WASTE WATER TREATMENT	961.69
	TARGETSOLUTIONS		COMMUNITY	1,018.26
	TARGETSOLUTIONS		POLICE TRAINING-FIREARMS	5,543.86
148077	THYSSENKRUPP ELEVATO	PLATINUM MAINTENANCE 4/1-4/30/21	PUBLIC SAFETY BLDG	335.50

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148077	THYSSENKRUPP ELEVATOR	PLATINUM MAINTENANCE 4/1-4/30/21	CITY HALL	335.50
148078	TRAFFIC DATA	QUIET ZONE STUDY PHASE 1	GMA - STREET	1,950.00
148079	UNITED PARCEL SERVICE	SHIPPING/LATE FEES	POLICE PATROL	87.56
148080	UNIVERSAL FIELD	SERVICES PROVIDED FOR MARCH 2021	GMA - STREET	1,758.02
148081	US MOWER	ROTARY BLADE KIT	ROADSIDE VEGETATION	417.05
148082	USA BLUEBOOK	STEAM SCRUBBER WASHER	WASTE WATER TREATMENT	8,751.65
148083	USAA	REIMBURSEMENT CLAIM - KALATA	RISK MANAGEMENT	1,219.88
148084	VANDERWALKER,M	SPECIAL ORDER CARDS AND ENVELOPES	POLICE ADMINISTRATION	121.95
148085	VOLUNTEERS OF AMERICA	CDBG-COVID 19 EMERGENCY RENTAL ASSIST.	COMMUNITY	23,823.88
148086	WASTE MANAGEMENT	YARD/RECYCLE SERVICE APRIL 2021	RECYCLING OPERATION	146,648.65
148087	WEBCHECK	WEBCHECK SERVICES APRIL 2021	UTILITY BILLING	1,989.26
148088	WESTERN GRAPHICS	DV AWARENESS GRAPHIC	EQUIPMENT RENTAL	218.60
	WESTERN GRAPHICS	CITY LOGO	ER&R	2,513.56
148089	WESTERN PACIFIC CRAN	LOAD SCALE FOR BOOM TRUCK	WASTE WATER TREATMENT	6,973.68
148090	WHITE CAP CONSTRUCT	CREDIT MEMO, BOTTLED WATER	MAINT OF GENL PLANT	-1,099.91
	WHITE CAP CONSTRUCT	PLASTIC BAGS, FLEECE FILTER BAGS	STORM DRAINAGE	170.92
	WHITE CAP CONSTRUCT		SEWER MAIN COLLECTION	170.93
	WHITE CAP CONSTRUCT	CREDIT MEMO, BOTTLED WATER	MAINT OF GENL PLANT	670.23
	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	1,099.91
148091	WIDE FORMAT COMPANY	MONTHLY CHARGE FOR APRIL 2021	UTIL ADMIN	130.07
148092	WINN SOLUTIONS	ANDROID SCANNER	POLICE PATROL	2,463.62
148093	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	58.15
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	59.53
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	59.53
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	59.68
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	108.65
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	110.66

WARRANT TOTAL: 1,752,461.63

LESS VOIDED CHECK #: 137190	CHECK LOST/DAMAGED	(\$210.31)
LESS VOIDED CHECK #: 138930	CHECK LOST/DAMAGED	(\$59.99)
LESS VOIDED CHECK #: 147317	CHECK LOST/DAMAGED	(\$1,563.00)
LESS VOIDED CHECK #: 147699	CHECK LOST/DAMAGED	(\$1,500.00)

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$1,749,128.33

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 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 May 10, 2021 in the amount \$1,686,284.87, paid by EFT Transactions and Check No.33444 through 33460.

COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the May 12, 2021 claims in the amount of \$2,795,720.28 paid by EFT transactions and Check No.'s 148094 through 148259 with check number 137923 voided.</p> <p>COUNCIL ACTION:</p>
--

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

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 **\$2,795,720.28 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 148094 THROUGH 148259 WITH CHECK NUMBER 137923 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 **24th DAY OF MAY 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 5/13/2021
TIME: 9:40:32AM

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148094	LICENSING, DEPT OF	CPL'S	INTERGOVERNMENTAL	18.00
148095	LICENSING, DEPT OF		INTERGOVERNMENTAL	126.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	504.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	774.00
148096	BENEFIT COORDINATORS	JUNE 2021 PREMIUMS	MEDICAL CLAIMS	130,927.26
	BENEFIT COORDINATORS	MAY 2021 PREMIUMS	MEDICAL CLAIMS	132,523.69
148097	PREMERA BLUE CROSS	PREMERA CLAIMS 5/1-5/8/21	MEDICAL CLAIMS	5,308.66
148098	3CMA	POSTING COMMUNICATION SPEC.	EXECUTIVE ADMIN	99.00
148099	AI YOKE YIP	UB REFUND	WATER/SEWER OPERATION	173.01
148100	ALL BATTERY SALES &	ELECTRICAL CONNECTORS, ZIP TIES	EQUIPMENT RENTAL	121.84
148101	AMAZON CAPITAL	WATERPROOF BOOTS RETURN	COMMUNITY	-163.90
	AMAZON CAPITAL	CREDIT FOR LUNGS FOR CPR	EXECUTIVE ADMIN	-54.64
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	5.09
	AMAZON CAPITAL		POLICE INVESTIGATION	15.52
	AMAZON CAPITAL		POLICE INVESTIGATION	18.56
	AMAZON CAPITAL	LUNGS FOR CPR TRAINING	EXECUTIVE ADMIN	49.61
	AMAZON CAPITAL	INMATE MEALS	DETENTION & CORRECTION	93.48
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	122.80
	AMAZON CAPITAL	AUDIO EQUIPMENT COUNCIL CHAMBERS	COMPUTER SERVICES	146.43
	AMAZON CAPITAL	WATERPROOF BOOTS	COMMUNITY	163.90
	AMAZON CAPITAL	LAPTOP DOCK	IS REPLACEMENT ACCOUNTS	225.13
	AMAZON CAPITAL	TOOLS	COMMUNITY	230.70
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	284.17
	AMAZON CAPITAL	AED MACHINE FOR CPR TRAINING	EXECUTIVE ADMIN	640.60
	AMAZON CAPITAL	STANDING DESK CONVERTER	COMMUNITY	1,092.48
148102	AMERICAN PLANNING	MEMBERSHIP FEES CHRIS HOLLAND	COMMUNITY	493.00
148103	APSCO, INC.	MECHANICAL SEAL	SEWER LIFT STATION	5,128.47
148104	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
148105	AWWA	2021 SHORT SCHOOL	UTIL ADMIN	240.00
148106	BANK OF AMERICA	SUPPLIES/EMPLOYEE APPRECIATION	MUNICIPAL COURTS	110.92
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	153.85
148107	BAY ALARM COMPANY	FIRE/MONITORING SERVICE COURT	COURT FACILITIES	127.88
148108	BEACH STREET TOPSOIL	3 YRDS TOPSOIL	PARK & RECREATION FAC	111.32
148109	BEAN, SUSAN M	UB REFUND	GARBAGE	6.46
	BEAN, SUSAN M		GARBAGE	15.59
148110	BEAN, SUSAN M		GARBAGE	7.14
	BEAN, SUSAN M		GARBAGE	17.23
	BEAN, SUSAN M		WATER/SEWER OPERATION	40.06
148111	BECKWITH & KUFFEL	FLOWAY PUMP REBUILD #1	WASTE WATER TREATMENT	13,077.75
148112	BILLING DOCUMENT SPE	BILL SERVICES 4/1-4/30/21	UTILITY BILLING	2,621.84
	BILLING DOCUMENT SPE	BILL SERVICE 4/20-4/30/21	UTILITY BILLING	7,758.03
148113	BLESSED TO BLESS	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
148114	BOB'S SMART HOME	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
148115	BOYD, RAE	NURSE, CONTRACT SERVICES	DETENTION & CORRECTION	1,920.00
148116	BOYS & GIRLS CLUBS	CDBG-MARYSVILLE CAPITAL PROJECT	COMMUNITY	7,852.15
148117	BROOKS, DIANE E	INSTRUCTOR SERVICE	RECREATION SERVICES	138.00
	BROOKS, DIANE E	INSTRUCTOR SERVICES	RECREATION SERVICES	168.00
	BROOKS, DIANE E	INSTRUCTOR SERVICE	RECREATION SERVICES	216.00
148118	BRUCE, KENT D	EXTENSION CABLES	ER&R	63.69
148119	BURPEE, NICHOLAS	UB REFUND	WATER/SEWER OPERATION	6.99
148120	CALIFORNIA STATE	UNCLAIMED PROPERTY	WATER/SEWER OPERATION	34.36
148121	CARLSON, ANNE	REFUND FUSED GLASS CLASS	PARKS-RECREATION	10.00
148122	CARLSON, MEGAN	REFUND BALLET/TAP	PARKS-RECREATION	40.00
148123	CASCADE COLUMBIA	PAX-XL8	WASTE WATER TREATMENT	13,319.43
148124	CASCADE NATURAL GAS	NATURAL GAS 3/17-4/15/21	WATER FILTRATION PLANT	1,911.83
148125	CENTRAL WELDING SUPP	LATEX GLOVES	ER&R	1,252.58
148126	CENTURY 21 NORTH HOM	UB REFUND 8229 32ND PL NE	GARBAGE	8.48

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148127	CLARK, JAMES & CARME	UB REFUND	WATER/SEWER OPERATION	42.43
148128	CLEAN CUT TREE & STU	15 TREE REMOVALS	PARK & RECREATION FAC	10,274.20
148129	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
148130	COASTAL FARM & HOME	WRENCH, PLIERS, SCREW DRIVERS	ROADWAY MAINTENANCE	170.88
148131	COMPASS HEALTH	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	16,263.20
148132	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
148133	COOP SUPPLY	CABLE TIES	PARK & RECREATION FAC	32.77
148134	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,547.89
148135	CRIMINAL JUSTICE	TRAINING - GERFIN	POLICE TRAINING-FIREARMS	200.00
148136	DAMBACHER, KARLA	REFUND: ADULT TAP	PARKS-RECREATION	40.00
148137	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	25.00
148138	DELL	LAPTOP BAGS	IS REPLACEMENT ACCOUNTS	196.70
	DELL	EOC/TRAINING LAPTOP	EXECUTIVE ADMIN	2,204.22
148139	DICK'S DRIVE-INS	REFUND: BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
148140	DICKS TOWING	TOWING 21-20159	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-20687	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-21909	POLICE PATROL	77.47
148141	DK SYSTEMS, INC.	REPAIRED CONDENSER FAN	PUBLIC SAFETY BLDG	2,187.97
148142	DMH INDUSTRIAL	TORNADO AERATOR #210	WASTE WATER TREATMENT	362.34
	DMH INDUSTRIAL	TORNADO AERATOR INSPECTION #232	WASTE WATER TREATMENT	362.34
148143	DOBBS PETERBILT	CREDIT 320C-0026 FLEX PIPE	EQUIPMENT RENTAL	-759.55
	DOBBS PETERBILT	FREIGHT	EQUIPMENT RENTAL	411.15
	DOBBS PETERBILT	PIPE FLEX	EQUIPMENT RENTAL	763.38
	DOBBS PETERBILT	DIAGNOSE CHECK ENGINE LIGHT	EQUIPMENT RENTAL	2,253.62
	DOBBS PETERBILT	FLEX PIPE, GASKETS, CLAMPS	EQUIPMENT RENTAL	2,787.79
148144	DUNFORD, TARA	FINANCIAL STATEMENT PREPARATION	FINANCE-GENL	7,560.00
148145	DURHAM, MAKENNA	REFUND: BALLETTAP	PARKS-RECREATION	40.00
148146	DURST, LIBBEY & RON	UB REFUND	WATER/SEWER OPERATION	6.98
148147	E&E LUMBER	POLY HOSE, HOSE WASHERS	MAINT OF GENL PLANT	16.73
	E&E LUMBER	WIND RESISTANT LIGHTER, FASTNERS	PARK & RECREATION FAC	17.55
	E&E LUMBER	BAR OIL	WATER DIST MAINS	28.93
	E&E LUMBER	SPRAY PRIMER, MOHAIR COVER	ROADSIDE VEGETATION	66.44
	E&E LUMBER	5 GAL GACOROOOF WHITE	ROADSIDE VEGETATION	635.40
148148	ENRIQUEZ, RAQUEL	WSBA CARD APPLICATION FEE	LEGAL - PROSECUTION	51.25
148149	ENSOR, BROOKE	WATER QUALITY SAMPLES	STORM DRAINAGE	32.93
148150	ENVIRONMENTAL PRODUC	JACKET HYDRANT HOSE, CAMLOCK	WATER/SEWER OPERATION	-55.47
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	325.96
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	325.97
148151	EVERETT AUTO PARTS	NAPA DEF	STORM DRAINAGE	26.32
	EVERETT AUTO PARTS		SEWER MAIN COLLECTION	26.32
148152	EVERETT TIRE & AUTO	4 WHEEL ALIGNMENT	EQUIPMENT RENTAL	248.81
148153	EVERETT, CITY OF	ANIMALS TO THE SHELTER MARCH 2021	COMMUNITY SERVICES UNIT	2,640.00
148154	FASTENAL COMPANY	BIT TIP, JOBSITE SCISSOR	PARK & RECREATION FAC	98.58
148155	FEDEX	SHIPMENTS TO ACLARA TECHNOLOGIES	WATER SERVICES	1,109.46
148156	FELDMAN & LEE P.S.	PUBLIC DEFENDER REIMBURSEMENT	PUBLIC DEFENSE	161.00
	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	52,000.00
148157	FISHER, MALLORY	REFUND BALLETTAP	PARKS-RECREATION	40.00
148158	FORTYGIN, SVETLANA &	UB REFUND	WATER/SEWER OPERATION	25.29
148159	FRANCOTYP-POSTALIA	POSTAGE METER 4/19-7/18/21	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 ADMINISTRATION	26.78
	FRANCOTYP-POSTALIA		UTILITY BILLING	26.78
	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	COMMUNITY	109.84
	FRANCOTYP-POSTALIA		UTIL ADMIN	109.85
148160	FRANS, ANNIE	REFUND BEGINNER GUITAR	PARKS-RECREATION	75.00
148161	FRANULOVICH, CRISSI	REFUND BALLETTAP	PARKS-RECREATION	40.00

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148162	GALBRAITH, JEAN	UB REFUND	WATER/SEWER OPERATION	23.66
148163	GALLS, LLC	UNIFORMS, ADAMS	POLICE PATROL	18.74
	GALLS, LLC	TIE BAR, LAWLESS	POLICE ADMINISTRATION	28.68
	GALLS, LLC	TIE BARS	POLICE ADMINISTRATION	56.86
	GALLS, LLC	UNIFORMS, ADAMS	POLICE PATROL	191.22
	GALLS, LLC	UNIFORMS, ALBANESE	POLICE PATROL	707.62
148164	GENUINE AUTO GLASS	WINDSHIELD REPAIR J064	EQUIPMENT RENTAL	103.84
148165	GOVCONNECTION INC	SMART RACK CABINET	COMPUTER SERVICES	365.42
148166	GRACE ACADEMY	REFUND GRACE ACADEMY HS SOCCER	PARKS-RECREATION	78.00
148167	GRAINGER	WHEEL CHAIR SIGNS	PARK & RECREATION FAC	15.87
	GRAINGER		PARK & RECREATION FAC	31.74
	GRAINGER	ENTRANCE MAT	WASTE WATER TREATMENT	93.56
	GRAINGER	LENS WIPES, TRASH GRABBER	ER&R	436.45
148168	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	231.24
	GRANITE CONST		ROADWAY MAINTENANCE	1,070.55
	GRANITE CONST		ROADWAY MAINTENANCE	1,195.28
	GRANITE CONST		ROADWAY MAINTENANCE	1,412.02
148169	GREENHAUS PORTABLE	PORTABLE RESTROOMS AT MPHS	RECREATION SERVICES	465.00
148170	GRIFFEN, CHRIS	PROFESSIONAL SERVICES	PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	267.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
148171	HANSON, MEGAN	REFUND BALLET/TAP	PARKS-RECREATION	40.00
148172	HD FOWLER COMPANY	CONCRETE LIDS	WATER SERVICES	218.00
	HD FOWLER COMPANY	WHITE PAINT, HAND WRENCH	ER&R	516.27
148173	HEWLETT PACKARD	PRINTER TONER/MAINTENANCE	SEWER MAIN COLLECTION	5.53
	HEWLETT PACKARD		STORM DRAINAGE	5.53
	HEWLETT PACKARD		UTIL ADMIN	8.34
	HEWLETT PACKARD		PARK & RECREATION FAC	8.76
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	10.37
	HEWLETT PACKARD		WASTE WATER TREATMENT	17.95
	HEWLETT PACKARD		WATER QUAL TREATMENT	22.81
	HEWLETT PACKARD		CITY CLERK	72.61
	HEWLETT PACKARD		FINANCE-GENL	72.61
	HEWLETT PACKARD		UTILITY BILLING	84.18
	HEWLETT PACKARD		MUNICIPAL COURTS	99.41
	HEWLETT PACKARD		COMPUTER SERVICES	287.07
148174	HOFSETH, PAUL & M MA	UB REFUND	GARBAGE	73.40
148175	HOGAN, TYLER	REFUND OPERA HOUSE	GENERAL FUND	250.00
148176	HOME DEPOT USA	HUSKY TRASH BAGS	ER&R	235.18
148177	HOME DEPOT USA	WASP & HORNET SPRAY	ER&R	57.19
	HOME DEPOT USA	WYPALL WIPES	ER&R	267.09
148178	HOUSING AUTHORITY	AHA ASSESSMENT FY22	NON-DEPARTMENTAL	7,014.00
148179	HUMAN SERVICES	SOCIAL WORKER Q1-2021	EMBEDDED SOCIAL WORKER	41,795.52
148180	HYDRO FLOW PRODUCTS	HOSE, CALIBRATION GUAGE	WATER DIST MAINS	1,989.78
148181	INGRAHAM, GERRIE P	INSTRUCTOR SERVICE	RECREATION SERVICES	441.00
148182	KURTZ, JANELLE	REFUND BEGINNER TAP	PARKS-RECREATION	40.00

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148183	L N CURTIS & SONS	SWAT GEAR	SWAT TEAM	105.14
	L N CURTIS & SONS	SWAT HELMETS	SWAT TEAM	3,123.25
148184	LANGLEY, GARY MARK	UB REFUND	WATER/SEWER OPERATION	106.10
148185	LASTING IMPRESSIONS	SERVICE JACKET	PERSONNEL ADMINISTRATION	68.40
	LASTING IMPRESSIONS		CITY COUNCIL	183.54
	LASTING IMPRESSIONS	UNIFORMS, LAWLESS	POLICE ADMINISTRATION	224.76
148186	LENNAR NORTHWEST INC	UB REFUND - 3427 80TH AVE NE 98270	GARBAGE	571.64
148187	LEATHER, BRYCE	UB REFUND	GARBAGE	55.38
148188	LINCOLN, ABRAHAM & J		WATER/SEWER OPERATION	145.52
148189	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
148190	MARTI, MONTE & CAROL	UB REFUND	WATER/SEWER OPERATION	131.81
	MARTI, MONTE & CAROL		WATER/SEWER OPERATION	200.00
148191	MARYSVILLE FIRE	I'GOVT PROFESSIONAL SERVICES	DETENTION & CORRECTION	384.00
	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	
148192	MARYSVILLE PRINTING	PRINTING SERVICES	POLICE PATROL	581.24
148193	MARYSVILLE, CITY OF	3RD & STATE	PARK & RECREATION FAC	24.53
	MARYSVILLE, CITY OF	1ST BOAT LAUNCH	PARK & RECREATION FAC	25.85
	MARYSVILLE, CITY OF	60 STATE AVE	MAINT OF GENL PLANT	45.65
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	77.87
	MARYSVILLE, CITY OF	117 BEACH AVE	PARK & RECREATION FAC	92.56
	MARYSVILLE, CITY OF	1221 3RD ST	OPERA HOUSE	115.98
	MARYSVILLE, CITY OF	514 DELTA AVE RESTROOM	PARK & RECREATION FAC	115.98
	MARYSVILLE, CITY OF	1218 1ST ST FIRELINE	PUBLIC SAFETY BLDG	128.07
	MARYSVILLE, CITY OF	1218 1ST ST OFFICE	PUBLIC SAFETY BLDG	199.44
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	214.11
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	220.71
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	514 DELTA AVE	COMMUNITY CENTER	669.80
	MARYSVILLE, CITY OF	1015 STATE AVE	COURT FACILITIES	687.62
	MARYSVILLE, CITY OF	1225 3RD ST	OPERA HOUSE	690.71
	MARYSVILLE, CITY OF	514 DELTA AVE SPRAY PARK	PARK & RECREATION FAC	706.08
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	774.97
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,066.16
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,876.08
148194	MERIDIAN CENTER ELEC	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	65.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	65.00
148195	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY SERVICES UNIT	7.85
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	7.85
	MOBILEGUARD, INC.		RECREATION SERVICES	7.85
	MOBILEGUARD, INC.		LEGAL-GENL	7.85
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.85
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	7.85
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.85
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.70
	MOBILEGUARD, INC.		COMMUNITY	15.70
	MOBILEGUARD, INC.		YOUTH SERVICES	23.55
	MOBILEGUARD, INC.		OFFICE OPERATIONS	23.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	23.55
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	23.55
	MOBILEGUARD, INC.		PARK & RECREATION FAC	31.40
	MOBILEGUARD, INC.		GENERAL	31.40
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	31.40

DATE: 5/13/2021
 TIME: 9:40:32AM

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/12/2021 TO 5/12/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148195	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	LEGAL - PROSECUTION	39.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	47.10
	MOBILEGUARD, INC.		COMMUNITY	47.10
	MOBILEGUARD, INC.		STORM DRAINAGE	47.10
	MOBILEGUARD, INC.		DETENTION & CORRECTION	54.95
	MOBILEGUARD, INC.		POLICE INVESTIGATION	62.80
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	70.65
	MOBILEGUARD, INC.		ENGR-GENL	86.35
	MOBILEGUARD, INC.		UTIL ADMIN	94.20
	MOBILEGUARD, INC.		COMPUTER SERVICES	119.69
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	141.30
	MOBILEGUARD, INC.		POLICE PATROL	416.05
148196	MOE, ERIKA	REFUND BALLET/TAP	PARKS-RECREATION	40.00
148197	MOTOR TRUCKS	ANTENNA	EQUIPMENT RENTAL	131.36
148198	MUNOZ, EDGAR	UB REFUND	WATER/SEWER OPERATION	273.10
148199	NAPA AUTO PARTS	INTERLOCK TRAILER BALL	PARK & RECREATION FAC	12.82
	NAPA AUTO PARTS	BALL MOUNT, PIN CLIPS	PARK & RECREATION FAC	45.79
	NAPA AUTO PARTS	SOCKET ADAPTER	HYDRANTS	51.76
	NAPA AUTO PARTS	EXTERIOR MIRROR ASSEMBLY	EQUIPMENT RENTAL	178.37
	NAPA AUTO PARTS	AIR/OIL FILTERS	ER&R	336.97
148200	NATIONAL BARRICADE	SUPPLIES FOR EVOC	POLICE PATROL	606.06
148201	NCSI	EMPLOYMENT BACKGROUND SCREENING	GOLF ADMINISTRATION	18.50
	NCSI		PERSONNEL ADMINISTRATION	259.00
	NCSI		PERSONNEL ADMINISTRATION	314.50
148202	NELSON PETROLEUM	SYNTHETIC OIL, TRANSMISSION FLUID	ER&R	1,381.83
148203	NORTH AMERICAN RESCU	SUPPLIES TOURNIQUETS	GENERAL FUND	-31.59
	NORTH AMERICAN RESCU		POLICE PATROL	371.24
148204	NORTHWESTERN AUTO	DRIVER DOOR HINGE REPAIR	EQUIPMENT RENTAL	623.39
148205	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	5.03
	OFFICE DEPOT		UTILITY BILLING	6.87
	OFFICE DEPOT		FINANCE-GENL	10.06
	OFFICE DEPOT		UTILITY BILLING	12.85
	OFFICE DEPOT	BATTERIES, STAMP, POST-IT NOTES	UTILITY BILLING	34.03
	OFFICE DEPOT	EVIDENCE SUPPLIES	POLICE PATROL	37.14
	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	38.24
	OFFICE DEPOT		EQUIPMENT RENTAL	68.19
	OFFICE DEPOT		TRANSPORTATION	80.76
	OFFICE DEPOT		COMMUNITY	202.04
	OFFICE DEPOT		EQUIPMENT RENTAL	284.14
	OFFICE DEPOT	EVIDENCE SUPPLIES	POLICE PATROL	350.12
148206	OLASON, MONICA	INSTRUCTOR SERVICE	RECREATION SERVICES	1,386.00
148207	OREILLY AUTO PARTS	CLEANER, RAZOR BLADES	EQUIPMENT RENTAL	41.54
148208	OSULLIVAN, FAYE	REFUND FUSED GLASS	PARKS-RECREATION	10.00
148209	PAC-VAN INC.	STORAGE CONTAINERS-SENIOR CENTER	PARK & RECREATION FAC	598.69
148210	PARKSON CORP	FREIGHT	WASTE WATER TREATMENT	1,922.15
	PARKSON CORP	PUMP AIRLIFT, CRATE, PUMP	WASTE WATER TREATMENT	16,598.29
148211	PASADO'S SAFE HAVEN	PROFESSIONAL SERVICES	COMMUNITY SERVICES UNIT	4,791.80
148212	PEACE OF MIND	04/26 COUNCIL MEETING MINUTES	CITY CLERK	85.00
148213	PERKINS, MACKENZIE	REFUND BALLET/TAP	PARKS-RECREATION	40.00
	PERKINS, MACKENZIE		PARKS-RECREATION	40.00
148214	PETTY CASH-COMM DEV	PETTY CASH REIMBURSEMENT APRIL 2021	COMMUNITY	12.88
	PETTY CASH-COMM DEV		COMMUNITY	31.65
148215	PGC INTERBAY LLC	GOLF COURSE	MAINTENANCE	27.10
	PGC INTERBAY LLC		PRO-SHOP	58.26
	PGC INTERBAY LLC		PRO-SHOP	130.07
	PGC INTERBAY LLC		MAINTENANCE	189.78
	PGC INTERBAY LLC		PRO-SHOP	205.38
	PGC INTERBAY LLC		PRO-SHOP	434.59

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**CITY OF MARYSVILLE
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FOR INVOICES FROM 5/12/2021 TO 5/12/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148215	PGC INTERBAY LLC	GOLF COURSE	MAINTENANCE	805.42
	PGC INTERBAY LLC		PRO-SHOP	1,123.60
	PGC INTERBAY LLC		MAINTENANCE	1,456.37
	PGC INTERBAY LLC		GOLF COURSE	1,657.98
	PGC INTERBAY LLC		GOLF ADMINISTRATION	2,118.62
	PGC INTERBAY LLC		MAINTENANCE	3,690.79
	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE	PRO-SHOP	9,690.00
	PGC INTERBAY LLC		MAINTENANCE	13,929.57
148216	PLATT ELECTRIC	IMT FD15MWC WHI	MAINT OF GENL PLANT	27.18
	PLATT ELECTRIC	ZIP TIES	PARK & RECREATION FAC	118.04
148217	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.63
	POLICE & SHERIFFS PR		POLICE PATROL	19.18
148218	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	60.00
148219	POWERDMS, INC	SALES TAX ON INV# 129751	POLICE ADMINISTRATION	693.28
148220	PREWITT, RON & CHARL	UB REFUND	WATER/SEWER OPERATION	10.20
148221	PUD	ACCT #205026479	STREET LIGHTING	1.41
	PUD	ACCT #204584361	STREET LIGHTING	2.02
	PUD	ACCT #201931193	PARK & RECREATION FAC	8.43
	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #202177861	PUMPING PLANT	15.12
	PUD	ACCT #204933311	PUMPING PLANT	15.88
	PUD	ACCT #200998532	PARK & RECREATION FAC	16.44
	PUD	ACCT #202791166	PUMPING PLANT	17.33
	PUD	ACCT #202220760	GOLF ADMINISTRATION	18.95
	PUD	ACCT #201380995	PUMPING PLANT	22.57
	PUD	ACCT #221303498	STREET LIGHTING	26.47
	PUD	ACCT #205026479	STREET LIGHTING	28.26
	PUD	ACCT #204584361	STREET LIGHTING	40.40
	PUD	ACCT #220153100	TRANSPORTATION	45.92
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	49.49
	PUD	ACCT #202183679	TRANSPORTATION	49.99
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	53.02
	PUD	ACCT #200800704	STREET LIGHTING	56.56
	PUD	ACCT #200869303	TRANSPORTATION	61.96
	PUD	ACCT #220298624	STREET LIGHTING	63.21
	PUD	ACCT #202689105	WASTE WATER TREATMENT	114.17
	PUD	ACCT #202576112	STREET LIGHTING	122.38
	PUD	ACCT #202572327	STREET LIGHTING	127.03
	PUD	ACCT #202490637	SEWER LIFT STATION	132.71
	PUD	ACCT #222592917	PARK & RECREATION FAC	138.36
	PUD	PUD 9623 55TH AVE NE 3/31-4/28/21	PARK & RECREATION FAC	144.42
	PUD	ACCT #220731285	STREET LIGHTING	147.77
	PUD	ACCT #202294336	STREET LIGHTING	154.46
	PUD	ACCT #202030078	TRANSPORTATION	188.72
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #202604203	STREET LIGHTING	209.07
	PUD	ACCT #200084150	TRANSPORTATION	219.52
	PUD	ACCT #200164598	SOURCE OF SUPPLY	425.17
	PUD	ACCT #202461554	SEWER LIFT STATION	432.33
	PUD	ACCT #201639630	GOLF ADMINISTRATION	527.51
	PUD	ACCT #202882098	STREET LIGHTING	1,080.06
	PUD	ACCT #201098969	PUMPING PLANT	1,380.06
	PUD	ACCT #202576112	STREET LIGHTING	2,447.58
	PUD	ACCT #202604203	STREET LIGHTING	4,181.45
	PUD	ACCT #202882098	STREET LIGHTING	21,601.23
148222	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	17.59
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	54.24
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	60.46

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**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148222	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	67.71
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	75.99
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	100.83
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	187.80
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	213.72
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	231.71
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	437.01
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	694.40
148223	RAY, RICHARD & LESLI	UB REFUND	WATER/SEWER OPERATION	36.14
148224	RICHARD, MICHELLE	REFUND FUSED GLASS	PARKS-RECREATION	10.00
148225	ROACH, GREG	UB REFUND	WATER/SEWER OPERATION	75.08
148226	ROY ROBINSON	BRAKE PAD SET	ER&R	300.77
	ROY ROBINSON	BRAKE ROTOR	ER&R	603.10
	ROY ROBINSON	STRUTS, MOUNT, ROD, SHIELD	EQUIPMENT RENTAL	1,027.79
148227	RUDENKO, PAVEL & LYU	UB REFUND	WATER/SEWER OPERATION	215.50
148228	SECURE A SITE, INC.	TEMPORARY FENCING	CAPITAL EXPENDITURES	1,688.03
148229	SHI INTERNATIONAL	ADOBE ACROBAT PRO LICENSE	UTIL ADMIN	64.71
148230	SHRED-IT US	ON-SITE REGULAR SERVICE 4/23/21	UTILITY BILLING	5.62
	SHRED-IT US		CITY CLERK	5.63
	SHRED-IT US	MONTHLY SHREDDING SERVICES	EXECUTIVE ADMIN	11.19
	SHRED-IT US		LEGAL - PROSECUTION	11.20
	SHRED-IT US	SHREDDING	OFFICE OPERATIONS	29.28
	SHRED-IT US		POLICE PATROL	30.00
148231	SINGH, BALWINDER	UB REFUND	WATER/SEWER OPERATION	51.15
148232	SISKUN POWER EQUIPME	BLADE HOLDER, FLY WHEEL	SMALL ENGINE SHOP	371.17
148233	SMG EQUIPMENT LLC	TURFCARE BRUSH	PARK & RECREATION FAC	11,148.60
148234	SNAP-ON INCORPORATED	TORX WRENCH SET	EQUIPMENT RENTAL	48.40
	SNAP-ON INCORPORATED		EQUIPMENT RENTAL	48.40
	SNAP-ON INCORPORATED	BATTERY, SOCKET	EQUIPMENT RENTAL	147.56
148235	SNO CO PROSECUTING	I'GOV PROFESSIONAL SERVICES	POLICE PATROL	537.50
148236	SNO CO TREASURER	CRIME VICTIM/WITNESS FUND	CRIME VICTIM	760.23
148237	SNO CO TREASURER	INMATE MEDICAL SNO COUNTY JAIL	DETENTION & CORRECTION	3,997.09
148238	SNOHOMISH CO 911	DISPATCH SERVICE	COMMUNICATION CENTER	88,026.43
148239	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	1,099.00
148240	SOUND SAFETY	UNIFORM REPLACEMENT - KING	UTIL ADMIN	153.12
148241	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	765.25
148242	STENSBY, KEVIN & LAU	UB REFUND	WATER/SEWER OPERATION	333.98
148243	TANIS, DANNY R		WATER/SEWER OPERATION	26.15
148244	THOMPSON, KIM	REFUND BALLET/TAP	PARKS-RECREATION	40.00
148245	THORLEIFSON, JOANNE	REFUND BEGINNER GUITAR	PARKS-RECREATION	75.00
148246	TSONG / KIM	UB REFUND	WATER/SEWER OPERATION	35.97
148247	TULALIP CHAMBER	CITY FUNCTION - TAYLOR	OPERA HOUSE	23.00
148248	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	196.96
148249	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	29.66
	UNITED PARCEL SERVIC		POLICE PATROL	65.07
148250	US MOWER	BELTING	ROADSIDE VEGETATION	68.31
148251	VANDERWALKER,M	ASSESSOR'S BREAKFAST	POLICE ADMINISTRATION	49.95
148252	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.53
	VERIZON	AMR LINES	METER READING	288.95
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	480.12
	VERIZON		POLICE PATROL	2,488.46
148253	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	599.00
	WA STATE TREASURER		GENERAL FUND	53,474.37
148254	WAVEDIVISION HOLDING	I-NET LEASE - STILLY	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,438.20
148255	WELSH COMMISSIONING	PROFESSIONAL SERVICES	CAPITAL EXPENDITURES	1,580.85
148256	WEST PAYMENT CENTER	WEST INFORMATION CHARGES 4/1-4/30/21	LEGAL-GENL	392.43

DATE: 5/13/2021
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**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148256	WEST PAYMENT CENTER	WEST INFORMATION CHARGES 4/1-4/30/21	LEGAL - PROSECUTION	392.44
148257	WHITE, MICHELE	REFUND BALLETTAP	PARKS-RECREATION	40.00
148258	WILSON, JERRY & MAUR	UB REFUND	WATER/SEWER OPERATION	25.92
148259	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	CITY CLERK	10.10
	ZIPLY FIBER		CRIME PREVENTION	10.10
	ZIPLY FIBER		PROPERTY TASK FORCE	10.10
	ZIPLY FIBER		SOLID WASTE CUSTOMER	10.10
	ZIPLY FIBER		GOLF ADMINISTRATION	10.10
	ZIPLY FIBER		PURCHASING/CENTRAL	10.10
	ZIPLY FIBER		FACILITY MAINTENANCE	10.10
	ZIPLY FIBER		YOUTH SERVICES	20.20
	ZIPLY FIBER		WATER QUAL TREATMENT	30.30
	ZIPLY FIBER		PARK & RECREATION FAC	40.39
	ZIPLY FIBER		LEGAL-GENL	40.39
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	40.39
	ZIPLY FIBER		GENERAL	40.39
	ZIPLY FIBER		STORM DRAINAGE	40.39
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	40.40
	ZIPLY FIBER		LEGAL - PROSECUTION	50.49
	ZIPLY FIBER		EQUIPMENT RENTAL	50.49
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	58.15
	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	RECREATION SERVICES	60.59
	ZIPLY FIBER		UTILITY BILLING	60.59
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	61.44
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	67.52
	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	FINANCE-GENL	70.69
	ZIPLY FIBER		COMPUTER SERVICES	70.70
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	73.87
	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	EXECUTIVE ADMIN	80.79
	ZIPLY FIBER		POLICE INVESTIGATION	90.89
	ZIPLY FIBER		WASTE WATER TREATMENT	100.99
	ZIPLY FIBER		POLICE ADMINISTRATION	111.09
	ZIPLY FIBER		OFFICE OPERATIONS	111.09
	ZIPLY FIBER		MUNICIPAL COURTS	121.18
	ZIPLY FIBER		UTIL ADMIN	151.48
	ZIPLY FIBER		DETENTION & CORRECTION	161.58
	ZIPLY FIBER		COMMUNITY	171.68
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	203.93
	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	ENGR-GENL	212.07
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	295.50
	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	POLICE PATROL	504.93

WARRANT TOTAL: 2,795,935.78

LESS VOIDED CHECK #: 137923 CHECK LOST/DAMAGED (\$215.50)

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$2,795,720.28

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 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 May 19, 2021 claims in the amount of \$3,657,090.62 paid by EFT transactions and Check No.'s 148260 through 148392.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

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 **\$3,657,090.62 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 148260 THROUGH 148392**, 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 **24th DAY OF MAY 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 5/19/2021 TO 5/19/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148260	CHICAGO TITLE INSURANCE	500119971-KB 4822 61ST ST NE	AFFORDABLE HOUSING	556,877.05
148261	REVENUE, DEPT OF	TAXES APRIL 2021	CITY CLERK	0.80
	REVENUE, DEPT OF		POLICE ADMINISTRATION	42.57
	REVENUE, DEPT OF		GENERAL FUND	43.90
	REVENUE, DEPT OF		WATER/SEWER OPERATION	538.70
	REVENUE, DEPT OF		GOLF ADMINISTRATION	811.56
	REVENUE, DEPT OF		STORM DRAINAGE	5,489.01
	REVENUE, DEPT OF		GOLF COURSE	15,748.94
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	28,066.68
	REVENUE, DEPT OF		UTIL ADMIN	86,424.18
148262	REVENUE, DEPT OF	2ND QTR LEASEHOLD TAX 2020	GOLF COURSE	63.84
148263	REVENUE, DEPT OF	3RD QTR LEASEHOLD TAX 2020	GOLF COURSE	1,417.74
148264	PREMERA BLUE CROSS	PREMERA CLAIMS 5/09-5/15/21	MEDICAL CLAIMS	62,719.52
148265	LYDIG CONSTRUCTION	CIVIC CENTER PAYMENT 16	CAPITAL EXPENDITURES	
148266	AERATOR SOLUTIONS	SURFACE AERATOR MOTORS	WASTE WATER TREATMENT	6,885.90
148267	ALL BATTERY SALES &	ELECTRICAL TAPE, AIR HOSE	EQUIPMENT RENTAL	456.55
148268	AMAZON CAPITAL	25MM BOLT, BALL MOUNT	WASTE WATER TREATMENT	17.93
	AMAZON CAPITAL	OFFICE SUPPLIES	CITY CLERK	29.62
	AMAZON CAPITAL	TRUCKER CAP	GENERAL	46.12
	AMAZON CAPITAL	OFFICE SUPPLIES	CITY COUNCIL	79.13
	AMAZON CAPITAL		COMPUTER SERVICES	87.38
	AMAZON CAPITAL		FINANCE-GENL	230.27
	AMAZON CAPITAL	INTEGRAL BUBBLER ASSEMBLY	PARK & RECREATION FAC	235.90
	AMAZON CAPITAL	OFFICE SUPPLIES	COMPUTER SERVICES	1,361.38
148269	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
148270	ARLINGTON, CITY OF	STORMWATER FEES	WATER FILTRATION PLANT	49.45
148271	AWWA	2021 WW VIRTUAL SCHOOL - SLENKER	UTIL ADMIN	290.00
148272	AZEVEDO, JAMES & SUS	UB REFUND	GARBAGE	49.96
148273	BANK OF AMERICA	SUBSCRIPTION	UTIL ADMIN	54.06
148274	BANK OF AMERICA	LOGMEIN MEETING	PUBLIC HEALTH EXPENSE	106.33
148275	BANK OF AMERICA	TRAVEL	POLICE ADMINISTRATION	109.99
148276	BANK OF AMERICA	REGISTRATION/OFFICE SUPPLIES	LEGAL-GENL	54.70
	BANK OF AMERICA		LEGAL-GENL	102.96
148277	BANK OF AMERICA	TRAINING/MEAL REIMBURSEMENT	POLICE PATROL	5.00
	BANK OF AMERICA		POLICE ADMINISTRATION	104.27
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	129.12
148278	BANK OF AMERICA	TRAINING	GENERAL FUND	-10.94
	BANK OF AMERICA		ROADSIDE VEGETATION	128.59
	BANK OF AMERICA		UTIL ADMIN	167.70
148279	BANK OF AMERICA	REGISTRATION/ADVERTISING	RECREATION SERVICES	85.07
	BANK OF AMERICA		COMMUNITY EVENTS	165.76
	BANK OF AMERICA		OPERA HOUSE	180.00
148280	BANK OF AMERICA	POSTAGE/UNIFORM	COMMUNITY	97.55
	BANK OF AMERICA		COMMUNITY	514.76
148281	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	741.07
148282	BANK OF AMERICA	ADVERTISING/TRAINING	RECREATION SERVICES	45.00
	BANK OF AMERICA		UTIL ADMIN	90.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	350.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	400.00
148283	BANK OF AMERICA	SUPPLIES	FINANCE-GENL	10.32
	BANK OF AMERICA		MUNICIPAL COURTS	32.86
	BANK OF AMERICA		COMMUNITY	65.58
	BANK OF AMERICA		UTILITY BILLING	92.85
	BANK OF AMERICA		EXECUTIVE ADMIN	256.68
	BANK OF AMERICA		COMPUTER SERVICES	531.05
148284	BHC CONSULTANTS	PROFESSIONAL SERVICE 3/27-4/23/21	WASTE WATER TREATMENT	522.50
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	10,261.25

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/19/2021 TO 5/19/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148312	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
148313	EVERETT OFFICE	TASK CHAIRS	MUNICIPAL COURTS	1,635.13
148314	EVERETT TIRE & AUTO	GOODYEAR TIRES J013	EQUIPMENT RENTAL	1,648.65
148315	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	79.20
148316	EYER, MATTHEW	SHIPPING AND NOTEBOOK	STORM DRAINAGE	27.23
148317	GALLS, LLC	MAX STRENGTH PEPPER SPRAY	ER&R	75.03
148318	GANNON, TRAVIS & AMA	UB REFUND	WATER/SEWER OPERATION	28.43
148319	GARCES, ANGELINO & C		WATER/SEWER OPERATION	35.03
148320	GENUINE AUTO GLASS	DOOR GLASS REPLACEMENT J015	EQUIPMENT RENTAL	230.63
148321	GOLDSTREET DESIGN	WATER QUALITY 2021 REPORT	WATER/SEWER OPERATION	-3.72
	GOLDSTREET DESIGN		WATER QUAL TREATMENT	1,079.70
148322	GOVCONNECTION INC	MICROSOFT SURFACE PRO	LEGAL - PROSECUTION	1,322.52
148323	GRAINGER	HOSE FITTING, BARBED HOSE FITTINGS	WASTE WATER TREATMENT	51.97
	GRAINGER	REDNAT SOLENOID VALVE	WASTE WATER TREATMENT	259.96
148324	GRANITE CONST	ASPHALT	SIDEWALK MAINTENANCE	411.09
148325	GRATTON, JOHN	UB REFUND	WATER/SEWER OPERATION	56.95
148326	GRAY AND OSBORNE	PROFESSIONAL SERVICE 3/28-4/24/21	STORM DRAINAGE	157.10
	GRAY AND OSBORNE	NORTH 87TH AVE SEWER MODEL	UTIL ADMIN	471.30
	GRAY AND OSBORNE	PROFESSIONAL SERVICE 3/28-4/24/21	SURFACE WATER CAPITAL	4,693.93
148327	GRIFFEN, CHRIS	PROFESSIONAL SERVICES	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	267.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
148328	GRIMM, JEREMY N & AU	UB REFUND	WATER/SEWER OPERATION	51.38
148329	HOME DEPOT USA	HAND SOAP	CUSTODIAL SERVICES	169.72
148330	HUMAN SERVICES	1ST QTR 2021 LIQUOR TAXES/PROFITS	NON-DEPARTMENTAL	2,546.70
	HUMAN SERVICES		NON-DEPARTMENTAL	2,733.60
148331	HYLARIDES, LETTIE	INTERPRETER SERVICE-SPANISH	COURTS	100.00
148332	INNOVATION WELDING	ALUMINUM GUARD RAIL	ROADSIDE VEGETATION	10,656.75
148333	IRON MOUNTAIN	ROCK	SEWER MAIN COLLECTION	1,497.64
	IRON MOUNTAIN		WATER DIST MAINS	1,497.64
148334	JEANS, DANIEL	UB REFUND	WATER/SEWER OPERATION	97.61
148335	JONES, DANIEL & SARA		WATER/SEWER OPERATION	25.17
148336	KNUTH, BRADY	REFUND ADULT SOFTBALL	PARKS-RECREATION	760.00
148337	LASTING IMPRESSIONS	SOCCER LEAGUE T-SHIRTS	RECREATION SERVICES	3,937.53
148338	LEONARD, REMY	PROTEM SERVICE 4/23/21	MUNICIPAL COURTS	185.00
148339	LIAN, DALE	UB REFUND	WATER/SEWER OPERATION	25.66
148340	LOWES HIW INC	GARBAGE CAN	PUBLIC SAFETY BLDG	15.55
	LOWES HIW INC	ELECTRICAL WIRE	MAINT OF GENL PLANT	85.81
	LOWES HIW INC	12 GAL ELECTRIC TANK	PARK & RECREATION FAC	330.93
148341	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE THROUGH 5/1/21	GMA-PARKS	2,059.16
148342	MARYSVILLE AWARDS	PERPETUAL PLAQUE ENGRAVING	CITY COUNCIL	29.24
148343	MARYSVILLE PRINTING	BUSINESS CARDS - GREENE	ENGR-GENL	122.88
	MARYSVILLE PRINTING	DEERING WILDFLOWER ACRES FLYERS	RECREATION SERVICES	336.05
148344	MARYSVILLE, CITY OF	6802 84TH ST NE	GOLF ADMINISTRATION	215.43
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	382.10
148345	MARYSVILLE, CITY OF	WATER SERVICE PERMIT UT21-0218	GMA - STREET	560.00
148346	MCMASTER-CARR	AIR RELEASE VALVE, STEAL VALVE	SEWER LIFT STATION	889.72
148347	MCVAYS MOBILE WELD	SS PIPE WELDING REPAIR	WATER FILTRATION PLANT	382.20
148348	NAPA AUTO PARTS	CREDIT INVOICE 4642-489873	EQUIPMENT RENTAL	-157.87
	NAPA AUTO PARTS	FILTER KIT, GASKET, FILTER	EQUIPMENT RENTAL	7.32
	NAPA AUTO PARTS	PLATINUM FILTER KIT - 5	EQUIPMENT RENTAL	39.99

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/19/2021 TO 5/19/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148348	NAPA AUTO PARTS	BELT TENSIONER, IDLER PULLEY	EQUIPMENT RENTAL	80.03
	NAPA AUTO PARTS		EQUIPMENT RENTAL	89.05
	NAPA AUTO PARTS	DISC BRAKE PADS AND ROTOR	EQUIPMENT RENTAL	176.06
	NAPA AUTO PARTS	10 DEF 2.5 GAL	ROADSIDE VEGETATION	176.41
	NAPA AUTO PARTS	CALIPERS AND DEPOSIT FEE	EQUIPMENT RENTAL	314.86
	NAPA AUTO PARTS	FUEL, AIR, AND OIL FILTERS	ER&R	422.20
148349	NESS & CAMPBELL CRAN	CRANE SERVICES	WASTE WATER TREATMENT	1,021.96
148350	NORTHSTAR CHEMICAL	SODIUM HYDROCHLORITE	WATER FILTRATION PLANT	1,008.00
148351	NORTHWEST HYDRAULIC	PLANNING PROFESSIONAL 4/30/21	STORM DRAINAGE	14,438.00
148352	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE P194	EQUIPMENT RENTAL	4,966.64
148353	OFFICE DEPOT	OFFICE SUPPLIES	CITY CLERK	5.37
	OFFICE DEPOT		UTIL ADMIN	11.18
	OFFICE DEPOT		ENGR-GENL	11.18
	OFFICE DEPOT		OFFICE OPERATIONS	14.20
	OFFICE DEPOT		POLICE PATROL	20.23
	OFFICE DEPOT	NAME PLATE - GREENE	ENGR-GENL	20.76
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	43.77
	OFFICE DEPOT		UTIL ADMIN	43.78
	OFFICE DEPOT		POLICE PATROL	57.36
	OFFICE DEPOT		POLICE PATROL	72.12
	OFFICE DEPOT		ENGR-GENL	80.76
	OFFICE DEPOT		ENGR-GENL	123.28
	OFFICE DEPOT		UTIL ADMIN	146.38
	OFFICE DEPOT		POLICE PATROL	201.35
148354	OREILLY AUTO PARTS	TURN SIGNAL SWITCH J003	EQUIPMENT RENTAL	81.12
148355	OTAK	PROFESSIONAL SERVICE 4/3-4/30/21	GMA - STREET	17,879.33
148356	PACIFIC POWER BATTER	SCHOOL BEACON BATTERIES	TRANSPORTATION	352.56
148357	PARTSMASTER	HEX SCREW HEADS	TRANSPORTATION	195.21
148358	PEACE OF MIND	5/10 COUNCIL MEETING MINUTES	CITY CLERK	74.80
	PEACE OF MIND	5/3 COUNCIL WS MINUTES	CITY CLERK	197.20
148359	PERTEET ENGINEERING	PROFESSIONAL SERVICE 4/1-5/2/21	DEVELOPMENT SERVICES	12,825.00
148360	PETROCARD SYSTEMS	FUEL	STORM DRAINAGE	79.05
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	148.82
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	193.91
	PETROCARD SYSTEMS		COMMUNITY	254.69
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,461.94
	PETROCARD SYSTEMS		GENERAL	2,036.18
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,924.29
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,882.09
	PETROCARD SYSTEMS		POLICE PATROL	8,809.40
148361	PHELPS, MARY & ROBERT	UB REFUND	WATER/SEWER OPERATION	159.07
148362	PILCHUCK RENTALS	CHAIN SAW	WATER DIST MAINS	404.40
148363	PLATT ELECTRIC	APS SYSTEM PARTS & HARDWARE	TRANSPORTATION	81.65
	PLATT ELECTRIC	LABEL TAPE AND FITTINGS	SOURCE OF SUPPLY	152.34
	PLATT ELECTRIC	CONDUIT & FITTINGS - EDWARD SPRINGS	SOURCE OF SUPPLY	216.52
148364	POLLARDWATER	LPD-CHLOR TABLETS	WATER DIST MAINS	858.55
148365	PUD	ACCT #201142098	PARK & RECREATION FAC	8.37
	PUD	ACCT #201346665	SEWER LIFT STATION	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #205481823	GOLF ADMINISTRATION	17.01
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #201142155	TRANSPORTATION	33.10
	PUD	ACCT #204829691	STREET LIGHTING	34.05
	PUD	ACCT #200061463	PARK & RECREATION FAC	42.30
	PUD	ACCT #200660439	STREET LIGHTING	43.65
	PUD	ACCT #202294245	SEWER LIFT STATION	44.39
	PUD	ACCT #221610405	STREET LIGHTING	53.60

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 5/19/2021 TO 5/19/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148365	PUD	ACCT #203996343	STREET LIGHTING	56.16
	PUD	ACCT #201909637	SEWER LIFT STATION	108.18
	PUD	ACCT #203291216	GENERAL	108.36
	PUD	ACCT #202368197	PUMPING PLANT	136.92
	PUD	ACCT #200812808	PUMPING PLANT	209.78
	PUD	ACCT #220020531	STREET LIGHTING	222.01
148366	R&R PRODUCTS INC	HYPO CENTRIFUGAL PUMP	SMALL ENGINE SHOP	1,266.79
148367	REDDY, KAVINESH & SE	UB REFUND	WATER/SEWER OPERATION	224.71
148368	REECE TRUCKING	ASPHALT DUMP	SIDEWALK MAINTENANCE	73.20
	REECE TRUCKING	CONCRETE DUMP	SIDEWALK MAINTENANCE	318.84
148369	REIMERS, MARTIN & KA	UB REFUND	WATER/SEWER OPERATION	373.70
148370	RH2 ENGINEERING INC	RISK & RESILIENCE ASSESSMENT TO 5/2/21	UTIL ADMIN	10,817.34
148371	ROBINSON CONSTRUCT	HYDRANT METER DEPOSIT/USAGE FEE	WATER-UTILITIES/ENVIRONME	-233.10
	ROBINSON CONSTRUCT		WATER/SEWER OPERATION	1,150.00
148372	SHAULIS, THOMAS & SA	UB REFUND	WATER/SEWER OPERATION	39.25
148373	SHRED-IT US	SHREDDING SERVICES 03/26/21	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US	RECORD DESTRUCTION	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
148374	SIX ROBBLEES INC	REAR AXLE FENDER ASSEMBLY J013	EQUIPMENT RENTAL	983.70
148375	SNO CO FINANCE	P207 VEHICLE BUILD-UP	EQUIPMENT RENTAL	1,078.74
	SNO CO FINANCE		EQUIPMENT RENTAL	3,208.57
148376	SNO CO PUBLIC WORKS	RR7514 136TH NE & STATE SIGN	TRANSPORTATION	313.31
	SNO CO PUBLIC WORKS	RR7631 88 ST NE/36 AVE NE SIGN	TRANSPORTATION	418.74
148377	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES APRIL 2021	SOLID WASTE OPERATIONS	175,472.00
148378	SONITROL	ANNUAL TESTING FILING FEE WWM	WASTE WATER TREATMENT	27.33
	SONITROL	ANNUAL TESTING FILING FEE WWTP	WASTE WATER TREATMENT	27.33
	SONITROL	ANNUAL CONFIDENCE TESTING - KBCC	COMMUNITY CENTER	218.60
148379	SOUTHWICK, MILES & M	UB REFUND	WATER/SEWER OPERATION	159.83
148380	SPRINGBROOK NURSERY	TOPSOIL AT 58TH SIDEWALK REPAIR	SIDEWALK MAINTENANCE	37.73
148381	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	20.96
	STAPLES	STAMPS	MUNICIPAL COURTS	25.10
	STAPLES	LABELS	MUNICIPAL COURTS	74.31
	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	150.88
148382	SUMMIT DEVELOPMENT	RECOVERY CONTRACT #297 SEWER	WATER-UTILITIES/ENVIRONME	-100.00
	SUMMIT DEVELOPMENT		WATER/SEWER OPERATION	92,883.50
148383	SUPERIOR SOLE WELDIN	HAND RAIL REPAIR	ROADSIDE VEGETATION	1,923.68
148384	TAYLOR, JERAMIE & KR	UB REFUND	WATER/SEWER OPERATION	5.28
148385	TOPCON SOLUTIONS	BLUEBEAM LICENSE	ENGR-GENL	784.50
	TOPCON SOLUTIONS		COMMUNITY	784.50
	TOPCON SOLUTIONS		UTIL ADMIN	784.50
148386	TRACES, CLAVEL O	UB REFUND	WATER/SEWER OPERATION	148.39
148387	TRANSPO GROUP	PROFESSIONAL SERVICE THROUGH 4/30/21	GMA - STREET	4,112.34
	TRANSPO GROUP	PROFESSIONAL SERVICE THROUGH 4/30/21	GMA - STREET	4,280.13
	TRANSPO GROUP	PROFESSIONAL SERVICE THROUGH 4/2/21	GMA - STREET	5,267.71
	TRANSPO GROUP	PROFESSIONAL SERVICE THROUGH 4/30/21	GMA - STREET	8,993.75
148388	TRANSPORTATION	PROFESSIONAL SERVICE 3/16-4/15/21	GMA - STREET	1,909.17
148389	VERIZON	WIRELESS SERVICES	CRIME PREVENTION	23.40
	VERIZON		UTILITY BILLING	23.40
	VERIZON		PURCHASING/CENTRAL	23.40
	VERIZON		PROPERTY TASK FORCE	41.77
	VERIZON		FACILITY MAINTENANCE	51.92
	VERIZON		PERSONNEL ADMINISTRATION	53.43
	VERIZON		EQUIPMENT RENTAL	98.72
	VERIZON		YOUTH SERVICES	125.31
	VERIZON		OFFICE OPERATIONS	125.31
	VERIZON		FINANCE-GENL	137.24
	VERIZON		COMMUNITY SERVICES UNIT	177.23

**CITY OF MARYSVILLE
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 FOR INVOICES FROM 5/19/2021 TO 5/19/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148389	VERIZON	WIRELESS SERVICES	CUSTODIAL SERVICES	179.16
	VERIZON		SEWER LIFT STATION	200.22
	VERIZON		TRANSPORTATION	200.37
	VERIZON		RECREATION SERVICES	214.05
	VERIZON		MUNICIPAL COURTS	235.78
	VERIZON		PARK & RECREATION FAC	244.24
	VERIZON		LEGAL-GENL	257.69
	VERIZON		WATER QUAL TREATMENT	259.18
	VERIZON		LEGAL - PROSECUTION	289.60
	VERIZON		SOLID WASTE CUSTOMER	302.53
	VERIZON		DETENTION & CORRECTION	324.77
	VERIZON		EXECUTIVE ADMIN	331.52
	VERIZON		POLICE INVESTIGATION	334.16
	VERIZON		WATER SUPPLY MAINS	360.27
	VERIZON		WASTE WATER TREATMENT	565.47
	VERIZON		COMPUTER SERVICES	633.74
	VERIZON		STORM DRAINAGE	733.24
	VERIZON		GENERAL	780.22
	VERIZON		POLICE ADMINISTRATION	780.26
	VERIZON		COMMUNITY	782.45
	VERIZON		ENGR-GENL	1,497.50
	VERIZON		UTIL ADMIN	1,913.14
	VERIZON		POLICE PATROL	2,359.56
148390	VISION CHURCH	CDBG-COVID 19 RELIEF	COMMUNITY	10,941.00
148391	WHISTLE WORKWEAR	RUBBER BOOTS, SHORTS, JEANS	SOLID WASTE OPERATIONS	296.41
148392	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	34.53
	ZIPLY FIBER		RECREATION SERVICES	34.54
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	53.45
	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	61.69
	ZIPLY FIBER		UTIL ADMIN	61.70
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	67.67
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	81.98

WARRANT TOTAL: 3,657,090.62

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$3,657,090.62

Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2021 Action

AGENDA ITEM:	
Ordinance renewing for six months the interim regulations relating to enhanced services facilities established by Ordinance No. 3168, and declaring an emergency to exist.	
PREPARED BY:	DIRECTOR APPROVAL:
Allan Giffen, Community Development staff	<i>Haylie Mills</i> CD Director
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Ordinance	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The City Council adopted Ordinance No. 3168 on November 23, 2020, establishing interim regulations that had the effect of prohibiting the siting of Enhanced Services Facilities (ESFs) in Marysville in order to provide the City time to study where such uses may be allowed and to prepare associated zoning regulations. The Planning Commission held four public meetings to discuss the matter and recommended amendments to the Marysville Municipal Code relating to ESFs.

At the City Council work session on May 3, 2021, the City Council referred the matter to the City Council's Economic Development Committee for further review. As Ordinance 3168 is only in effect for six months, in order to keep the interim regulations in effect while the City studies and prepares regulations relating to ESFs, it is necessary to adopt an ordinance that renews the interim regulations established by Ordinance 3168.

A public hearing is required for the City Council to adopt an ordinance renewing the interim emergency regulations.

RECOMMENDED ACTION:

Staff recommends that Council approve Ordinance No. ____, renewing for six months the interim regulations relating to enhanced services facilities established by Ordinance No. 3168, and declaring an emergency to exist.

RECOMMENDED MOTION:

I move to approve Ordinance No. ____, renewing for six months the interim regulations relating to enhanced services facilities established by Ordinance No. 3168, and declaring an emergency to exist.

**CITY OF MARYSVILLE
WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RENEWING FOR AN ADDITIONAL SIX MONTHS THE INTERIM DEVELOPMENT REGULATIONS ADOPTED BY ORDINANCE 3168 THAT AMENDED TITLE 22A AND 22C OF THE MARYSVILLE MUNICIPAL CODE BY DEFINING ENHANCED SERVICES FACILITIES AND SPECIFYING THAT ENHANCED SERVICES FACILITIES ARE NOT PERMITTED IN ANY ZONING DISTRICT WITHIN THE CITY OF MARYSVILLE; AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, Chapter 70.97 RCW provides for the licensing, operations and management of Enhanced Services Facilities in the State of Washington; and

WHEREAS, RCW 70.97.010 defines the term “Enhanced Services Facility” as “a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary” (such facilities hereafter referred to in the plural as “Enhanced Services Facilities”); and

WHEREAS, Enhanced Services Facilities serve individuals 18 years of age or older with either a behavioral health disorder (which includes mental disorders, substance use disorders, or co-occurring mental disorders and substance use disorders), an organic or traumatic brain injury, or a cognitive impairment that results in symptoms or behaviors requiring supervision and support services; and

WHEREAS, RCW 70.97.060 requires that all new facilities are required to meet all applicable state and local rules, regulations, permits, and code requirements; and

WHEREAS, RCW 70.97.090 specifically identifies the following “*residential uses*” as exempt from the Enhanced Services Facility regulations: nursing homes, assisted living facilities, adult family homes, facilities approved and certified under Chapter 71A.22 RCW, residential treatment facilities licensed under Chapter 71.12 RCW, and hospitals. Each of these uses are regulated by the State of Washington under separate state codes and are not treated as similar uses under state law; and

WHEREAS, the Marysville Municipal Code regulates the location and development of “Senior Citizen Assisted” dwellings, “Adult Family Homes,” “Convalescent, Nursing or Retirement Homes,” “Master Planned Senior Communities” and “Residential Care Facilities,” but the current zoning code does not provide a comparable and permanent land use definition for “Enhanced Services Facilities” or establish where such use may locate, or associated development standards; and

WHEREAS, the City Council understands that Enhanced Services Facilities are

needed throughout the State of Washington, however without proper zoning controls, permitting of such a facility in the City of Marysville could result in potential negative impacts on the community; and

WHEREAS, on November 23, 2020, the City Council adopted Ordinance 3168, which adopted interim development regulations amending Chapters 22A.020, 22C.010, and 22C.020 of the Marysville Municipal Code by adopting a definition for “Enhanced Services Facility” and specifying that such facilities are not permitted in any zoning district within the City (which Ordinance 3168 is attached hereto as **Exhibit A**); and

WHEREAS, Ordinance 3168 expires on May 23, 2021; and

WHEREAS, RCW 36.70A.390 authorizes the renewal of interim regulations for an additional six-month period; and

WHEREAS, the City of Marysville Planning Commission has held four meetings on the topic of Enhanced Services Facilities since the enactment of Ordinance 3168 to discuss permanent development regulations on the subject; and

WHEREAS, additional time is needed for the City of Marysville to evaluate appropriate zoning regulations regarding the placement and regulation of Enhanced Services Facilities in the City; and

WHEREAS, the City has determined that renewal of the interim development regulations as adopted by Ordinance 3168 are furthermore necessary to prevent vesting of any permit applications for Enhanced Services Facilities until such time as potential zoning regulations, permitting processes, and any conditions or standards that may be appropriate for Enhanced Services Facilities can be thoroughly reviewed and prepared; and

WHEREAS, pursuant to RCW 36.70A.390, on May 24, 2021, the City Council conducted a public hearing on the renewal of the interim development regulations as adopted by Ordinance 3168 and took public testimony and considered findings of fact.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s findings of fact in support of the renewal of the interim development regulations adopted by Ordinance 3168.

Section 2. Renewal of Interim Development Regulations; Duration. The interim development regulations adopted by Ordinance 3168 on November 23, 2020, attached hereto as **Exhibit A**, are renewed and shall remain in full force and effect for six (6) months following the effective date of this Ordinance.

Section 3. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council. Without an immediate renewal of the interim development regulations as set forth in **Exhibit A**, applications for Enhanced Services Facilities could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, renewal of the interim development regulations as set forth in **Exhibit A** must be effected as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of applications for Enhanced Services Facilities to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 5. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 6. Effective Date. This ordinance shall take effect and be in full force and effect immediately upon passage, as set forth in Section 3, as long as it is approved by a majority plus one of the entire membership of the City Council, as required by RCW 35A.12.130. Pursuant to *Matson v. Clark County board of Commissioners*, 79 Wn. App. 641, 904 P.2d317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the recitals, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

PASSED AND APPROVED by the Marysville City Council this ____ day of May, 2021.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Jon Walker, City Attorney

Exhibit A

22A.020.060 “E” definitions.

“Easement” means a right granted by a property owner to specifically named parties or to the public for the use of certain land for specified purposes.

“Effective date” means the date a final decision becomes effective.

“EIS” means environmental impact statement.

“Elderly” means a person 62 years of age or older.

“Electric scooters and motorcycles” means any two-wheel vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle’s batteries and produces zero emissions or pollution when stationary or operating.

“Electric sign” means any sign containing electrical wiring, lighting, or other electrical components, but not including signs illuminated by a detached exterior light source.

“Electric vehicle” means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on board for motive purpose. “Electric vehicle” includes:

- (1) A battery electric vehicle;
- (2) A plug-in hybrid electric vehicle;
- (3) A neighborhood electric vehicle; and
- (4) A medium-speed electric vehicle.

“Electric vehicle charging station” means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use.

“Electric vehicle charging station – public” means an electric vehicle charging station that is:

- (1) Publicly owned and publicly available (e.g., park and ride parking, public library parking lot, on-street parking); or
- (2) Privately owned and publicly available (e.g., shopping center parking, nonreserved parking in multifamily parking lots).

“Electric vehicle charging station – restricted” means an electric vehicle charging station that is:

(1) Privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking); or

(2) Publicly owned and restricted (e.g., fleet parking with no access to the general public).

“Electric vehicle infrastructure” means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

“Electric vehicle parking space” means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

“Electronic message sign” means a variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix. Also known as “changeable copy sign.”

“Elevated building (floodplain management)” means, for insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Elevation certificate” means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a letter of map amendment (LOMA) or letter of map revision based on fill (LOMR-F).

“Eligible facilities request” means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(1) Co-location of new transmission equipment;

(2) Removal of transmission equipment; or

(3) Replacement of transmission equipment.

Criteria on what constitutes a substantial change is set forth in MMC [22C.250.210](#).

“Eligible support structure” means any existing tower or base station as defined in Chapter [22C.250](#) MMC; provided, that it is existing at the time an eligible facilities modification application is filed with the city.

“Emergency notification services” means services that notify the public of an emergency.

“Emergency services” means 911 emergency services and emergency notification services.

“Emergency support services” means information or database management services used in support of emergency services.

“Energy resource recovery facility” means an establishment for recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat

of combustion of solid waste.

“Engineering feasibility study” means a report prepared by a licensed professional engineer qualified by training to have expert engineering knowledge of a particular subject. The report will identify the capability of the land to withstand disturbance, such as erosion, sedimentation, geological hazards, or other aspects of the development.

"Enhanced Services Facility" means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary and which typically serves individuals with either a mental disorder, a substance use disorder, or co-occurring mental disorder and substance use disorder. Such facilities shall be limited to a maximum 16 bed capacity and shall meet all of the regulatory and licensing requirements of the State of Washington per Chapter 70.97 RCW.

“Environmentally sensitive areas” means those areas regulated by Chapter [22E.010](#) MMC, and their buffers.

“Equipment, heavy” means high-capacity mechanical devices for moving earth or other materials, and mobile power units including, but not limited to:

- (1) Carryalls;
- (2) Graders;
- (3) Loading and unloading devices;
- (4) Cranes;
- (5) Drag lines;
- (6) Trench diggers;
- (7) Tractors;
- (8) Augers;
- (9) Bulldozers;
- (10) Concrete mixers and conveyers;
- (11) Harvesters;
- (12) Combines; or
- (13) Other major agricultural equipment and similar devices operated by mechanical power as distinguished from manpower.

“Erosion” means the wearing away of the earth’s surface as a result of the movement of wind, rain, water and other natural agents which mobilize and transport soil particles.

“Erosion hazard areas” means lands or areas that, based on a combination of slope inclination and the characteristics of the underlying soils, are susceptible to varying degrees of risk of erosion. Erosion hazard areas are classified as low hazard, moderate hazard and high hazard, based on the following criteria:

- (1) Low Hazard. Areas sloping less than 15 percent.
- (2) Moderate Hazard. Areas sloping between 15 and 40 percent and underlain by soils that consist predominantly of silt, clay, bedrock or glacial till.
- (3) High Hazard. Areas sloping between 15 and 40 percent that are underlain by soils consisting largely of sand and gravel, and all areas sloping more steeply than 40 percent.

“Evergreen” means a plant species with foliage that persists and remains green year-round.

“Ex parte communication” means any oral or written communication made by any person, including a city employee or official, pertaining to a matter that is or will be within the jurisdiction of the city council, hearing examiner or planning commission made outside of a public record.

Exceptions (Shoreline Master Program) – Requirements to Obtain Shoreline Permits or Local Reviews (Shoreline Master Program). Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the shoreline management act do not apply to the following:

- (1) Remedial Actions. Pursuant to RCW [90.58.355](#), any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order pursuant to Chapter [70.105D](#) RCW, or to the Department of Ecology when it conducts remedial action under Chapter [70.105D](#) RCW.
- (2) Boat Yard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW [90.58.355](#), any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a National Pollutant Discharge Elimination System storm water general permit.
- (3) WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW [90.58.356](#), Washington State Department of Transportation projects and activities meeting the conditions of RCW [90.58.356](#) are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review.
- (4) Projects consistent with an environmental excellence program agreement pursuant to RCW [90.58.045](#).
- (5) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to Chapter [80.50](#) RCW.

Exemption (Shoreline Master Program). Certain specific developments as listed in WAC [173-27-040](#) as exempt from the definition of “substantial developments” are therefore exempt from the substantial development permit process of the SMA. An activity that is exempt from the substantial development provisions of the SMA must still be carried out in compliance with policies and standards of the Act and the local master program. Conditional use and/or variance permits may also still be required even though the activity does not need a substantial development permit. (RCW [90.58.030](#)(3)(e); WAC [173-27-040](#).) “Exemption (shoreline master program)” also includes the

external retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 (42 USC Sec. 12010 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities.

“Existing and ongoing agricultural activities (small farms overlay zone)” means those activities involved in the production of crops and livestock, and changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, as well as construction of new farm structures, facilities or improved areas. An operation ceases to be ongoing when a formal plat has been approved by the city for development of the small farm.

“Existing and ongoing agricultural activities” means those activities involved in the production of crops and livestock, including but not limited to operation and maintenance of farm and stock ponds or drainage and irrigation systems, changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, facilities or improved areas. Activities which bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program. Forest practices are not included in this definition.

“Existing manufactured home park or subdivision (floodplain management)” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

“Existing (wireless communication facilities)” for purposes of Chapter [22C.250](#) MMC where it is related to a constructed tower or base station, means a constructed tower or base station that has been reviewed and approved under the applicable zoning or siting process or under another applicable state or local regulatory review process, and the term also includes a tower that was lawfully constructed but that was not reviewed and approved because it was not in a zoned area when it was built.

“Exotic species” means any species of plant or animal that is not indigenous to the area.

“Expansion to an existing manufactured home park or subdivision (floodplain management)” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (Ord. 3151 § 5, 2020; Ord. 3146 § 6, 2020; Ord. 3125 § 3 (Exh. B), 2019; Ord. 2852 § 10 (Exh. A), 2011).

22C.010.060 Permitted uses.

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Residential Land Uses									

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Dwelling Units, Types:									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing (14)	C6	C6	C6	C6	C6	C6	C6	C6	
Duplex (14)	C8	P8	P8	P8	P	P	P	P	
Townhouse	P3	P3	P3	P3	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P3	P3	P3		C	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	C2	C2	C2	C2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle									P44
Group Residences:									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	C2	C2	C2	C2	
Residential care facility	P	P	P	P	P	P	P	P	
Master planned senior community (15)	C	C	C	C	C	C	C	C	C
Accessory Uses:									
Residential accessory uses (1), (9), (10), (14), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
Temporary Lodging:									
Hotel/motel					P	P	P	P	
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	
Bed and breakfast inn (4)					P	P	P	P	
<u>Enhanced Services Facility (51)</u>									
Recreation/Cultural Land Uses									
Park/Recreation:									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Recreational vehicle park									C46
Community center	C	C	C	C	C	C	C	C	C
Amusement/Entertainment:									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Cultural:									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
General Services Land Uses									
Personal Services:									
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
Health Services:									
Medical/dental clinic					C	C	C	C	
Supervised drug consumption facility									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
Government/Business Service Land Uses									
Government Services:									
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26
Utility facility	P	P	P	P	P	P	P	P	P
Private storm water management facility	P	P	P	P	P	P	P	P	P
Public storm water management facility	P	P	P	P	P	P	P	P	P
Business Services:									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Wireless communication facility (28)	P C	P C	P C	P C	P C	P C	P C	P C	P C
State-Licensed Marijuana Facilities:									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
Retail/Wholesale Land Uses									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
Resource Land Uses									
Agriculture:									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					
Forestry:									
Growing and harvesting forest products	P34	P34	P34	P34					
Fish and Wildlife Management:									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
Regional Land Uses									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

22C.010.070 Permitted uses – Development conditions.

(1) Accessory dwelling units must comply with development standards in Chapter [22C.180](#) MMC. Accessory dwelling units in the MHP zone are only allowed on single lots of record containing one single-family detached dwelling.

(2) Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.

- (3) Only as part of a planned residential development (PRD) proposal, and subject to the same density as the underlying zone.
- (4) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC.
- (5) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC.
- (6) Subject to cottage housing provisions set forth in MMC [22C.010.280](#).
- (7) Factory-built dwelling units shall comply with the following standards:
- (a) A factory-built house must be inspected at least two times at the factory by the State Building Inspector during the construction process, and must receive an approval certifying that it meets all requirements of the International Building Code. At the building site, the city building official will conduct foundation, plumbing and final inspections.
 - (b) A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.
- (8) Permitted outright in the R-6.5, R-8, and WR-R-4-8 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.
- (9) A garage sale shall comply with the following standards:
- (a) No residential premises shall have more than two such sales per year and no such sale shall continue for more than six days within a 15-day period.
 - (b) Signs advertising such sales shall not be attached to any public structures, signs or traffic control devices, nor to any utility poles. All such signs shall be removed 24 hours after the sale is completed.
- A garage sale complying with the above conditions shall be considered as being an allowable accessory use to all residential land uses. A garage sale violating one or more of the above conditions shall be considered as being a commercial use and will be disallowed unless it complies with all requirements affecting commercial uses.
- (10) Residential accessory structures must comply with development standards in Chapter [22C.180](#) MMC.
- (11) Manufactured homes must:
- (a) Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;

(b) Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located;

(c) Be no more than five years old, as evidenced by the date of manufacture recorded on the HUD data plate. An administrative variance to the requirement that a manufactured home be no more than five years old may be granted by the community development director only if the applicant demonstrates all of the following:

(i) The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;

(ii) The proposed manufactured home is well maintained and does not present any health or safety hazards;

(iii) The variance is necessary or warranted because of the unique size, shape, topography, location, critical areas encumbrance, or other feature of the subject property;

(iv) The proposed manufactured home will be compatible with the neighborhood or area where it will be located;

(v) The subject property is otherwise deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and within an identical zone;

(vi) The need for the variance is not the result of deliberate actions of the applicant or property owner; and

(vii) The variance is the minimum necessary to grant relief to the applicant.

(12) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.

(13) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.

(14) No more than one single-family detached or duplex dwelling is allowed per lot except in cottage housing developments that are developed with all cottages located on a common lot, and accessory dwelling units through the provisions of Chapter [22C.180](#) MMC.

(15) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.

(16) The following conditions and limitations shall apply, where appropriate:

(a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision, mobile/manufactured home park, or multiple-family development proposal; otherwise, a conditional use permit is required;

(b) Lighting for structures and fields shall be directed away from residential areas; and

(c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(17) Golf facilities shall comply with the following:

(a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(b) Restaurants are permitted as an accessory use to a golf course.

(18) Only as an accessory to a cemetery.

(19) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

(20) Only as an accessory to residential use and subject to the criteria set forth in Chapter [22C.200](#) MMC.

(21) Only as an accessory to residential use, provided:

(a) Students are limited to 12 per one-hour session;

(b) All instruction must be within an enclosed structure; and

(c) Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

(22) Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.

(23) Only when adjacent to an existing or proposed school.

(24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

(25) Day care IIs must be located on sites larger than one-half acre and are subject to minimum standards identified in Chapter [22C.200](#) MMC for day care I facilities. Parking facilities and loading areas shall be located to the rear of buildings or be constructed in a manner consistent with the surrounding residential character. Evaluation of site suitability shall be reviewed through the conditional use permit process.

(26) Public safety facilities, including police and fire, shall comply with the following:

(a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

(b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.

(27) Accessory to an apartment development of at least 12 units, provided:

- (a) The gross floor area in self-service storage shall not exceed 50 percent of the total gross floor area of the apartment dwellings on the site;
- (b) All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
- (c) The use of the facility shall be limited to dead storage of household goods;
- (d) No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
- (e) No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
- (f) No residential occupancy of the storage units;
- (g) No business activity other than the rental of storage units to the apartment dwellings on the site; and
- (h) A resident manager shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(28) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including, but not limited to, the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a conditional use subject to MMC [22C.250.040](#).

(29) Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

- (a) They are located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting hours; and
- (b) The site is adjacent to a designated arterial that has been improved to a standard acceptable to the department.

(30) Model Homes.

- (a) The community development director may approve construction of model homes subject to the following conditions:
 - (i) No model home shall be constructed without the issuance of a building permit;
 - (ii) In no event shall the total number of model homes in a preliminary subdivision be greater than nine;
 - (iii) A hard-surfaced roadway to and abutting all model homes shall be constructed to standards determined by the city engineer or designee;

(iv) Operational fire hydrant(s) must be available in accordance with the International Fire Code;

(v) Submittal of a site plan, stamped by a registered civil engineer or licensed surveyor, delineating the location of each structure relative to existing and proposed utilities, lot lines, easements, roadways, topography and critical areas;

(vi) Submittal of building permit applications for each of the proposed structures;

(vii) Approval of water, sewer and storm sewer extension plans to serve the proposed structures; and

(viii) Execution of an agreement with the city saving and holding it harmless from any damages, direct or indirect, as a result of the approval of the construction of model homes on the site.

(b) Prior to occupancy of any model home, the final plat of the subject subdivision shall be approved and recorded.

(31) Any outdoor storage areas are subject to the screening requirements of the landscape code.

(32) Subject to approval of a small farms overlay zone.

(33) May be further subject to the provisions of the Marysville shoreline master program.

(34) Only allowed in conjunction with the small farms overlay zone.

(35) Provided, that the property has received approval of a small farms overlay designation, or is larger than one acre in size.

(36) Only in conjunction with an existing or proposed school.

(37) Except racing of motorized vehicles.

(38) Level 1 and Level 2 charging only.

(39) Allowed only as an accessory use to a principal outright permitted use or permitted conditional use.

(40) The term "rapid" is used interchangeably with "Level 3" and "fast charging."

(41) Only "electric vehicle charging stations – restricted" as defined in Chapter [22A.020](#) MMC.

(42) Rapid (Level 3) charging stations are required to be placed within a parking garage.

(43) One single-family detached dwelling per existing single lot of record. Manufactured homes on single lots must meet the criteria outlined in subsection (11) of this section.

(44) Used as a permanent residence in an established MHP or RV park; provided, that utility hookups in MHPs meet current standards for MHPs or RV parks.

(45) MHPs shall fulfill the requirements of Chapter [22C.230](#) MMC.

(46) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.

(47) Model house sales offices are subject to the requirements of MMC [22C.110.030](#)(12).

(48) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within residential zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

(49) Shipping/cargo and similar storage containers are prohibited on lots within a platted subdivision and properties under one acre in size. Shipping/cargo and similar storage containers may be located on properties over one acre in size if located behind the primary residence, observe all setbacks applicable to an accessory structure, and are screened from public view.

(50) Accessory structures may not be utilized as, or converted to, a dwelling unless the structure complies with the accessory dwelling unit standards outlined in MMC [22C.180.030](#).

(51) Enhanced Services Facilities are prohibited in all residential zones as such are identified and adopted in chapter 22C.010 MMC.

22C.020.060 Permitted uses.

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
Group Residences:										
Adult family home (70)	P	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P			P	P				P

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
Enhanced Services Facility (77)										
Accessory Uses:										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	P	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P	P						
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Recreational vehicle park				C12			C12		C	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P
Community center	P	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:										
Theater		P	P	P	P	P				
Theater, drive-in				C						
Amusement and recreation services		P18	P18	P18	P18	P19	P	C		
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P	P			P	P	C	
Shooting range (14)				P15			P15			
Outdoor performance center				C			C		C	C
Riding academy							P		C	
Cultural:										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P	P			C	P
General Services Land Uses										
Personal Services:										
General personal service	P	P	P	P	P	P	P	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Dry cleaning plant		P	P				P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P	P25	P76	P		
Funeral home/crematory		P	P	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	P24	P24, C20			P	P		
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P	P21			
Veterinary clinic	P	P	P	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	C, P28	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P	P67	P67	P	P		
EV battery exchange station				P			P	P		
Miscellaneous repair		P	P	P			P	P		
Social services		P	P	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	P	P			P	P		
Pet daycare (71), (72)		P	P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
Health Services:										
Medical/dental clinic	P	P	P	P	P	P				P
Hospital		P	P	P	P	C				C
Miscellaneous health	P68	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility										
Education Services:										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C	C	P	C		C
Commercial school	P	P	P		P	P27				C
School district support facility	C	P	P	P	P	P	P	P		P
Vocational school		P	P	P	P	P27				P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	P	P	P	P	P			P

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Utility facility	P	P	P	P		C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	P23	P23			P			P
Taxi stands		P	P	P			P	P		
Trucking and courier service		P31	P31	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)							P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P	P30	P	P		
Commercial vehicle storage							P	P		
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	P30, 37	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing				P			P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P	P		P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	P	P	P	P47	P76	P		
Forest products sales		P	P	P			P			

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Department and variety stores	P	P	P	P	P	P	P76			
Food stores	P	P	P	P	P	P45	P76			
Agricultural crop sales		P	P	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	P	P			P	P		
Motorcycle dealers		C	C	P	P49		P	P		
Gasoline service stations	P	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P	P46	P46	P		
Drug stores	P	P	P	P	P	P	P76	P		
Liquor stores		P	P	P						
Used goods: antiques/secondhand shops		P	P	P	P	P				
Sporting goods and related stores		P	P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P	P				
Jewelry stores		P	P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P	P				
Fuel dealers				P43			P43	P43		
Florist shops	P	P	P	P	P	P				
Pet shops	P	P	P	P	P	P				
Tire stores		P	P	P	P		P76	P		
Bulk retail		P	P	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	P50, 52	P50			P50	P		
Winery/brewery		P53	P53	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Paper and allied products							P	P		
Printing and publishing	P51	P51	P51	P		P51	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54, 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution				P			P			
Resource Land Uses										
Agriculture:										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	C						P	
Mineral:										

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										
Jail		C	C	C			C			
Regional storm water management facility		C	C	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	C56	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	C	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C
School bus base	C	C	C	C			P			C58
Racetrack	C59	C59	C59	C			P			
Fairground							P	P		C
Zoo/wildlife exhibit		C	C	C						C
Stadium/arena				C			C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62	P61, 62		P62	P62		

22C.020.070 Permitted uses – Development conditions.

(1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC, Bed and Breakfasts.

(2) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC, Home Occupations.

(3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter [22C.110](#) MMC, entitled "Temporary Uses."

- (4) All units must be located above a street-level commercial use.
- (5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.
- (6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (7) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.
- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
- (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
 - (b) Lighting for structures and fields shall be directed away from residential areas; and
 - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.
- (13) Golf Facility.
- (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
 - (b) Restaurants are permitted as an accessory use to a golf course.
- (14) Shooting Range.
- (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
 - (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and

(c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.

(15) Only in an enclosed building.

(16) Dock and Boathouse, Private, Noncommercial.

(a) The height of any covered over-water structure shall not exceed 20 feet as measured from the line of ordinary high water;

(b) The total roof area of covered, over-water structures shall not exceed 1,000 square feet;

(c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;

(d) No over-water structure shall extend beyond the average length of all pre-existing over-water structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such pre-existing structures exist within 300 feet, the pier length shall not exceed 50 feet;

(e) Structures permitted hereunder shall not be used as a dwelling; and

(f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.

(17) Boat Launch, Noncommercial or Private.

(a) The city may regulate, among other factors, required launching depth, and length of docks and piers;

(b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and

(c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which it is located.

(18) Excluding racetrack operation.

(19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.

(20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

(21) Permitted as an accessory use; see MMC [22A.020.020](#), the definition of "Accessory use, commercial/industrial."

(22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC [22C.020.060](#).

(23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.

(24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

(25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.

(26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

(27) All instruction must be within an enclosed structure.

(28) Car washes shall be permitted as an accessory use to a gasoline service station.

(29) Public Safety Facilities, Including Police and Fire.

(a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

(b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.

(30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.

(31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.

(32) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including but not limited to the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a CUP may be required subject to MMC [22C.250.040](#).

(33) Subject to the conditions and requirements listed in Chapter [22C.030](#) MMC.

(34) Reserved.

(35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:

(a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and

Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and

(b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.

(36) Mini-storage facilities are subject to the development standards outlined in Chapter [22C.170](#) MMC.

(37) Except heavy equipment.

(38) With outdoor storage and heavy equipment.

(39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.

(40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.

(41) Excluding drinking places such as taverns and bars and adult entertainment facilities.

(42) Excluding vehicle and livestock auctions.

(43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.

(44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.

(45) Limited to 5,000 square feet or less.

(46) Eating and Drinking Places.

(a) Limited to 4,000 square feet or less.

(b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.

(c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.

(47) Limited to hardware and garden supply stores.

(48) Limited to convenience retail, such as video, and personal and household items.

(49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.

(50) Except slaughterhouses.

- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.
- (61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.
- (62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.
 - (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
 - (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term “rapid” is used interchangeably with Level 3 and fast charging.
- (66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC [22C.020.265](#).

(67) Rapid (Level 3) charging stations are required to be placed within a parking garage.

(68) Excepting “marijuana (cannabis) dispensaries,” “marijuana (cannabis) collective gardens,” and “marijuana cooperatives” as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.

(69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial, industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

(70) Permitted within existing legal nonconforming single-family residences.

(71) Subject to the requirements set forth in MMC 10.04.460.*

(72) Pet daycares are restricted to indoor facilities with limited, supervised access to an outdoor fenced yard. Overnight boarding may be permitted as a limited, incidental use. Both outdoor access and overnight boarding privileges may be revoked or modified if the facility is not able to comply with the noise standards set forth in WAC [173-60-040](#).*

(73) Shipping/cargo and similar storage containers may be installed on commercial or industrial properties provided they are screened from public view pursuant to MMC [22C.120.160](#), Screening and impact abatement.

(74) Tanks, generators, and other machinery which does not generate nuisance noise may be located in the service/loading area. Truck service/loading areas shall not face the public street and shall be screened from the public street.


(75) Hotels/motels are prohibited within Arlington Airport Inner Safety Zones (ISZ) 2, 3, and 4. Hotel/motels that are proposed to locate within Arlington Airport Protection Subdistricts B and C shall be required to coordinate with the Arlington Municipal Airport to ensure that height, glare, and other aspects of the hotels/motels are compatible with air traffic and airport operations.

(76) Use limited to properties that have property frontage along State Avenue/Smokey Point Boulevard.

(77) Enhanced Services Facilities are prohibited in all commercial and industrial zones as such are identified and adopted in chapter 22C.020 MMC.

Index #8

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: May 24, 2021**

AGENDA ITEM:	
Fleet Purchase of 2021 Case 721G Loader #H022	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers, Solid Waste/Fleet Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Purchase Order #F12815	
BUDGET CODE:	AMOUNT:
50100048.564000.1932	175,379.64
SUMMARY:	
There was \$600,000 identified in the 2021-2022 City of Marysville budget for the purchase of Fleet vehicles and equipment. This purchase was originally identified in the 2019-2020 budget and replaces #551 a 1995 Case 621B wheeled loader. City staff is utilizing the Washington State Department of Enterprise Services Contract #01217 from Sonsray Machinery located in Marysville. The price reflects the trade-in of #551 for \$20,000.00.	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the purchase order with Sonsray Machinery for the purchase of a 2021 Case 721G Loader in the amount of \$175,379.64.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the purchase order with Sonsray Machinery for a 2021 Case 721G Loader in the amount of \$175,379.64.



FLEET SERVICES DIVISION
 80 Columbia Ave.
 Marysville, WA 98270
 (360) 363-8250
 (360) 651-5524 Fax

#H022
 REPLACES #551

Purchase Order ⁸⁸

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F_12815**

TO: SONSRAY MACHINERY-MARYSVILLE
15111 SMOKEY POINT BLVD.
MARYSVILLE, WA 98271
 ATTENTION: RHIANON MCGEE 253-455-2833

DATE <u>5-5-2021</u>	ACCT. CODE <u>50100048.564000</u>	ORDER NO. <u>1932</u>
SHIP TO <u>CITY OF MARYSVILLE-FLEET SERVICES</u> <u>80-COLUMBIA AVE</u> <u>MARYSVILLE, WA 98270</u>		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
<u>BOB SCOTT</u>	<u>6-2-2021</u>	<u>MARYSVILLE</u>	<u>DRIVER</u>	<u>175,379.64</u>	<u>H022/551</u>

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
<u>1</u>			<u>2021 CASE 7216 ZBAR ARTICULATED WHEELED LOADER WITH ALL OPTIONS STATED AS PER STATE OF WASHINGTON CONTRACT #01217 AND AS PER QUOTE DATED APRIL 13, 2021 - STOCK #15305370 SERIAL# NMF251431</u>	<u>180,457.13</u>	<u>180,457.13</u>				
<u>1</u>			<u>TRADE-IN ALLOWANCE FOR C.O.M. ASSET #551-1995 CASE 621B WHEELED LOADER SERIAL# JEE0041698</u>	<u><20,000⁰⁰</u>	<u>>20,000⁰⁰</u>				
			<u>* SUBTOTAL</u>	<u>160,457.13</u>	<u>160,457.13</u>				
<u>1</u>			<u>STATE OF WASHINGTON SALES TAX @ 9.3%</u>			<u>14,922.51</u>			
			<u>* TOTAL INVOICE AMOUNT</u>				<u>\$175,379.64</u>		

NOTES: REPLACES #551 AS PER 2019/2020 BUDGET-

* NOTE: PLEASE RETURNED ALL SIGNED ORIGINALS TO FLEET SERVICES *

X

AUTHORIZED BY:

Item 8 - 2

RECEIVED BY:

Index #9

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2021

AGENDA ITEM:	
Second Amendment to Waste Management contract for collection of recyclables and yard waste	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers	
DEPARTMENT:	
Public Works – Solid Waste	
ATTACHMENTS:	
Second Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement	
BUDGET CODE:	AMOUNT:
41046290 541000	Rates identified in Attachment A of the Second Amendment
SUMMARY:	
<p>This is the second amendment to the Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management. The original contract began on August 30, 2012 and was amended the first time on December 12, 2016.</p> <p>The second amendment will extend the current contract through December 31, 2023.</p> <p>The new rate schedule is included in the amendment.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the second amendment to the contract with Waste Management for the collection and processing of recyclables and yard waste.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the second amendment to the contract with Waste Management.

**SECOND AMENDMENT TO
CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE,
MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING
AND DISPOSAL SERVICES AGREEMENT**

This SECOND AMENDMENT TO CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE, MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING AND DISPOSAL SERVICES AGREEMENT (this “**Second Amendment**”) is made and entered into as of the date of the last signature below (the “**Effective Date**”), by and between the CITY OF MARYSVILLE, a Washington State municipal corporation (the “**City**”) and WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (the “**Contractor**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**,” unless specifically identified otherwise.

RECITALS

WHEREAS the Parties to that certain Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement dated January 9, 2012 (the “**Original Agreement**”), under which the Contractor began providing services on August 30, 2012; as amended by First Amendment to the Original Contract, effective as of December 12, 2016, (together, the “**Agreement**”); and

WHEREAS the Parties now desire to further amend the Agreement by extending the term and memorializing new rates.

AGREEMENT

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

1. Section 1.1 of the Original Agreement is amended to provide that the term will terminate at midnight on December 31, 2023.

2. Section 3.2 (CPI Adjustment) of the Original Agreement is amended to provide that no CPI adjustment will occur during the year 2021.

3. Section 5 (Notices) of the Original Agreement is amended by replacing Contractor’s address for service, as follows:

If to Contractor: Area Director, Public Sector Solutions
Waste Management of Washington, Inc.
720 4th Ave, Suite 400
Kirkland, WA 98033

Copy to: Area Senior Legal Counsel
Waste Management of Washington, Inc.
720 4th Ave, Suite 400
Kirkland, WA 98033

4. Exhibit A (Rate Schedule) of the Original Agreement is hereby deleted in its entirety and replaced with an updated Rate Schedule, as set forth in Attachment A, attached hereto and incorporated herein by reference.

5. Full Force and Effect. Each and every provision of the Agreement shall remain in full force and effect, except as modified herein.

6. Counterparts; Signatures. This Second Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this Second Amendment and binding on the Parties.

* * *

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives as of the Effective Date.

DATED this _____ day of _____, 2021.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

WASTE MANAGEMENT OF WASHINGTON, INC.

By _____
Jason Rose, President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**ATTACHMENT A
Rate Schedule**

**EXHIBIT A
Rate Schedule**

RESIDENTIAL SERVICE	Current Monthly Rates	Monthly Rates eff 8/30/21
Curbside Recycling Service	\$ 5.03	\$ 12.58
Curbside Yard Waste Service	\$ 7.92	\$ 13.86
Extra bag/box/can Recycling	\$ -	\$ 3.28
Extra bag/box/can Yard Waste	\$ 2.87	\$ 5.02
Additional Cart for Recycling	\$ 5.03	\$ 12.58
Additional Cart for Yard Waste	\$ 2.11	\$ 3.69


COMMERCIAL SERVICE	Current Monthly Rates	Monthly Rates eff 8/30/21	Add'l Pickups
64 gallon Cart (per dump charge)	\$ 17.33	\$ 23.30	\$ 5.38
96 gallon Cart (per dump charge)	\$ 19.89	\$ 26.85	\$ 6.20
1 yd container (per dump charge)	\$ 50.52	\$ 68.21	\$ 15.74
1.5 yd container (per dump charge)	\$ 50.52	\$ 68.21	\$ 15.74
2 yd container (per dump charge)	\$ 72.06	\$ 97.28	\$ 22.45
3 yd container (per dump charge)	\$ 95.54	\$ 128.98	\$ 29.77
4 yd container (per dump charge)	\$ 109.84	\$ 148.29	\$ 34.22
6 yd container (per dump charge)	\$ 132.76	\$ 179.23	\$ 41.36
8 yd container (per dump charge)	\$ 152.87	\$ 206.37	\$ 47.63

MULTI-FAMILY RECYCLING SERVICE	Current Monthly Rates	Monthly Rates eff 8/30/21	Add'l Pickups
35 gallon cart (per dump charge)	\$ 13.31	\$ 17.97	\$ 4.15
96 gallon cart (per dump charge)	\$ 13.31	\$ 17.97	\$ 4.15
1 Yard Container (per dump charge)	\$ 13.31	\$ 17.97	\$ 4.15
1.5 Yard Container (per dump charge)	\$ 20.18	\$ 27.24	\$ 6.29
2 Yard Container (per dump charge)	\$ 26.68	\$ 36.02	\$ 8.31
3 Yard Container (per dump charge)	\$ 40.01	\$ 54.01	\$ 12.46
4 Yard Container (per dump charge)	\$ 53.02	\$ 71.58	\$ 16.52
6 Yard Container (per dump charge)	\$ 79.65	\$ 107.53	\$ 24.82
8 Yard Container (per dump charge)	\$ 105.97	\$ 143.06	\$ 33.02

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CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2021

AGENDA ITEM:	
Subrecipient agreement for North Marysville Family Resource Center CDBG-CV funding allocation.	
PREPARED BY:	DIRECTOR APPROVAL:
Amy Hess, Senior Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
1. Subrecipient Agreement with LINC NW for North Marysville Family Resource Center	
BUDGET CODE:	AMOUNT:
	\$100,000
SUMMARY:	

In response to the Coronavirus Pandemic (COVID-19), the City received \$587,033.00 from the U.S. Department of Housing and Urban Development in Community Development Block Grant funds (CDBG-CV3) to be used to prevent, prepare for, and respond to COVID-19. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis. HUD directed agencies to include these funds in the Program Year 2019 (PY2019) Annual Action Plan (AAP) in order to expedite access to the funds.

The City advertised availability of a portion of these funds for Public Services that prevent, prepare for and respond to COVID-19. LINC NW requested \$100,000.00 to pay for, in part, family support staff, support facility costs, and to provide rental assistance to families negatively impacted by the pandemic at the North Marysville Family Resource Center (FRC). The FRC will use these funds to provide programs to 75 or more households (150+ individuals).

RECOMMENDED ACTION:

Approve the subrecipient agreement with LINC NW for the North Marysville Family Resource Center in the amount of \$100,000.00 for support services for those negatively impacted by COVID-19.

RECOMMENDED MOTION:

I move that we approve the subrecipient agreement with LINC NW for the Marysville Family Resource Center.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN CITY OF MARYSVILLE

AND

LINC NW

FOR

North Marysville Family Resource Center

THIS AGREEMENT (the "Agreement"), is made and entered this day of March, 2021 by and between the City of Marysville, a Washington State municipal corporation (the "City") and LINC NW, a nonprofit organization, organized under the laws of the state of Washington, located and doing business at 1424 172nd Street NE, Marysville WA 98271 (the "Subrecipient").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD-A"), Public Law 93-383; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

This Agreement/grant award and the rights and obligations of both parties hereto shall be subject to and governed by the additional terms contained in Exhibits A - G, incorporation by this reference:

1. Scope of Service attached hereto or Exhibit "A",
2. General Terms and Conditions attached hereto as Exhibit "B"
3. Records to Maintain attached hereto as Exhibit "C",
4. Quarterly Program Report attached hereto as Exhibit "D",
5. Reimbursement Certification Request attached hereto as Exhibit "E",
6. Certification Regarding Debarment and Suspension attached hereto as Exhibit "F;" and
7. Certification Regarding Lobbying attached hereto as Exhibit "G."

This Agreement, and the additional terms incorporated, constitute the entire Agreement between the parties.

Either party may request a modification to the terms and conditions of this Agreement (for instance, the scope of services, project duration, performance or reporting standards, or other terms or conditions). Proposed modifications, which are mutually agreed upon, shall be incorporated by written amendment to this contract signed by both parties. The City and Subrecipient agree that this Agreement shall be modified if necessary to achieve compliance with federal, state, or local laws or regulations, requirements of the United States Department of Housing and Urban Development, or available funding amounts.

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the Subrecipient’s own risk. The Subrecipient expressly agrees to defend, indemnify and hold the City, its officials, officers, employees, agents, 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 Subrecipient in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 the bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Subrecipient and the City, its officials, officers, employees, agents, and volunteers, the Subrecipient’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Subrecipient’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subrecipient’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by both parties. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement as of the day and year indicated below.

Mayor, City of Marysville

Date

Attest:

City Clerk

Date

Approved as to form:

Subrecipient Agreement –
LINC NW CV

City Attorney

Date

For the Subrecipient:



Signature

5/3/2021

Date

Executive Director

Title

**EXHIBIT “A”
SCOPE OF SERVICES
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EXHIBIT “A” SCOPE OF SERVICES

I. Scope of Service

The Subrecipient will be responsible for administering the North Marysville Family Resource program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program.

A. Activities/Project Description

1. Description.

The North Marysville Family Resource Center is a hub of support that provides onsite and mobile support for Children, Youth, and Families through Parent Skill training, mental health and family counseling, literacy supports, substance use prevention, and mentoring.

Funds will be used, in part, to support staffing at 1.0 FTE; in addition funds will be used to contract staffing for 100 hours of therapy services with the Snohomish County Music Project and LINC NW will distribute \$10,000.00 in rental assistance and utilities support to households affected by the COVID-19 pandemic.

2. Location.

LINC NW | 1424 172nd St. NE, Marysville, WA 98271

3. Activities.

LINC NW will provide or contract to provide mental health support, rental and utility assistance, food insecurity support, education and social support for the community.

4. Target Population.

Individuals and families negatively impacted by the economic crisis caused by the Covid-19 pandemic. Specifically, this contract will provide mental health and rental/utility assistance supporting low-moderate income persons and families through prevention and practical resourcing.

5. Administration.

a. The Subrecipient will operate under generally accepted accounting principles.

b. The Subrecipient will work with project participants to complete a program application which gathers personal history information, on eligible participants, consistent with the requirements of Snohomish County Human Services Department’s HMIS data collection system.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the following CDBG National Objectives as defined in 24 CFR Part 570.208

C. Levels of Accomplishment – Goals and Performance Measures

In addition to the normal administrative services required by part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Persons Assisted		Total unduplicated Marysville Residents or Households to be served
Marysville Persons to be Assisted by All Funds		400+
Marysville Persons to be assisted by Marysville CDBG Funds only		150+
Marysville Families/households to be assisted by Marysville CDBG Funds only		75+
Output Unit	Marysville Units Provided by all funds	Marysville Units Provided by Marysville CDBG Funds only
Individuals Served	400	150

1. Definition of Units of Service

A unit of service will be identified by an individual served.

2. Outcome Goals

To provide mental health support to individuals affected by the COVID-19 pandemic.
 To provide rental and utilities assistance (no more than 3 months) to individuals and households affected by the COVID-19 pandemic.

3. Outcome Measures

We will track individuals served by sign-in to program services. We will track rental assistance using a stand form which will indicate “number of individuals in the household”.

D. Staffing

The Subrecipient shall assign the following staff as Key Personnel to the CDBG program:

Staff Member	Title
Ryan Brown	Executive Director
Mariel Gonzalez	Administrative Social Worker
Joshua Smith	Program Director
Erik Samuelson	President of the Board

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

E. Performance Reports

The Subrecipient agrees to track outcome performance measures as required by the U.S. Department of Housing and Urban Development and the City. The Subrecipient will report the outcomes to the City on at least a quarterly basis. Information and forms are provided to the Subrecipient by the City as Quarterly Report or Exhibit “D” and Reimbursement Request or Exhibit “E” for reporting this information.

F. **Performance Monitoring (Taken from the Consolidated Plan)**

The City will monitor the performance of the Subrecipient against goals and performance standards throughout the year. Projects funded by the City are expected to maintain high standards. Performance reports will be reviewed by the Citizens Advisory Committee (CAC). Standards and procedures are further outlined below:

1. The City will monitor projects closely to ensure that Subrecipient staff members have a good understanding of contractual requirements, project and fiscal administration, performance standards, recordkeeping, and reporting. Issues that need clarification will be addressed.
2. All projects will be monitored. Projects that need guidance in achieving performance measures or adhering to contractual requirements will receive technical assistance. Subrecipient staff will be required to attend a meeting with City staff, and/or will receive an on-site monitoring visit.
3. Monitoring concerns/findings will be reviewed with Subrecipient staff and documented in writing.
4. When applicable, corrective action will be required on a timely basis. Additional time for corrective action may be allowed on a case-by-case basis.
5. Subrecipients will be required to provide supporting documentation verifying that deficiencies have been corrected.
6. Failure to take corrective action could lead to the withholding or loss of funding to a subrecipient.

II. **Time of Performance**

Services of the Subrecipient shall start on the 15th day of March 2021 and end on the 31st day of December 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The City may, at its discretion, extend the term of this Agreement to allow for the expenditure of unexpended funds.

III. **Budget**

Line Item	Amount
Salaries/Wages	51,500
Benefits	10,250
Consultants/Contracts	10,000
Supplies (Food and Food Supplies)	
Printing	500
Communications	
Travel	
Utilities	

Rent		12,000
Insurance		2,000
Repairs/Maintenance		4,000
Other (Specify)	Rental Assistance	10,000
Indirect (Specify)		
Total		\$100,000

Any indirect costs charged must be consistent with the conditions of Paragraph II (C)(2) in Exhibit B of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

IV. Payment

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$100,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 24 CFR Part 84.21.

V. Budget Adjustments

The City reserves the right to withdraw such funds as the City may deem appropriate at any time while this Agreement is in effect from the Budget of the Subrecipient if the Subrecipient is not in the opinion of the City spending at a reasonable rate, is not providing services at a level consistent with the approved contract, is not providing proper reports, or is not maintaining adequate records.

The City shall notify the Subrecipient in writing of a proposed withdrawal, at least ten (10) working days before the actual

VI. Budget Surplus

The Subrecipient agrees that funds determined by the City to be surplus at the end of the year within the budget of this Agreement will be subject to cancellation by the City.

VII. Local Financial Support

This Agreement shall not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

VIII. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City of Marysville			
Name:	Amy Hess	Name:	Ryan Brown
City of Marysville		LINC NW	
Address:	80 Columbia Avenue	Address:	1424 172nd St. NE
City, State, Zip:	Marysville, WA 98270	City, State, Zip:	Marysville, WA 98271
Voice:	360-363-8215	Voice:	360.386.5970
Fax:	360-651-5099	Fax:	None
e-mail:	ahess@marysvillewa.gov	e-mail:	ryan@lincnw.org

**EXHIBIT “B”
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EXHIBIT “B”
GENERAL TERMS AND CONDITIONS

I. General Conditions

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

The Subrecipient shall maintain during the life of this Agreement public liability and property damage insurance covering the Subrecipient’s services hereunder in the sum of not less than one million dollars (\$1,000,000) combined single limits bodily injury/property damage. Insurance shall cover work done by the Subrecipient or subcontractors and shall protect, as an additional insured, the City, its officials, officers, employees and agents, from suits or claims for damages arising from operations under this Agreement or actions of the Subrecipient, subcontractors, and employees either direct or indirect. The Subrecipient shall provide the City with a Certificate of Insurance in a form acceptable to the City Attorney and, by endorsement, naming the City, its officials, officers, employees and agents as additional insured prior to performing any services pursuant to this Agreement.

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

E. Licensing and Program Standards

1. The Subrecipient agrees to comply with all applicable federal, state, or local standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of service.
2. **Data Universal Number System**
Pursuant to 2 C.F.R. §25.100(a), the City is required to establish a Dun and Bradstreet (D & B) Data Universal Numbering System (DUNS) as a universal identifier in order to receive federal financial assistance. In addition, programs or subrecipients receiving sub awards from the City shall establish a DUNS. 2 C.F.R. § 25.200(c)(1). The Agency shall provide its DUNS to the City.

F. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipient may amend these General Terms and Conditions at any time provided that such amendments make specific reference to these General Terms and Conditions, and are executed in writing, signed by a duly authorized representative of each party, and approved by the City's governing body. Such amendments shall not invalidate the Agreement, nor relieve or release the City or Subrecipient from their obligations under the Agreement.

The City may, in its discretion, amend these General Terms and Conditions and the Agreement to conform with Federal, state or local laws, regulations and policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate the Agreement if the Subrecipient materially fails to comply with any terms of the Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under the Agreement;
3. Ineffective or improper use of funds provided under the Agreement; or
4. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, the Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal Government is withdrawn, reduced or limited in any way after the effective date of the Agreement, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds reduced or limited, notwithstanding any other termination provision of the Agreement or these General Terms and Conditions. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by the Agreement is no longer in the best interest of the public, the City may summarily terminate the Agreement in whole notwithstanding any other termination provisions of the Agreement. Termination under this subsection shall be effective upon receipt of written notice by the Subrecipient or its representative.

The City agrees to promptly notify the Subrecipient of any proposed reduction in funding by Federal or other officials. The Subrecipient agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

J. Hold Harmless

The Subrecipient shall defend, indemnify and hold the City, its officials, officers, employees, agents, 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 Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Subrecipient and the City, its officials, officers, employees, agents, and volunteers, the Subrecipient's liability, including the duty and cost to defend, hereunder shall be only to the

extent of the Subrecipient's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subrecipient's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

II. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Costs Principles

The Subrecipient shall administer its program in conformance with 2 CFR part 200 subpart E, "Cost Principles for Non-Profit Organizations," or, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

[Note: For the above sections, if the subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under the Agreement. Refer to Exhibit "C" for a more detailed listing of records to maintain.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed, notwithstanding any expiration or termination of the Agreement. Activities during this close-out period shall include, but are not limited to: making final payment, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

In the event that the Agreement is terminated in whole or part for any reason, the following provisions shall apply:

- a. Upon written request by the Subrecipient, the City shall make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- b. The Subrecipient shall submit within thirty (30) days after the date of expiration of the Agreement all financial, performance and other reports required by the Agreement, and in addition, will cooperate in a program audit by the City or its designee.
- c. In the event a financial audit has not been performed prior to close-out of the Agreement, the City retains the right to withhold a just and reasonable sum from the final payment to the Subrecipient after fully considering the recommendation on disallowed costs resulting from the final audit.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by the Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit

requirements will constitute a violation of the Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and, as applicable, 2 CFR 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined at 2 CFR part 200.80 generated by activities carried out with CDBG funds made available under the Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 CFR part 200.80. By way of further limitations, the Subrecipient may use such income during the term of this Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Subrecipient funds available under the Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under the Agreement for costs incurred by the City on behalf of the Subrecipient.

Payments by the City shall be limited to allowable costs and so shall be made upon the occurrence of the following, in addition to any other conditions contained herein or in the special conditions:

- a. Receipt by the City of a written reimbursement request supported by copies of vouchers, invoices, salary and wage summaries, and other acceptable documentation; and

- b. Determination by the City that the expenditures or obligations for which reimbursement is sought constitute allowable costs under Federal law and come within the Project Budget.
- c. No payment shall be made for any service rendered by the Subrecipient except for the services within the scope of a category set forth in the budget in Exhibit "A" to the Agreement, and all funds received must be used for service as identified in Exhibit "A" to the Agreement.
- d. The Subrecipient shall submit to the City a written request for approval of a budget revision when a proposed revision would result in an increase or decrease of twenty percent (20%) or more in an approved budget subject category. Written budget revision approval must be received by the Subrecipient prior to the Subrecipient incurring any expenditure against the revised budget subject categories.
- e. When the revision of the Subrecipient budget does not exceed twenty percent (20%) of an approved budget subject category, the Subrecipient must submit a revised budget to the City prior to the submittal of claims against the budget.

4. Billing Procedures

- a. The Subrecipient shall submit no fewer than quarterly written claims for reimbursement of services performed under the Agreement in the manner prescribed in subsection 3 above and as prescribed by the City.
- b. Claims for reimbursement by the Subrecipient shall be submitted to the City by the 1st day of each month or quarter following the month or quarter during which the services were provided. **All claims will be submitted to:**

Chris Holland
 Planning Manager
 80 Columbia Avenue
 Marysville, WA 98270
 360-363-8207
cholland@marysvillewa.gov

- c. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under the Agreement.

5. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

Any personal property having a useful life of more than one year and purchased wholly or in part with funds from this Agreement at a cost of three hundred dollars (\$300) or more per item shall upon its purchase or receipt become the property of the City. The Subrecipient shall be responsible for all such property, including its care and maintenance, and shall comply with the following procedures:

- a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and costs; source of the property; percentage of block grant funds used in the purchase of property; location, use and condition of the property.
- b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization and continued need for the property.
- c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of the property shall be investigated and fully documented.
- d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- e. If the Subrecipient elects to capitalize and depreciate such non-expendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Subrecipient. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.
- f. Non-expendable personal property purchased by the Subrecipient under the terms of the Agreement, in which title is vested in the City or Federal Government, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association or organization without the prior expressed approval of the City.
- g. Non-expendable personal property furnished to, or purchased by, the Subrecipient, title to which is vested in the City or Federal Government, shall, unless otherwise provided herein or approved by the City, be used only for the performance of activities defined in this Agreement.
- h. The Subrecipient shall be responsible for any loss or damage to the property of the City or Federal Government (including expenses entered thereunto) which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient to maintain and administer in accordance with sound

management practices of that property, to ensure that the property will be returned to the City or Federal Government in like condition to that in which condition the property was acquired by purchase, fair wear and tear accepted.

2. OMB Standards

Unless specified otherwise within the Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR part 200.317-200.326.

3. Travel

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under the Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under the Agreement at the time of expiration, cancellation, or termination of the Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under the Agreement after the period of time it is required to be used to meet one of the CDBG National Objectives under this section.
3. In all cases in which equipment acquired, in whole or in part, with funds under the Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under the Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under the Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

III. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCDA; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

IV. Personnel & Participant Conditions

A. Nondiscrimination

1. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
2. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.
3. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
4. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses

regarding their status as minority and female business enterprises in lieu of an independent investigation.

5. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. The Subrecipient will include the provisions of Subsection IV.A in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under the Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided under the Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under the Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service

area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in the Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of the Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in

written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Content

The Subrecipient shall cause all of the provisions of the Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of the Agreement.

e. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of the Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

f. Debarment

The Subrecipient shall not contract with any business who has been debarred, suspended, or deemed ineligible to work with Federal funds as set forth in 24 CFR 570.609.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Subrecipient for the purpose of securing business. The City shall have the right, in the event of breach of this clause by the Subrecipient, to annul the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such commissioner, percentage, brokerage or contingent fees.

6. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub

grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

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

7. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

V. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of the Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint

Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

VI. Notice to Proceed

No work on the program shall occur prior to the notice to proceed without written approval from the City. The City shall furnish the Subrecipient with written notice to proceed upon release of funds from HUD related to the project pursuant to 24 CFR Part 58.

VII. Severability

It is understood and agreed by the parties hereto that if any part, term, or provision of the Agreement or these General Terms and Conditions is held by the courts to be illegal, the validity of the remaining provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict, therewith, and shall be deemed modified to conform to such statutory provision.

VIII. Relationship of the Parties

The parties intend that an independent Subrecipient/City relationship will be created by the Agreement. The City is interested only in the results to be achieved; the implementation of services will tie solely with the Subrecipient. No agent, employee, or representative of the Subrecipient shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Subrecipient are not entitled to any of the benefits the City provides City employees. The Subrecipient will be solely and entirely responsible

for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of the Agreement.

IX. Compliance with City Ordinance

The Subrecipient must comply with all City ordinances. No variance may be applied for property purchased or rehabilitated with funds provided through the Agreement. Those agencies using these funds to place people in housing will not refer to or use units which are substandard or illegally created.

X. Venue Stipulation

The Agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that the Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

Any action at law, suit in equity, or judicial proceeding for the enforcement of the Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction at Snohomish County, Washington.

XI. Section Headings and Subheadings

The section headings and subheadings contained in these General Terms and Conditions are included for convenience only and shall not limit or otherwise affect the provisions of this Agreement.

XII. Waiver

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. Entire Agreement

The Agreement and all terms incorporated in the Exhibits constitute the entire agreement between the City and the Subrecipient for the use of funds received under the Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to the subject matter of the Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

**EXHIBIT “C”
RECORDS TO MAINTAIN**

I. Program Records and Inspections	1
A. Contracts and Amendments	1
B. Records of City Approvals	1
C. Subcontracts and Agreements	1
D. Records Identifying the Assisted Activity	1
II. Program Benefit Records	1
III. Financial Records	2
IV. Records of Program Operations, Management and Evaluations	2
V. Property Records	3
VI. Procurement Records	3
VII. Nondiscrimination and Equal-Opportunity Records	3
VIII. Conflict of Interest	4
IX. Verification of Contractors Eligibility	4
X. Additional Requirements for Acquisition or Improvement of Real Property Projects	4
XI. Retention of Records	5

EXHIBIT “C” RECORDS TO MAINTAIN

I. Program Records and Inspections

Throughout the term of the Agreement, the Subrecipient shall establish and maintain current the records described below. Be advised that the listing below is intended only to assist the Subrecipient in identifying the required records and their respective authorities, and is not all inclusive.

- A. Contract and Amendments - A complete copy of the Agreement and all amendments thereto and notices there under.
- B. Records of City Approvals - Copies of all requests for amendments or revisions to the Agreement and the City’s subsequent approval or denial of such requests as are required under the Agreement.
- C. Subcontracts and Agreements - Complete copies of all contracts, subcontracts, and agreements with third parties into which the Agency enters in the performance under the Agreement; and all correspondence, reports, and other documentation pertaining to such contracts, subcontracts, and agreements.
- D. Records identifying the assisted activity - A complete description of each activity assisted, in whole or in part, with CDBG funds under the Agreement, including:
 - 1. Location(s), organization, operating hours, qualifications for service or participation, etc.;
 - 2. Fees or charges for services, fee waivers, or fee scales for CDBG-assisted participants.

II. Program Benefit Records

As applicable, the following categories of records shall be maintained, for the discrete activities which are assisted in whole or in part with funding under the Agreement (or for all the Subrecipient’s activities if funding under the Agreement is not specifically allocated to particular activities) for the purpose of documenting that a majority of the beneficiaries are persons of low- or moderate-income.

- A. Records specifying by dollar amount, family size, and household income limits used to determine income level;
- B. For service activities serving individual clients without regard to their residence location within the City/County, records documenting: (a) manner in which each client's income is determined in all cases; (b) determination that each individual client's income is or is

not within low- or moderate-income limits; (c) date determination was made; and (d) tabulation of the individual determinations.

- C. For a service or facility which exclusively serves a class of beneficiaries, the members of which are presumed to be low- or moderate-income eligible absent general evidence to the contrary (abused children, battered spouses, senior citizens, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate persons, persons living with AIDS and migrant farm workers), records documenting: (1) that the facility exclusively serves the eligible class; and (2) there is no generally available data indicating a specific population served is not predominantly low- or moderate-income.
- D. For a service or facility which offers benefits uniformly without regard to income to all persons residing within a delineated area, records establishing: (1) boundaries of the service area; (2) the income characteristics of families and unrelated individuals in the service area; and (3) if the percent of low- and moderate-income persons in the service area is less than fifty-one (51) percent, data showing that the area qualifies under the exception criteria set forth at 24 CFR § 570.208(a)(1)(ii)

III. Financial Records

Subrecipient shall maintain all accounting records that accurately record the source and application of all funds; and recording funds received under the Agreement, all other receipts, assets, authorizations and appropriations, obligations, disbursements and unobligated balances (2 CFR part 200 subpart F). The records must:

- A. Permit comparison of actual outlays with budgeted amounts;
- B. Permit reporting of financial data on the accrual basis;
- C. Be supported by source documentation;
- D. Be independently audited usually annually, but not less frequently than every two years.

IV. Records of Program Operations, Management and Evaluation

Subrecipient shall maintain all records of:

- A. Operating policies and procedures;
- B. Employee qualifications, training, and evaluation;
- C. Principal operations data: work units completed; clients served, classified by client and service characteristics; staff hours utilized; etc.
- D. Self-evaluation of services, programs and employment practices for compliance with 504 and ADA requirements.

V. Property Records

Subrecipient shall maintain all records identifying any real and personal property acquired or improved in whole or in part with funds under the Agreement as follows:

- A. Itemized inventory of real property recording legal and common descriptions and address, date of acquisition and/or improvements, cost of acquisition and/or improvements, and CDBG-funded share of cost;
- B. Itemized inventory of all non-expendable personal property recording full identification, current location, date and cost of acquisition, and CDBG-funded share of cost;
- C. Complete records of any authorized disposition of real or non-expendable personal property including how and to whom disposed, date, amount of disposition proceeds, market value at time of disposition and how determined, intended use, and any conditions governing use following disposition;
- D. At the termination of the Agreement, a record of the total purchase cost of all remaining unused expendable personal property.

VI. Procurement Records

Subrecipient shall maintain all records of:

- A. Subrecipient's adopted code of conduct governing officers' and employees' actions in contracting and purchasing;
- B. Subrecipient's standard operating procedures for authorizing and executing purchases and contract procurements of various sizes and types.
- C. Subrecipient's individual purchases or contracts over \$10,000 as required by 2 CFR part 200.317 – 200.326.
- D. Subrecipient's procurement procedures utilized and the bases for supplier selection/contract award, for individual purchases or contracts over \$10,000.

VII. Nondiscrimination and Equal-Opportunity Records

Subrecipient shall maintain:

- A. A recordation and tabulation of the racial classification of all individual persons or households receiving program benefits, and of whether these benefited persons are single head of household.

- B. A tabulation of all Subrecipient employees classified by race, position, and salary in the format of the U.S. Equal Employment Opportunity Commission Form EEO-4.
- C. Data identical to that required under A. and B. above for any subcontractor or agent employed in the performance under the Agreement.
- D. Documentation of all substantive actions taken to assure that no prohibited discrimination occurs in the conduct of any of the Subrecipient's operations.
- E. Documentation of all actions taken to make minority residents aware of the Subrecipient's services and provide them with equal access to benefits.
- F. Record of the racial classification and gender of the majority owners of each private for-profit business with which the Subrecipient contracts with any funds provided under this Agreement.

VIII. Conflict of Interest

- A. Records documenting that all Subrecipient board members, officers, employees and consultants have been informed of the conflict of interest provisions of 2 CFR part 200.112 and have acknowledged understanding those provisions.
- B. Complete records of all requests for exceptions submitted under 24 CFR § 570.611(d).

IX. Verification of Subcontractor's Eligibility

The Subrecipient shall maintain records documenting that the Subrecipient, all subcontractors, and consultants have been determined not to be currently debarred, suspended, denied participation or declared ineligible to participate in federal government funded programs. Verification of eligibility shall be accomplished by signing the Certification Regarding Debarment and Suspension, which is attached and incorporated as Exhibit "F".

X. Additional Requirements for Acquisition or Improvement of Real Property Projects

- A. For construction contracts exceeding the Simplified Acquisition Threshold, records documenting compliance with the bonding requirements of 2 CFR 200.325.
- B. Flood Insurance, Flood Disaster Protection Act of 1973; and Federal Insurance Administration Notice in Federal Register Vol. 24, No. 133, July 13, 1989.
 - 1. Record of determination whether the assisted project is located within a designated flood plain or flood hazard area.

2. If the project is within such area: (1) Evidence of current participation in the National Flood Insurance Program; and (2) Evidence of flood insurance coverage in force on all significant project structures.

C. Lead-Based Paint – Records required to document compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, et seq.), as amended and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851, et seq.), and the implementing regulations 24 CFR § 35.

D. Labor Standards – Records required to document compliance with all requirements of Davis-Bacon and Related Acts (40 U.S.C. §§ 3141 and 3142); Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.); Copeland Act (18 U.S.C. § 874); US Secretary of Labor Regulations (29 CFR §§ 3, 5, 6, and 7).

E. Real Property Acquisition and Relocation – Records required to document compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601, et seq., as amended; and the implementing regulations 49 CFR § 24. The Subrecipient shall consult the City for complete instruction prior to undertaking any action which may result in displacement of persons as defined at 49 CFR § 24.2(g).

F. Miscellaneous Records – The Subrecipient shall maintain such other records as may be required by HUD or the City.

XI. Retention of Records

Except where otherwise specifically provided, all records as of the end of the term of the Agreement shall be kept in an accessible file for four (4) years thereafter (2 CFR part 200.333). Exceptions to the four (4) year retention period are as follows: (1) Records that are the subject of litigation, claim, or audit findings shall be retained for ten (10) years after the date all issues have been resolved and final action taken; and (2) Records for real property and equipment shall be retained for three (3) years after its final disposition, with the retention period starting from the date of the disposition, replacement, or transfer at the direction of the City (24 CFR § 570.84(b)).

**EXHIBIT D
QUARTERLY PROGRAM REPORT**

To: City of Marysville		From: (Subrecipient)	
Name:	Amy Hess	Name:	
Department:	Community Development	Agency:	LINC NW
Address:	80 Columbia Avenue	Address:	
City, State, Zip:	Marysville, WA 98270	City, State, Zip:	
Voice:	360.363.8215	Voice:	
Fax:	360.651.5099	Fax:	
e-mail:	ahess@marysvillewa.gov	e-mail:	

Reporting Period	Program

Sec 1: Program Milestones

Program Milestones Accomplished	Comments

Sec 2: Note: Unduplicated client counts must be reported both quarterly and year-to-date

Service Unit/Performance Measure	1st	2nd	3rd	4th	Year to Date Total
Marysville Persons Served					
Marysville families/households Served (subset of above)					

Sec. 3: Provide a narrative explanation if performance measures were not met for the contract year.

Sec. 3: Race/Ethnicity

NOTE: Column A should equal the totals in the race groups (columns H-R). The totals for the three income groups (columns B–E) should equal the total in column A. If you serve a “Presumed Benefit” clientele, write “PB” in columns C–E instead of numbers. Columns F and G should equal total in column A. Columns S and T stand alone.

MONTH	Total # Persons Assisted	Non-Low/Mod Clients	Moderate-Income Clients (A=B+C+D+E)	Low-Income Clients (A=B+C+D+E)	Extremely Low Income Clients (A=B+C+D+E)	Hispanic	Non-Hispanic	White	Black/African American	Asian	American Indian/Alaskan Native	Native Hawaiian/Other Pacific Islander	American Indian/Alaskan Native and White	Asian and White	Black/African American and White	American Indian/Alaskan Native and Black	American Indian/Alaskan Native and Black/African American	Other Multi-racial	Persons with Disabilities	Female Head of Household
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
SEP																				
OCT																				
NOV																				
DEC																				
JAN																				
FEB																				
MAR																				
APR																				
MAY																				
JUN																				
JUL																				
AUG																				
YTD																				

Sec 4 Homeless

Note: Complete only for individuals & families who have been assisted with transitional and permanent housing.

Unduplicated Units	1st	2nd	3rd	4th	Year to Date
Individuals					
Families					
Total Homeless					

Sec 5: Accomplishment

Complete for Public Services Projects:

Of the Total Persons, Number of:	1st	2nd	3rd	4th	Year to Date
With New or Continuing Access to Service or Benefit					
With Improved Access to a Service or Benefit					
Receive a Service or Benefit that is No Longer Substandard					

Complete for Capital Facilities & Infrastructure Projects:

Of the Total Persons, Number of:	1st	2nd	3rd	4th	Year to Date
With New Access to this type of Public Facility or Infrastructure Improvement					
With Improved Access to this Type of Public Facility or Infrastructure Improvement					
With access to Public Facility or Infrastructure that is No Longer Substandard					

Complete for Homeowner Rehab Projects:

Of the Total Owner Units, Number of:	1st	2nd	3rd	4th	Year to Date
Units Occupied by Elderly					
Units moved from Substandard to Standard					
Units Qualified as Energy Star					
Units built prior to 1978					
Exempt from Lead Paint Requirements: No paint disturbed					
Exempt from Lead Paint Requirements: Housing constructed 1978 or later					

Person completing the form: _____
(Printed Name & Title)

Signed: _____ DATE: _____

For Department Use Only: Enter notes if Agency underperformed.

--

For Department Use Only			
Contractual Obligations Met			
By:		Date:	

Exhibit E

Request For CDBG Reimbursement

City of Marysville Community Development Department - 80 Columbia Ave - Marysville, WA 982

Total Reimbursement Requested: \$0.00

(Must match the "Reimbursement Requested - This Date" Total)

Subrecipient Contact

Agency Name: LINC NW
 (Street Address)
 (City, State, Zip Code)

Project No: _____
 Project Title: North Marysville Fa
 Preparers Name: _____
 Reporting Period: _____

AUTHORIZED SIGNATURE: _____
 (must be original signature)

BARS	Expenditure Category	Reimbursement Requested		CDBG Buc
		This Date	Cummulative	Approved Total
10	Salaries/Wages			
20	Benefits			
30	Office & Operating Supplies			
41	Professional Services			
42	Postage			
42	Telephone			
42	Internet Access			
43	Mileage			
44	Advertising			
45	Operating Rentals/Leases			
46	Insurance			
47	Utilities			
48	Repairs/Maint			
49	Printing/Copying			
49	Dues/Subscriptions			
49	Registration/Tuition			
49	Direct Client Assistance			
49	Other (Please Specify)			
64	Machinery/Equipment			
	Total Direct Costs	0.00	0.00	0.00
	Admin/Indirect Costs			
	Total Project Costs	0.00	0.00	0.00

** Subrecipient must expend funds awarded under this Agreement in accordance with the approved budget set out or subsequently amended. Amendments to the approved budget must be made in accordance with the Agreement Marysville procedures.

Compliance Review	
<input type="checkbox"/> Authorized Signature <input type="checkbox"/> Allowable/Eligible Costs Grantee Manager _____	<input type="checkbox"/> Within Budget <input type="checkbox"/> Meets Contract Terms Date _____

**City of Marysville
Exhibit F
Certification Regarding Debarment and Suspension**

Subrecipient Contact:		Project No:	
Agency Name:	LINC NW	Project Title:	
Street Address:			
City, State, Zip Code:			

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government/City of Marysville, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or

agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government/City of Kent, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions


1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government/City of Kent, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government/City of Marysville, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Primary Subrecipient/Sub-Contractor (Print Below) Ryan Brown	Date 5/3/2021
Authorized Signature (Sign Below) 	Title Executive Director

**City of Marysville
Exhibit G
Certification Regarding Lobbying**

Subrecipient Contact:		Project No:	
Agency Name:	LINC NW	Project Title:	
Street Address:			
City, State, Zip Code:			

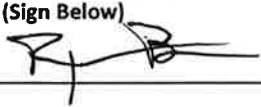
The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name (Print Below) <i>Ryan Brown</i>	Title <i>Executive Director</i>
Authorized Signature (Sign Below) 	Date <i>5/3/2021</i>

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

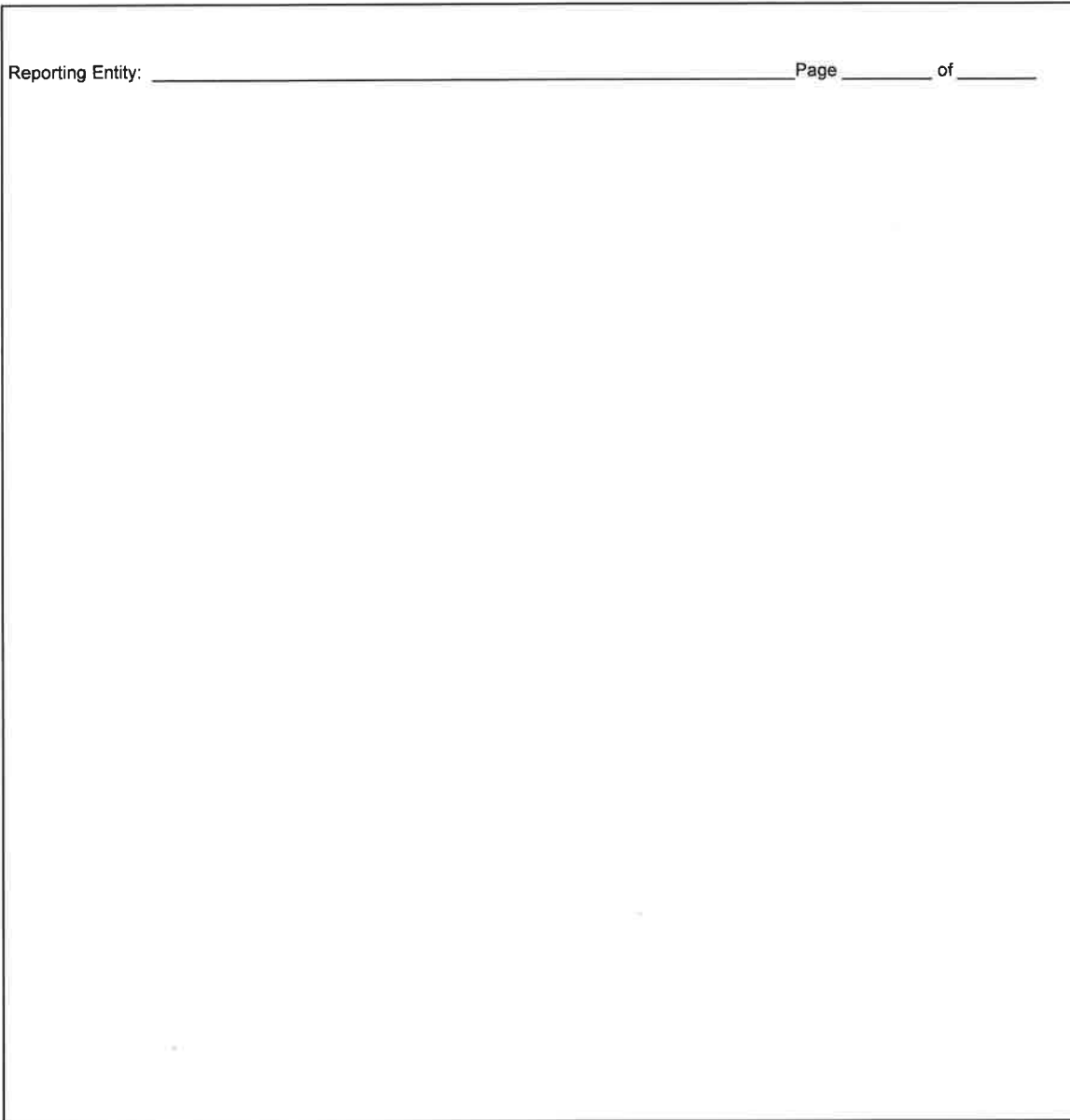
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. Of the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the report entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
2. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
3. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
4. Provide a specific and detailed description of the service that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
6. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____




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Standard For – LLL

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2021

AGENDA ITEM:	
Supplemental Agreement No. 2 with Parametrix, Inc. for Final Design and Construction Services for the Downtown Stormwater Treatment Project (DSTP)	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works (Engineering)	
ATTACHMENTS:	
Supplemental Agreement No. 2	
BUDGET CODE:	AMOUNT:
40250594.563000, D1802	\$630,000
SUMMARY:	
<p>On April 8, 2019, Council approved a professional services agreement with Parametrix, Inc. for design of the Downtown Stormwater Treatment Project to treat stormwater from a minimum 140 acre downtown area. This project is funded in part by a Department of Ecology (Ecology) grant (\$5M). The design is currently close to 90% complete. Staff submitted another grant for additional funds to expand the project (phase 2) and treat the entire 460 acre downtown basin as part of this project. Ecology has selected phase 2 of the project to receive an additional \$2.7M in funds for construction, to be obligated in 2022. On March 8, 2021 Council approved an amendment to the existing agreement with Ecology to allow use of funds for phase 2 of the project design and to extend the terms of the funding agreement.</p> <p>At this time, additional funds are required for Parametrix to complete final design, and to design elements not scoped as part of the original professional services agreement. The additional work includes geotechnical improvements to the soil, which has been shown by preloading to require additional stabilization measures to avoid long term settlement which would impact the facility. The work will also include undergrounding power and communications in the project area, to avoid conflicts with pump installation and maintenance. The work will also include construction services to provide engineering support necessary to complete construction and commissioning of the facility. The project is scheduled to advertise for bids later this year with construction starting in early 2022.</p>	
RECOMMENDED ACTION:	
Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 2 with Parametrix, Inc. in the amount of \$630,000 for additional design and construction services necessary to complete the Downtown Stormwater Treatment Project and to extend the term of the agreement to 12/31/2023.	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute the supplement agreement.	

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PARAMETRIX, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement No. 2”) 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 Parametrix, a corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for the Downtown Stormwater Treatment Project (the “Original Agreement”), said Original Agreement being dated April 24, 2019; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for final design and construction support engineering services and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No.2, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$630,000.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$1,623,314.62 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

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

Original Agreement	\$993,314.62
Supplemental Agreement No.1	\$630,000.00
Grand Total	\$1,623,314.62

4. Each and every provision of the Original Agreement for Professional Services dated April 24, 2019, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

PARAMETRIX, INC.

By _____
[Name]
Its: [Title]

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A-1

SCOPE OF WORK

City of Marysville Downtown Stormwater Treatment Project – Amendment 1

PROJECT BACKGROUND

The City of Marysville (City) owns properties on Ebey Slough, a tidal distributary of the Snohomish River, that are formerly the sites of the Geddes Marina and Welco Lumber. Long-term use for the sites includes plans for a park on the Geddes Site, which is in preliminary design, and regional stormwater treatment for the downtown area on the same site. This work has changed substantially since its inception, primarily relocating it from the Welco site to the Geddes site and the dramatic increase in treatment capacity from new product approvals that have come to the market since this project started, which allows the project to move from partial treatment to full treatment of the entire basin. The general scope of the effort was similar for both sites, therefore the project proceeded with no change required. However, the changed site will cause additional work to complete the plan set to the 90 percent level and the 100 percent bid package. This scope of work includes additional effort for these work items. The following change items are proposed due to the transfer to the new site, expansion for full capacity, and changed site conditions due to settling:

Task 1.3A Geotechnical Support for Soil Improvements

The results from the preloading have demonstrated that an unacceptable amount of settling risk will remain. Therefore, supplemental soil improvements, pilings, and/or other settlement mitigation measures will be required. Project requirements will be developed for the final bid package.

Task 3.2A Pre-Final (90%)

Utilities Relocation Design (90% and 100% design packages). The Geddes site will now require utilities accommodation.

Park Design Coordination (90% and 100% design packages). The facility will require integration into the Geddes park plans and application of design elements to the stormwater facility.

Task 3.3A Final Design (100%)

Design bid package phasing. The original Ecology grant (and scope of work) was to complete concept design for the entire full treatment and complete design for partial basin treatment of 140 acres. The new grant request will allow completion of the entire basin treatment. However, the grants will require that the project be separated into phased designs that can be bid separately (even if constructed together).

Task 6A Project Management

The project timeline is extended by 24 months to account for phase 2 construction.

Phase 7A Services During Construction (SDCs)

This is a new task that will be added to provide engineering services during construction.

Task 8A Landscape Architecture Support Services - MR

This is a new task to include all work to be provided by MacLeod Reckord PLLC, including 90% design support, 100% design support, bidding assistance, and services during construction.

WORK BREAKDOWN STRUCTURE

Phase 1A – Geotechnical Support for Settlement Mitigation

Task 1.3A – Geotechnical Support for Settlement Mitigation

The purpose of this task is to finalize the geotechnical design recommendations and assist with the development of bid documents for construction of soil mixing, piles, or other settlement mitigation methods.

Activities:

- Provide evaluation of foundation subgrade preparation and bearing capacity. As part of the assessment of foundation design requirements that will be included in the soil mixing method specification or piping design, input will be provided regarding foundation bearing capacity, and considerations of support for intermediate areas between soil mixing columns / pilings or construction of an aggregate mat pad over the soil mixing area.
- Provide utilities and earthwork recommendations incorporating utility and earthwork considerations related to the soil improvements or pilings, into the geotechnical report for support of utilities, dewatering that may be necessary, types of soil, and compaction requirements for the final selected facility improvements.
- If soil improvements are selected, develop performance specifications for ground improvements, as described above in the discussion of the performance specification. This will include review of the documents already developed as a preliminary evaluation of the feasibility of the soil mixing methods.
- If required, support services for permitting associated with ground improvement adjacent to the existing lagoon. This may consist of providing (1) containment berm adjacent to the lagoon, (2) providing an action plan in the event fracturing of grout were to occur, or (3) use of sheet/king piles to limit migration of cementitious slurry into the adjacent lagoon.
- Update and provide final geotechnical report with a summary of the provided soil surcharge, monitoring, and recommendations for settlement mitigation and if selected, soil improvement with associated performance criteria. Additional sections within the geotechnical report will be updated to reflect changes resulting from soil improvements and/or other settlement mitigation measures.
- Coordinate with the broader team and participate in additional team meetings as required.
- Address any bidder questions on geotechnical or soil mixing project elements. (If needed)

Assumptions:

- Performance specification may suggest certain improvement techniques OR prohibit others based on site specific knowledge; however, the intent is for soil improvement contractors to provide both the design and construction of the associated soil improvement in accordance with the required performance criteria.

Deliverables:

- Technical soil improvement performance or piling specification.
- Responses to geotechnical review comments for permits.
- Updated Draft and Final Geotechnical Engineering Reports

Phase 3A – Detailed Design

This phase includes additional services that are required for the detailed design and includes tasks for pre-final (90%) and final (100%) design.

Task 3.2A - Pre-Final (90% Design)

Activities:

- Advancement of additional drawings to 90% design level.
- Coordination with MacLeod Reckord on park design elements including finishes, lighting, paving treatment, fencing, irrigation, plantings, and artwork. Includes coordination to incorporating MacLeod Reckord into the PS&E submittal.
- Project Phasing based upon construction and Ecology requirements.
- Electrical and civil coordination to relocate the overhead power lines in the project vicinity underground (i.e. “undergrounding”) and to allow for a fiber connection to the City’s existing fiber based network at the corner of 1st Street and State Ave. Relocation of site power transformer, sprinkler backflow prevention vault, and other site elements. Includes coordination with Snohomish County PUD (SnoPUD).
- Provision of civil and mechanical design elements to mitigate poor soil.
- Develop pre-final technical specifications (including required Division 1 specifications) for additional project elements detailed herein.
- Advancement of Engineer’s Opinion of Probable Construction Cost (EOPCC) and Bid Schedule to pre-final design level for additional project elements detailed herein.
- Update Ecology-required design report describing basis of design, process description, and other information for additional project elements detailed herein.
- Prepare a submittal memo and submit the 90 percent design to Ecology for review and incorporate applicable comments in the 100 percent design.
- Conduct City and Ecology comment resolution meeting.

Assumptions:

- Same assumptions described for preliminary (30% and 60%) design.
- Project Phasing assumes single PS&E set with plans distinguishing phasing through call-outs, notes, and a key plan sheet defining the elements that are included in each of the two anticipated phases. Specifications and EOPCC will be in a single package with separate schedules for each of the phases
- Up to four additional drawings will be provided for the new electrical, civil, and controls work associated with undergrounding the electrical service and providing additional conduit and fiber to the corner of 1st Street and State Ave. Excludes any additional survey or relocation of any utilities impacted by new fiber route. Existing drawings and pipeline alignments will be modified as required.
- Bidding requirements and contract forms are developed by others at no cost to Parametrix except what is expressly described herein. Project Manual is assembled by others.
- Two meetings with the City are included to discuss the pre-final design before the City’s review and from

comment resolution. The meetings will be attended by four Parametrix staff.

- The City's comments and building department comments on 90% design will be incorporated into the final (100%) design submittal.

Deliverables:

- Pre-final (90%) design drawings.
- Pre-final technical specifications.
- Pre-final (90%) EOPCC and Bid Schedule.
- Ecology 90 percent submittal memo
- Updated Basis of Design Report describing basis of design, process description and diagrams, and other related information.
- Responses to Ecology Comments on 90 Percent design

Task 3.3A – Final (100% Design)

Activities:

- Advancement of drawings to final design level, including civil, mechanical, structural, and electrical design drawings for the additional project elements detailed herein.
- Develop final technical specifications and Division 1 specifications.
- Advancement of EOPCC and Bid Schedule to final bidding level.
- Prepare Facility Operation and Maintenance Manual.
- Prepare a construction schedule for Ecology 100 percent submittal.

Assumptions:

- Same assumptions described for pre-final (90%) design.
- One meeting with the City is included to discuss and review the final design. The meeting will be attended by four Parametrix staff.
- The City's comments and building department comments on 90% design will be incorporated into the final (100%) design submittal.
- The Ecology-required Construction Quality Assurance Plan is not included.
- Bidding requirements and contract forms are developed by others at no cost to Parametrix except what is expressly described herein. Project Manual is assembled by others.

Deliverables:

- Final design (100%) drawings, as single pdf and CAD file, electronic only
- Final technical specifications and Division 1 specifications as single pdf and word file and individual specification word files, electronic submittal only
- Final (100%) EOPCC and Bid Schedule.

- Ecology Final Design submittal memo
- Responses to Ecology Comments on Final Design
- Construction schedule for Ecology
- Facility Operation and Maintenance Manual

Phase 6A – Project Management

The purpose of this phase is to provide oversight, communications, and management of the contract and scope of work. Work includes administrative project support, task order set-up, sub-consultant management, and quality control/assurance program.

Task 6.1A – Project Management

Activities:

- Prepare monthly billing review and invoices.
- Participate in project status meetings (non-task-specific).
- Conduct Sub-consultant management and contracting (non-task-specific).
- Monthly administrative project support (task set-up, filing, communications).
- Update project schedule.

Assumptions:

- The budget provides 24 months of project management (April 2021 through March 2023).
- Monthly project status meeting includes two Parametrix staff.
- Sub-consultant contracting is limited to one firm.
- Oversight and review of sub-consultant products is included in task-specific budgets.

Deliverables:

- Monthly invoices with progress notes.
- Monthly project status meeting (one hour each by phone; can be coordinated with other meetings in person).

Phase 7A – Services During Construction (SDCs)

Task 7.1A – Office Support

Objective

Provide support to the City's Project Manager and staff during the construction phase of the project.

Activities

- Attend Pre-Construction Conference led by the City.
- Review Contractor submittals as requested by the City.
- Review Requests for Information (RFIs) and develop and/or modify relevant engineering details.
- Review and provide the City with recommended responses to change order requests.

Assumptions

- City will lead the Pre-Construction Conference and provide any documents needed for presentation at the Conference.
- Up to 40 hours per month of Parametrix staff services for up to an 18-month construction duration. Services are limited to the level of effort included within this amendment task.
- Except for the Record Drawings, as discussed in Task 7.2 below, the Deliverables outlined in the City's Department of Ecology Agreement for the Construction Management task are provided by others at no cost to Parametrix.

Deliverables

- Submittal review sheets.
- RFI and change order responses, and stamped engineering details.

Task 7.2A: Field Support

Objective

Provide on-site support for observation of the geotechnical ground improvements and/or pilings at the direction of the City's Project Manager and staff during the construction phase of the project.

Activities

- Site visits as requested by the City.
- Structural engineer of record observations.

Assumptions

- Written observation and/or site visit reports are excluded unless specifically requested by the client.
- Up to 20 hours per month of Parametrix staff services for up to an 18-month construction duration. Services are limited to the level of effort included within this amendment task.

- Virtual meetings include up to three Parametrix staff.
- Materials testing services (i.e. concrete cylinder breaks, etc.) are not included herein and are assumed to be provided by a third party contracted directly with the City or the Contractor as required.

Deliverables

- Requested observation or sit visit reports.
- Geotechnical field reports.

Task 7.3A: Geotechnical Office Support Services During Construction

The purpose of this task is to provide office support engineering services during construction for review of submittals and RFIs related to the geotechnical aspects of the project.

Activities:

- Review RFIs and submittals. Excluding soil mixing submittal, 4 submittals or RFIs are assumed.
- Review Submittal for Soil Mixing Methods and Design from Contractor

Assumptions:

- This estimate does not include materials testing, apart from soilcrete testing for the monitoring of the soilcrete product being produced (if required).

Deliverables:

- Responses to contractor submittals and RFIs

Task 7.4A: Geotechnical Field Support Services During Construction

The purpose of this task is to provide field support engineering services during construction for construction observation of improvements as it relates to geotechnical aspects of the project.

Activities:

- Attend Pre-construction Meetings (Assume two including one specifically for soil mixing)
- Site visits to observe contractor explorations for soils to perform mix design (up to 2 visits)
- Site visits to monitor mixing operation and/or piling installation (Assume full-time at 11-hour days for 4 weeks) – Includes having the field representative collect up to 10 samples of soilcrete for compressive strength testing as part of the QA monitoring during installation.
- Site visits to observe performance testing following completion of soil mixing and/or piling installation (assume two 8-hour days)
- Site visits for pump station shoring installation (assume two 8-hour visits)
- Periodic visits to observe preparation of subgrade for structures (Assume 10 half-day site visits - 6 hrs total per visit, which is inclusive of the time for field reporting)
- Periodic visits for observation of construction for geotechnical elements (up to 5 site visits)

- Prepare Final Inspection Report.

Assumptions:

- This estimate is based on an assumed durations of Contractor activities. The actual cost of construction observation will depend on the Contractor's choice of equipment, the conditions encountered, the weather, and other factors beyond the control of the project team. In the event it seems necessary to exceed our authorized budget, the City will be notified and additional authorization received before proceeding.
- This estimate does not include materials testing, except for soilcrete testing for the monitoring of the soilcrete product being produced if required for the final selected settlement mitigation method.

Deliverables:

- Daily field reports for site visits.
- Final Inspection Report.

Task 7.5A: PLC Commissioning and Programming**Activities:**

- Development of a draft and final control strategy for review and approval by the City.
- Provision of PLC and HMI programming for the pump station and storm water treatment elements.
- Field support for electrical panel and pump commissioning as needed.
- Up to four (4) hours of on-site training for City O&M personnel.

Assumptions:

- The budget provides up to 24 hours of field support and project meetings related to the PLC programming.
- The City will provide Operations & Maintenance staff on site to assist with facility startup and functional testing.
- The project electrical subcontractor will be available to assist with I/O testing with reasonable notice.
- This task excludes integration of the pump station PLC with the City's SCADA system, which will interface through a new fiber optic connection. Design of fiber connection included in Task 3.2A.
- Main PLC panel and RIO panel will be provided with Allen-Bradley ControlLogix processors and PanelView 5510 series displays as noted within the specifications.
- To maintain consistency with the City standards PLC and HMI programs will utilize most recent pump station programming to be provided by the City.

Deliverables:

- Draft and final control strategy.
- PLC and HMI draft and final pre-startup programming.
- "As-built" programming provided following startup and commissioning of the entire system.

Subtask 7.6A: Record Drawing Preparation

Objective

Provide project drawings to conform with the Contractor's construction records.

Activities

- Revise CADD drawings to conform with markups kept by the Contractor during construction.

Assumptions

- Parametrix will not verify completeness and accuracy of the Contractor's markup drawing set.
- Each drawing will take an average of 2 hours of CAD work and 1 hours of total engineering review.
- This task will be started after Contractor has provided a complete markup drawing set.
- No other record documents besides the Record Drawings will be provided.

Deliverables

- One 22"x34" and two 11"x17" bond hardcopy sets of the Record Drawings.
- CADD files for the project, including sheets and base files (x references), submitted via cloud-based file transfer site of City's choice.
- PDF copies of the Record Drawings submitted via cloud-based file transfer site of City's choice.

Phase 8A – Landscape Architecture Support Services – MacLeod Reckord PLLC

This task will support Parametrix with urban design components in their completion of design documentation and construction support services for the Downtown Stormwater Treatment Project. This work is a continuation of tasks MacLeod Reckord (MR) has performed directly for the City of Marysville (City) under Ebey Waterfront Park design contract. Once this Amendment is approved, this contract with Parametrix will take precedence and the remaining budget under MR's contract with the City will no longer be invoiced.

Task 8.1A – Pre-Final (90%)

Objective

Refer to above Task 3.2A for background information. MR is supporting Parametrix in the development of 90% design.

Activities

- Advance drawings to 90% design level.
- Advance park design elements including finishes, under seat wall lighting, paving treatment, fencing, irrigation, plantings, interpretive sign content, and artwork.
- Develop pre-final technical specifications for additional project elements as detailed by MR. Coordinate with Parametrix on concrete.
- Advance Engineer's Opinion of Probable Construction Cost (EOPCC) to pre-final design level for additional project elements as detailed by MR.
- Submit the 90 percent design to Ecology for review and incorporate applicable comments in the 100 percent design.
- Attend City and Ecology comment resolution meeting.

Assumptions

- Lighting is limited to lighting design for under seat lighting and coordination with Parametrix. Parametrix is responsible for electrical engineering to provide service to lighting. Any other site lighting as requested by the City is the responsibility of Parametrix.
- Irrigation and planting is limited to the site outside of the stormwater vaults. Parametrix will incorporate MR's irrigation CAD layer for the west side of the HDS vault units only into their overall irrigation plans for the project.
- Artwork is limited to face treatment of weir boxes and HDS units and will consist of metalwork. No original mural art by MR is anticipated.
- Interpretive sign content to be provided to the City as narrative and example graphics. City's standard template for interpretive signage assumed to be basis for design.
- No entry sign will be included.

- Project phasing, as required by Ecology, will not be shown in the 90% deliverable. MR anticipates some portion of MR plans, specifications, and EOPCC will be separated into two schedules however those separate schedules will not be shown in the 90% submittal.
- No additional sheets anticipated for layout, planting, or irrigation.
- MR to attend two meetings with the City and Parametrix to discuss pre-final design before City review and another at comment resolution. Meetings will be attended by two MR staff.
- Invoicing for April 2021 hours has been invoiced against MR's contract with the City.

Deliverables

- Pre-final (90%) design drawings.
- Pre-final technical specifications.
- Pre-final (90%) EOPCC.
- Support documentation to Parametrix on responses to Ecology Comments on 90 Percent design

Task 8.2A: Final Design (100%)

Objective

Refer to above Task 3.3A for background information. MR is supporting Parametrix in the development of 100% design.

Activities

- Advance drawings to final design level.
- Develop final technical specifications.
- Advance EOPCC to final bidding level.

Assumptions

- MR anticipates some portion of MR plans, specifications, and EOPCC will be separated into two schedules and will be shown in the 100% documents.
- MR to attend one meeting with Parametrix and the City to discuss and review the final design. The meeting will be attended by two MR staff.
- Separate schedules will be shown on plans primarily through use of boxes highlighting different schedules, additional of clarifying notes, "NIC" indicators, and similar. Extensive reorganization of sheet sets is not anticipated.

Deliverables

- Final design (100%) drawings, as single pdf, and CAD file, electronic only
- Final technical specifications as single pdf and word file and individual specification word files, electronic submittal only
- Final (100%) EOPCC.

Task 8.3A: Project Management

The purpose of this task is to provide task management for services provided on this task.

Activities:

- Prepare monthly billing review and invoices.
- Participate in project status meetings.
- Document management, correspondence, coordination.

Assumptions:

- The budget provides 24 months of project management (April 2021 through March 2023). MR assumes 6 months design; 18 months construction with intermittent involvement by MR.
- Project status meetings (up to 4) includes up to one MR staff.

Deliverables:

- Monthly invoices with progress notes. MR assumes 6 invoices during design; 6 invoices during construction.

Task 8.4A: Landscape Architecture Support Services During Construction (SDCs)

The purpose of this task is to provide office support, field support, and record drawing services during construction by MR as it relates to landscape architectural aspects of the project.

Activities:

- Attend Pre-Construction Conference led by City.
- Review Contractor submittals as requested by Parametrix.
- Review Requests for Information (RFI's) and develop/modify design details.
- Review and provide Parametrix with recommended responses to change order requests.
- Site visits as requested by Parametrix.
- Revise CADD drawings to conform with markups kept by the Contractor during construction.

Assumptions:

- City will lead the Pre-Construction Conference and provide any documents needed for presentation at the Conference.
- Up to 6 hours per month of MR staff services for up to a 6-month construction duration. Services are limited to the level of effort included within this contract task.
- Written observation and/or site visit reports are excluded unless specifically requested by Parametrix.
- Up to 3 hours per month of MR staff services for up to a 6-month construction duration. Services are limited to the level of effort included within this contract task.
- Virtual meetings include one MR staff.

- MR will not verify completeness and accuracy of the Contractor's markup drawing set.
- Services are limited to the level of effort included within this contract task.
- This task will be started after Contractor has provided a complete markup drawing set.
- No other record documents besides the Record Drawings will be provided.
- Services are limited to the level of effort included within this contract task.

Deliverables:

- Submittal review sheets.
- RFI and change order responses, and stamped engineering details.
- Requested observation or site visit reports.
- One 22"x34" and two 11"x17" bond hardcopy sets of the Record Drawings.
- CADD files for the project, including sheets and base files (x references), submitted to Parametrix.
- PDF copies of the Record Drawings submitted to Parametrix.
- Allowance is for direct expenses that include mileage, parking, and courier services.

EXHIBIT A-1

City of Marysville Amendment 1 - DSTP 553-2967-003	Staff Name	P. Fendt	C. Simmons	J. Murphy	J. Linke	S. Wagner	T. Prince	M. Casanova	J. Swenson	J. Ceralde	C. West	D. Peterson	S. Sokol	J. Stolle	B. Moss	D. Miles	R. Pusey	K. Allinson	C. Carlson	C. Nichol	S. Harris	S. Crackenberger	A. Lucas	Labor Summary		Expenses	Subs		164	TOTAL
	Title/Category	PM	DPM, DM	DDM, Mechanical / I&C EOR	Pump Station EOR	Structural EOR	Civil/Storm EOR	Electrical EOR	LA	LA	Mechanical Design	Structural, Electrical Design	Storm Eng/Design	Civil, Mech Eng/Design, Cost Estimation	Eng. Support, Hydraulics	Electrical, I&C Design	Survey Supervisor	Sr Surveyor	Electrical / I&C Eng	Engineer I	Project Controls Specialist	Project Accountant	Publications Supervisor	Hours	Dollars	Travel	HWA	MR	Sub Total	
	Billing Rate	281.29	217.17	208.39	205.30	229.16	189.38	193.12	185.41	125.29	189.51	140.95	135.10	109.36	145.60	147.94	225.29	139.33	147.88	99.68	127.95	105.01	121.29							
TOTAL FEE ESTIMATE		\$ 41,631	\$ 62,544	\$ 56,265	\$ 11,497	\$ 31,165	\$ 40,148	\$ 21,243	\$ 7,417	\$ 8,770	\$ 11,370	\$ 16,350	\$ 9,998	\$ 47,682	\$ 874	\$ 18,345	\$ 4,506	\$ 5,573	\$ 33,124	\$ 13,955	\$ 7,677	\$ 3,150	\$ 7,277	2,720	\$ 460,560	\$ 3,438	\$ 106,747	\$ 59,255	\$ 166,002	\$ 630,000
Phase 1	Project K/O, Data Collection, and Coordination - Supplement		4	30		12	12							12						20				90	\$ 15,449	-	\$ 31,697	\$ -	\$ 31,697	\$ 47,146
Task 1.3A	Geotechnical Support for Soil Improvements - PMX		4	30		12	12							12						20				90	\$ 15,449				\$ -	\$ 15,449
Task 1.3A.HWA	Geotechnical Support for Soil Improvements - HWA																								\$ -		\$ 31,697		\$ 31,697	\$ 31,697
Phase 3	Detailed Design - Supplement	6	42	72	12	46	114	48	18	60		36	14	204	6	28			64	40			40	850	\$ 133,125	-	\$ -	\$ -	\$ -	\$ 133,125
Task 3.2A	Pre-Final (90% Design)																								\$ -				\$ -	\$ -
	Coordination with MR					12	32		4	12				32						8			8	108	\$ 16,708				\$ -	\$ 16,708
	Phasing of project	4	16	16	8	4	24	4	4	16			4	48					8	24			8	188	\$ 28,892				\$ -	\$ 28,892
	Underground Electrical Service and Fiber to 1st and State		6	16			6	24	2	6				60	4	16				24			6	170	\$ 25,319				\$ -	\$ 25,319
	Civil, Structural and Mechanical Updates for Poor Soils			8		12	4					24	4										4	56	\$ 9,583				\$ -	\$ 9,583
Task 3.3A	Final (100% Design)																								\$ -				\$ -	\$ -
	Coordination with MR				8	24			2	8				16						4			4	66	\$ 10,578				\$ -	\$ 10,578
	Phasing of project	2	16	16	4	4	16	4	4	16			4	24						8	16		4	138	\$ 22,086				\$ -	\$ 22,086
	Underground Electrical Service and Fiber to 1st and State		4	12			4	16	2	2				24	2	12				12			2	92	\$ 14,546				\$ -	\$ 14,546
	Civil, Structural and Mechanical Updates for Poor Soils			4		6	4					12	2										4	32	\$ 5,413				\$ -	\$ 5,413
Phase 6A	Project Management - Supplement	80	60	30																		60	30	260	\$ 52,612	-	\$ -	\$ -	\$ -	\$ 52,612
Task 6.1A	Project Management	80	60	30																		60	30	260	\$ 52,612				\$ -	\$ 52,612
Task 7A	Services During Construction (SDCs) - New Task	62	182	138	44	78	86	62	22	10	60	80	60	220		96	20	40	160	80			20	1520	\$ 259,375	3,088	\$ 75,050	\$ -	\$ 75,050	\$ 337,513
Task 7.1A	SDCs Office Support	40	90	50	30	30	40	20	10	10	20	40	40	80		40	20	40	20	80			20	720	\$ 121,729				\$ -	\$ 121,729
Task 7.2A	SDCs Field Support	20	80	40	10	40	30	10	10					80						40				360	\$ 66,684	\$ 3,088			\$ -	\$ 69,772
Task 7.3A	Geotech Office Support Services																								\$ -		\$ 21,790		\$ 21,790	\$ 21,790
Task 7.4A	Geotech Field Support Services																								\$ -		\$ 53,260		\$ 53,260	\$ 53,260
Task 7.5A	PLC Programming & Commissioning		8	40				24								16				100				188	\$ 31,862				\$ -	\$ 31,862
Task 7.6A	Record Drawings	2	4	8	4	8	16	8	2		40	40	20	60		40								252	\$ 39,098				\$ -	\$ 39,098
Task 8A.MR	Landscape Architecture Support Services - MR - New Task																								\$ -	350	\$ -	\$ 59,255	\$ 59,255	\$ 59,605
Task 8.1A	Pre-Final (90%) - MR																								\$ -			\$ 22,385	\$ 22,385	\$ 22,385
Task 8.2A	Final (100%) - MR																								\$ -			\$ 16,040	\$ 16,040	\$ 16,040
Task 8.3A	Project Management - MR																								\$ -			\$ 10,070	\$ 10,070	\$ 10,070
Task 8.4A	SDCs - MR																								\$ -	350		\$ 10,760	\$ 10,760	\$ 11,110
	Total Hours	148	288	270	56	136	212	110	40	70	60	116	74	436	6	124	20	40	224	140	60	30	60	2720						
TOTALS		\$ 41,631	\$ 62,544	\$ 56,265	\$ 11,497	\$ 31,165	\$ 40,148	\$ 21,243	\$ 7,417	\$ 8,770	\$ 11,370	\$ 16,350	\$ 9,998	\$ 47,682	\$ 874	\$ 18,345	\$ 4,506	\$ 5,573	\$ 33,124	\$ 13,955	\$ 7,677	\$ 3,150	\$ 7,277	2,720	\$ 460,560	\$ 3,438	\$ 106,747	\$ 59,255	\$ 166,002	\$ 630,000

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2021

AGENDA ITEM:	
Resolution scheduling a Public Hearing for June 14, 2021, for consideration of vacating an unopened public road recorded under AFN 530970, located over the south 30 feet of APN 29050200200300.	
PREPARED BY:	DIRECTOR APPROVAL:
Angela Gemmer, Senior Planner	
DEPARTMENT:	
Public Works/Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. AFN 530970 2. Maplewood Crossing preliminary plat map 3. Chapter 12.32 MMC, <i>Vacation of Streets and Alleys</i> 4. Resolution <ul style="list-style-type: none"> · Exhibit A – Legal description of right-of-way vacation area · Exhibit B – BLA map showing vacation area · Exhibit C – aerial photo showing vacation area 	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Public Works and Community Development Departments are recommending vacation of an unopened public road, dedicated in 1931 by a deed recorded under Auditor's File Number (AFN) 530970, that is located over the south 30 feet of Assessor's Parcel Number (APN) 29050200200300. Staff became aware of this unopened public road during project review of a proposed development of APN 29050200200300, and have no evidence that this dedication was ever used for public road purposes. The City owns the property to the south of the unopened public road (where the Sunnyside Well Treatment Facility is located), which has an existing access onto 71st Avenue NE that parallels and directly abuts the unopened road, rendering said unopened road both unneeded and unable to be opened due to City access spacing requirements. The Sunnyside Well Treatment Facility also has frontage along 44th Street NE; critical areas encumbrances limit its development potential.

Since this unopened public road is not needed (and is unable to be utilized due to the nearby access at the Sunnyside Well Treatment Facility), and because it limits the usability of APN 29050200200300, city staff recommends vacating the unopened public road and waiving compensation.

RECOMMENDED ACTION:
Staff recommends that the City Council consider adopting the Resolution setting a public hearing date of June 14, 2021 to consider the vacation of the unopened public road that was dedicated by the deed recorded under AFN 530970, and waiving compensation for said vacation.
RECOMMENDED MOTION: I move to adopt Resolution No. _____.

2022 MICROFILMED

does make the following declaration of homestead for the joint benefit of herself and said Otto Boettner; the said Otto Boettner has not made a declaration of homestead as to the premises hereinafter described or at all and the said Gertrude Stephens Boettner does therefore make this declaration for the joint benefit of herself and her said husband as aforesaid; that the following described premises are and for more than one year last past have been the home and residence of the undersigned and her said husband, Otto Boettner, as aforesaid, and the minor child of the undersigned; that the undersigned and said Otto Boettner and said minor child are now residing on said premises and intend to reside thereon and have been residing thereon for more than one year last past and the undersigned does hereby claim same as a homestead; said premises are situate in Snohomish County, Washington and are described as follows, to-wit:

Block Three (3), Plat of Silver Lake as the same appears of record in the Office of the Auditor of Snohomish County, Washington.

That said premises are encumbered and that the actual cash value of said premises above the encumbrance thereon is Two Thousand (\$2,000.00) Dollars.

DATED July 10, 1933.

Gertrude Stephens Boettner (SEAL)

STATE OF WASHINGTON }
County of Snohomish } SS

I, the undersigned, a Notary Public, in and for the State of Washington, do hereby certify that on this 10th day of July, 1933, personally appeared before me GERTRUDE STEPHENS BOETTNER, personally known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and executed the same as and for her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of July, 1933.

{ J. L. Rucker
N. P. Seal
Com. Exp. Jan. 20, 1937 }

J. L. Rucker
Notary Public in and for the State of Washington, residing at Everett.

Filed for record at request of Jasper Rucker on Jul 10 1933 at 4:20 P.M.

John Haugen

County Auditor By

A. J. Evans

Deputy Auditor

530870
Christen Frederik Christensen
to
Tom Voie et ux

WARRANTY DEED

The grantor, CHRISTEN FREDERIK CHRISTENSEN, a widower, for and in consideration of One (\$1.00) Dollar and other valuable consideration conveys and warrants unto the grantee, TOM VOIE and THERESA VOIE, husband and wife, the following real property situated in Snohomish County, Washington, to-wit:

Beginning at the Northwest Corner of the South half of government Lot Three (3) of Section Two (2), Township Twenty-nine (29), North Range Five (5) E.W.M., thence North 89 Degrees, 35' 2", East, along the North line of said South half of said Lot Three (3), 686.12 ft; thence South 1 Degree, 58' 24", East, 30 ft; thence South 89 Degrees, 35' 02", West, 686.12 ft; thence Northerly 30 ft. to true point of beginning, all in Section Two (2), Township Twenty-nine (29), North Range Five (5), E.W.M.

The grantee-, as a part of the consideration hereof, agrees to build a lawful fence along the South side of said tract herein conveyed to be completed on or before March 14, 1932 and to maintain said fence.

It is also expressly agreed that this strip of land is to be for the use of the public for the purpose of a road.

DATED this 8th day of December, 1931.

Christen Frederik Christensen

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } SS:

This is to certify that before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, on this 8th day of December, 1931 personally appeared before me, CHRISTEN FREDERIK CHRISTENSEN, to me known to be the individual named in, and who executed the foregoing instrument and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of December, 1931.

{ Joseph H. Smith
N. P. Seal
Com. Exp. Aug. 4, 1934 }

Joseph H. Smith
Notary Public in and for the State of Washington, residing at Everett.

Filed for record at request of Snohomish County Abstract Company on Jul 10 1933 at 4:35 P.M.

John Haugen

County Auditor By

A. J. Evans

Deputy Auditor

4/21/2021 3:49 PM
Z:\Keystone Land - Marysville School Property\Sheets\P1 PRD - Binding Site Plan.dwg
PROJECT LEAD: Merle
CHECKED BY: Tyler
DRAWN BY: Tyler, Alex
DATE: December 15, 2020
REVISION 1:
REVISION 2:
REVISION 3:
AS-BUILT:

LEGEND

- PROJECT BOUNDARY
- PROPOSED R/W LINE
- PROPOSED TRACT LINE
- PROPOSED LOT LINE
- EXIST. R/W LINE
- EXIST. PARCEL LINE
- BUILDING SETBACK
- PROPOSED 6' BOARD FENCE
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- EXIST. EDGE OF PAVEMENT
- EXIST. POWERLINE
- PROPOSED PAVED AREA
- "NO PARKING" FIRE LANE
- ACTIVE OPEN SPACE
- OPEN SPACE

SITE AREA ANALYSIS

Gross Site Area: 300,446.46 sf (6.90 ac)
Area to be deeded as ROW: 53,323 sf (1.22 ac)
Area in Lots: 169,294 sf (3.89 ac)
Area in Critical Area and Buffer: 37,093 sf (0.85 ac)
Area in Open Space: 44,799 sf (1.13 ac)
Road Pavement: 42,306 sf (0.88 ac)

OPEN SPACE ANALYSIS

Net Project Area: 240,357 sf (5.52 ac)
Min. Open Space Required: 36,053 sf (0.83 ac)
Min. Active OS Required: 12,619 sf (0.29 ac)
(35% of Total OS)

Passive Open Space Provided

Tract 999 (allow 65% of OS Required): 24,110 sf (0.55 ac)
Tract 998: 7,555 sf (0.17 ac)
Total Passive Recreation: 31,665 sf (0.72 ac)

Tract 995 Open Space: 3,544 sf (0.08 ac)
Tract 994 Open Space: 9,590 sf (0.22 ac)
Total Active Recreation: 13,134 sf (0.30 ac)

Total Open Space Provided: 19% 44,799 sf (1.03 ac)

BONUS YIELD

Marysville Municipal Code - 22C.090.030 Public Benefits and density incentives

Benefit	Density Incentive	Provided	Bonus Yield
6. Storm Drainage Facilities Dual use retention/detention facilities. a. Developments that incorporate active recreation facilities that utilize the storm water facility tract.	5 bonus units per acre of the storm water facility tract used for active recreation	13,134 sf	1.51
6. Storm Drainage Facilities Dual use retention/detention facilities. b. Developments that incorporate passive recreation facilities that utilize the storm water facility tract.	2 bonus units per acre of the storm water facility tract used for passive recreation.	7,555 sf	0.35
7. Project Design c. Installation of perimeter fencing or landscaping in order to improve design or compatibility between neighboring land uses.	1 bonus unit per 500 linear feet of perimeter fencing or landscaping installed (when not otherwise required by code).	2,028 lf	4.06
9. Low Impact Development (LID) a. Integration of LID measures in project design and storm water facility construction.	5-10 Impact increase over base density (range dependent on degree of LID integration in project design and construction)	10.0%	3.60
	Total Bonus	9.51	
	Base Density	36	
	Maximum Yield (20%)	43	

TRACT DESIGNATION

Tract	Description	Area
Tract 999	Open Space Passive, Critical Area	37,093 sf
Tract 998	Open Space Passive, SWM and Buffer	7,555 sf
Tract 997	Buffer Landscape	4,706 sf
Tract 996	Buffer Landscape	1,338 sf
Tract 995	Open Space Active Recreation, SWM	3,544 sf
Tract 994	Open Space Active Recreation, SWM	9,590 sf
Tract 993	Autocourt	2,511 sf
Tract 992	Autocourt	3,214 sf
Tract 991	Autocourt	2,504 sf
Tract 990	Private Access Shared Driveway	1,207 sf
Tract 989	Private Access Shared Driveway	1,451 sf
Total Tract Area		74,713 sf

IMPERVIOUS AREAS

Category	Area
Existing road area	0 sf (0.00 ac)
Existing driveway area	0 sf (0.00 ac)
Existing roof area	0 sf (0.00 ac)
New road, Driveway, Walk	120,800 sf (2.77 ac)
New roof area	87,534 sf (1.51 ac)
Total impervious area	220,794 sf (4.28 ac) 62%

VEGETATION ANALYSIS

EXISTING:

Category	Area	%
Forested areas	300,446.46 sf (6.90 ac)	100.0%
Building & Gravel areas	0 sf (0.00 ac)	0.0%
Total	300,446.46 sf (6.90 ac)	100.0%

PROPOSED:

Category	Area
Landscaped areas	214,306 sf (4.92 ac)
Building & Driveway areas	86,140 sf (1.98 ac)
Total	300,446.46 sf (6.90 ac)

SLOPE ANALYSIS

Slopes vary across the site, with the steepest slopes (up to 39%) in the southern portion of the site. Slopes typically range from flat to 5%. Average slope is 4.39%. Site slopes generally downward from the southwest to east.

There are no indications of unstable slopes on the site.

Slope analysis based on T.I.N. triangle slopes of the LIDAR surface:

Range	Area (sf)
0% - 15%	253,078 sf
15% - 20%	19,251 sf
20% - 25%	10,811 sf
25% - 33%	5,024 sf
33% +	2,280 sf
Total	300,446.46 sf (6.90 ac)

ROAD HORIZONTAL CURVE TABLE

Curve #	P.I.	Radius	Arch Length	Delta	P.C.	P.T.	Tangent
C1	14+16.95	165.00	92.00	N74° 42' 25.12"E	13+69.72	14+61.72	47.231
C2	23+14.54	165.00	92.16	N16° 36' 42.17"W	22+67.22	23+59.38	47.319

AQUIFER RECHARGE/ WELL HEAD PROTECTION

Low, Over 100 ft.

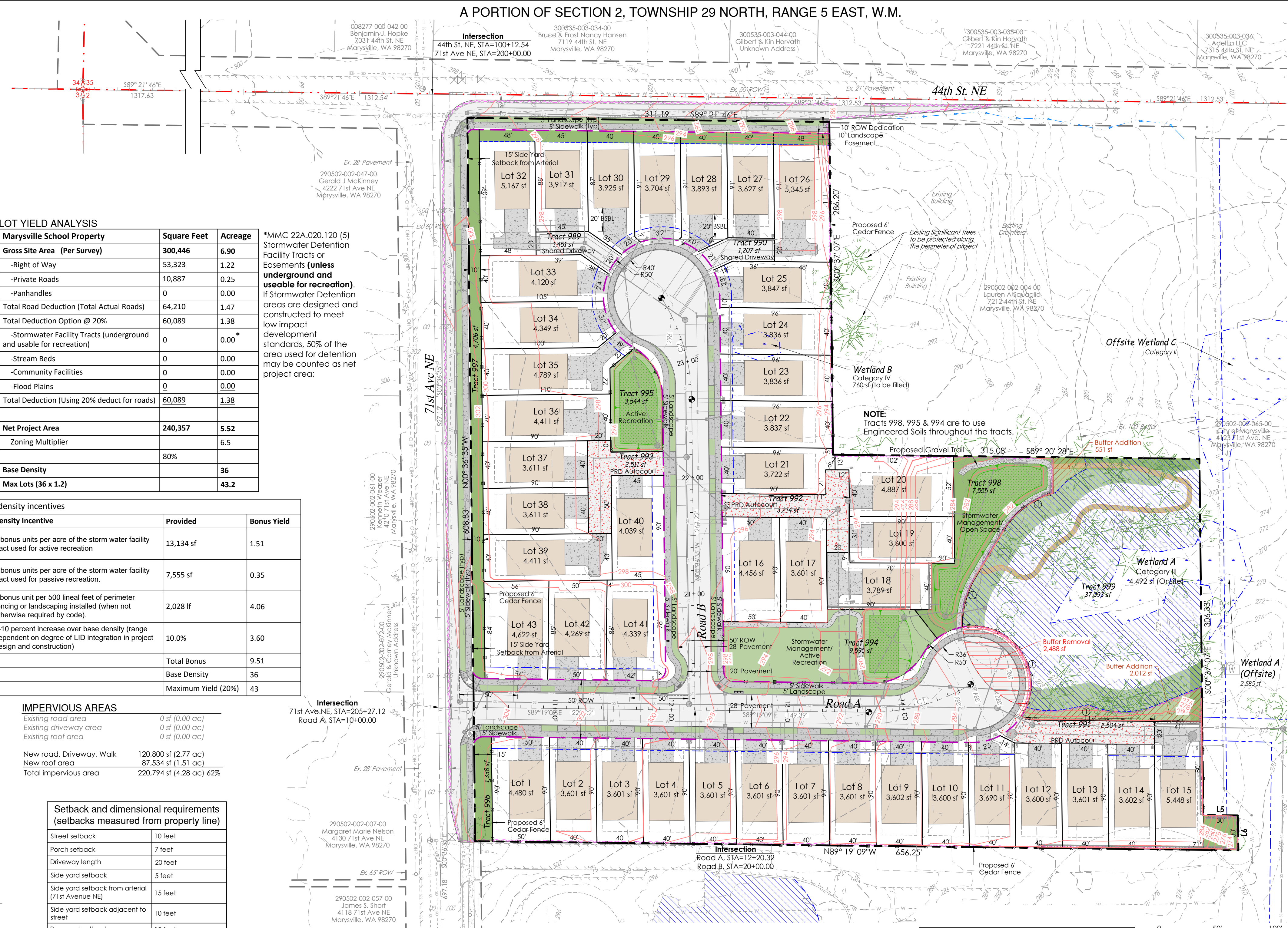
SOILS

Takul Gravelly Medial Loam:
Hydrologic Soil Group: B
Compact Fill Area to 95% Modified Proctor

GENERAL NOTE:

It is the responsibility of the contractor and construction manager to ensure that all conflicts between plan sets are identified and resolved prior to construction activities. The contractor shall verify the location of all existing utilities prior to any construction. Agencies shall be notified within a reasonable time prior to the start of construction.

CALL AT LEAST 2 BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555



Setback and dimensional requirements (setbacks measured from property line)

Category	Requirement
Street setback	10 feet
Porch setback	7 feet
Driveway length	20 feet
Side yard setback	5 feet
Side yard setback from arterial (71st Avenue NE)	15 feet
Side yard setback adjacent to street	10 feet
Rear yard setback	10 feet
Critical areas setback	15 feet
Maximum impervious coverage	70 percent

- ### NOTES:
- Lots are not eligible for Duplexes or Accessory Dwelling Units. No direct access onto 44th St. NE and 71st Ave NE is allowed for any individual lot.
 - Autocourts shall be constructed with colored and/or scored concrete, pavers, bricks or other durable ornamental pavers. See Construction Plans.
 - All lots under 5,000 sf are subject to 22C.010.310, Small Lot single family dwelling development standards.

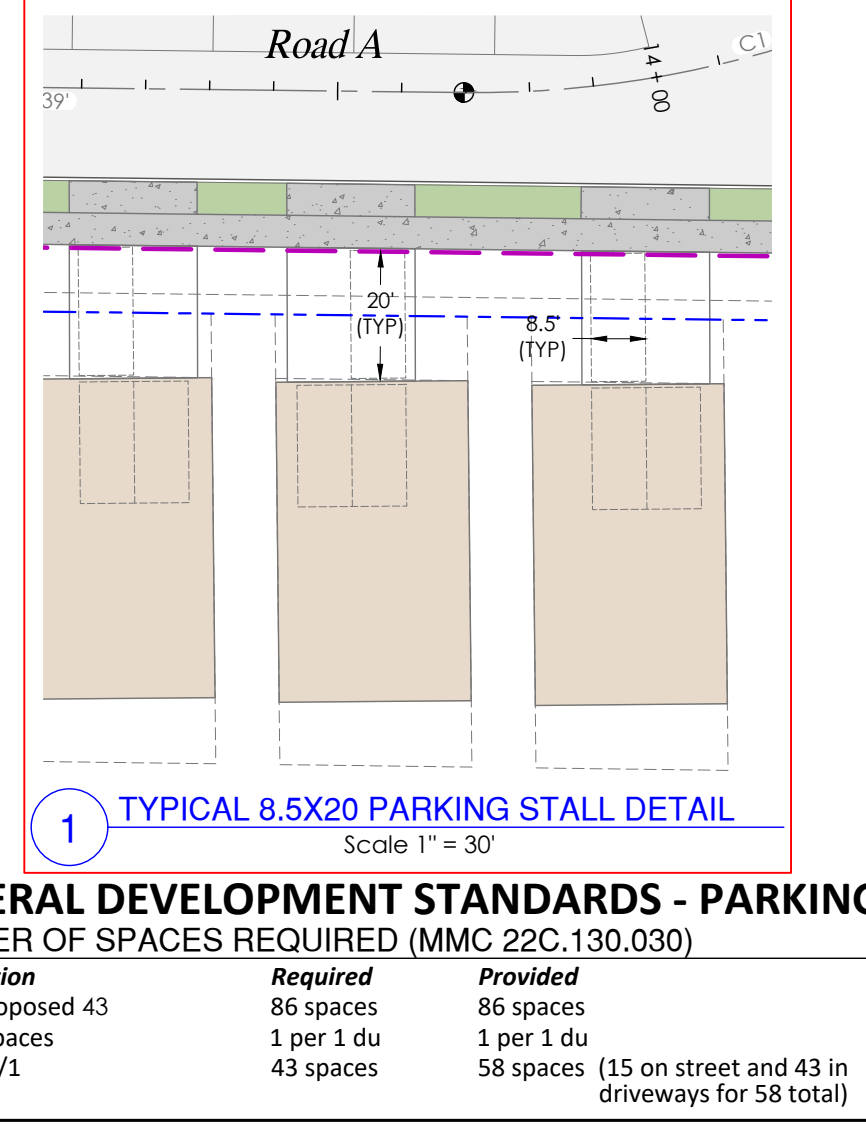
GENERAL DEVELOPMENT STANDARDS - PARKING

NUMBER OF SPACES REQUIRED (MMC 22C.130.030)

Description	Required	Provided
Units Proposed 43	86 spaces	86 spaces
Guest Spaces	1 per 1 du	1 per 1 du
Units 43/1	43 spaces	58 spaces (15 on street and 43 in driveways for 58 total)

PRD - BINDING SITE PLAN

NOTE: SPRINKLER
All homes will require NFPA Fire Suppression (more than 30 homes on a "no outlet" street system). Minimum 1" water meter services required.



STATEMENT OF INTENT

It is the Applicant's intent to Subdivide the property into Fee Simple lots for Detached Single Family homes

HOUSING MIX RATIO

Proposed - 100% Single Family Detached Homes
300-Foot Radius - 100% Single Family Detached Homes

Sheet List Table

Sheet Number	Sheet Title
C1	Civil Site Plan
C2	Construction Notes
C3	Clearing & TESC Plan
C4	Grading Plan
C5	Grading & TESC Details
C6	Frontage Improvements Plan - 71st Avenue NE
C7	Frontage Improvements Plan - 44th Street NE
C8	Road A Plan and Profile
C9	Road B Plan and Profile
C10	Autocourt Shared Court Details
C11	Curb Ramp Details
C12	Road Details
C13	Stormwater Management Overview Plan
C14	Stormwater Management Plan and Profile
C15	Stormwater Management Plan and Profile
C16	Stormwater Management Plan and Profile
C17	Stormwater Management Details
C18	Storm Control Structure Details
C19	Sewer and Water Overview
C20	Road A Sewer Plan and Profile
C21	Road B Sewer Plan and Profile
C22	Offsite Sewer Connection
C23	Offsite Sewer Plan and Profile
C24	Signage & Channelization Plan
C25	Lighting Plan
C26	Mailbox Plan

Line Table

Line #	Length	Direction
L5	29.75	S89° 19' 09"E
L6	30.00	S00° 52' 35"E

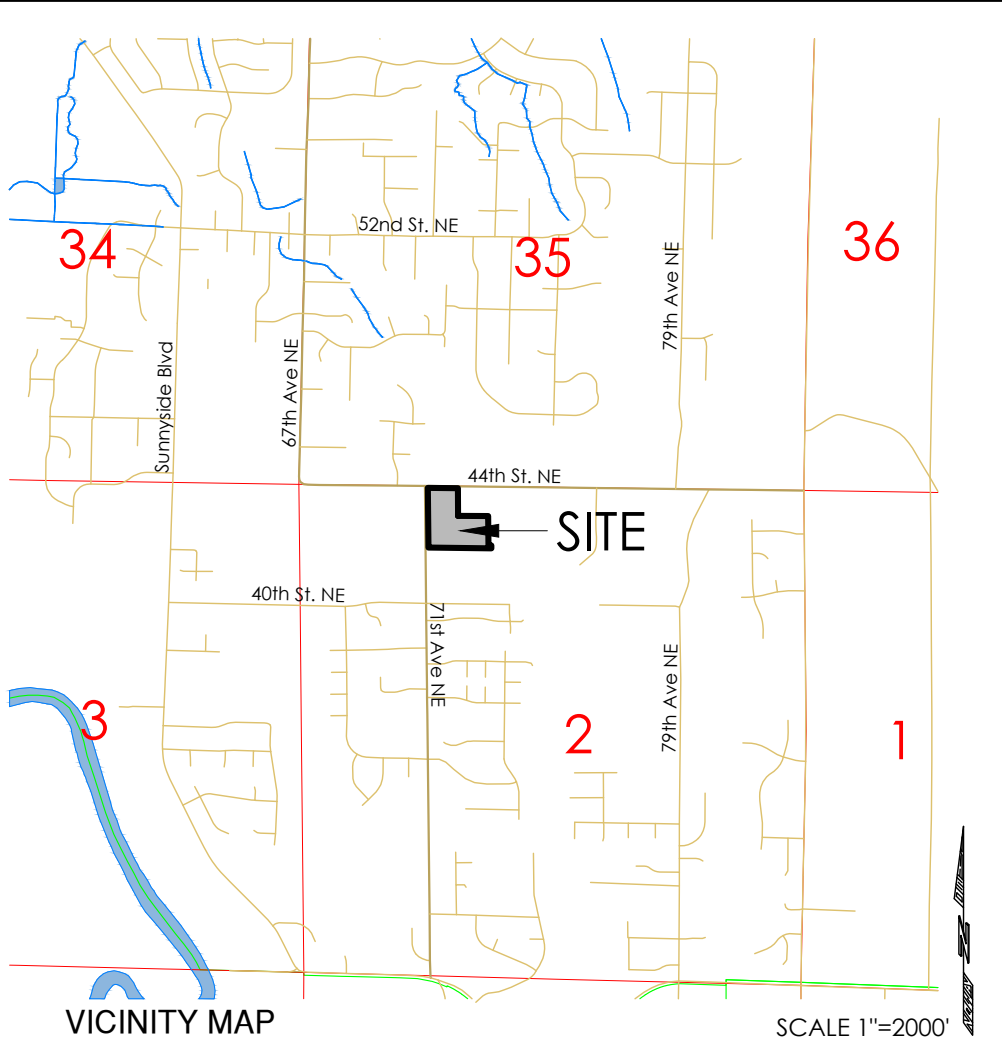
Sheet List Table

Sheet Number	Sheet Title
P1	PRD - Binding Site Plan
P2	Open Space & Landscape Concept Plan

CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRED OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: WSDPW HYDRAULIC PROJECT APPROVAL (HPA), WSDOE NOTICE OF INTENT (NOI), ANY CORPS OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT. THIS ____ DAY OF ____, 201__.

KEN MCINTYRE, P.E., DEVELOPMENT SERVICES MANAGER - LAND DEVELOPMENT
THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL. PER MMC 22A.040.020 & 22A.040.030.



LEGAL DESCRIPTION

PARCEL A:
THE SOUTH HALF OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 3 IN SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 1071265, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF GOVERNMENT LOT 3 IN SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH 89°35'02" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF 686.12 FEET;
THENCE SOUTH 01°58'24" EAST 30 FEET;
THENCE SOUTH 89°35'02" WEST 686.12 FEET;
THENCE NORTHERLY 30 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 1071265;

PARCEL C:
THE NORTH HALF OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 3 SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THE EAST 315 FEET THEREOF;

AND EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR ROAD BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBERS 1071262 AND 540626, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DATUM & BENCHMARK

DATUM:
NAVD 88 (NGVD 29 = NAVD 88-3.71)

BENCHMARK:
FOUND CASE CONC. MON AT THE INTERSECTION OF 71ST AVE N.E. & 44TH ST. NE. Elev = 224.76

SURVEY NOTES

- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF PARTIES WHOSE NAMES APPEAR HEREON ONLY, AND DOES NOT EXTEND TO ANY UNNAMED THIRD PARTIES WITHOUT EXPRESS RECERIFICATION BY THE LAND SURVEYOR OF RECORD.
- BOUNDARY LINES SHOWN AND CORNERS SET REPRESENT DEED LOCATIONS; OWNERSHIP LINES MAY VARY. NO GUARANTEE OF OWNERSHIP IS EXPRESSED OR IMPLIED. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW ALL EASEMENTS, RESTRICTIONS, AND OCCUPATION WHICH MAY ENCUMBER TITLE OR USE OF SUBJECT PROPERTY.

PROJECT INFORMATION

Tax Parcel Numbers	290502-002-003-00, 290502-002-002-00
Total Area	300,446.46 sf (6.90 ac)
GPP Designation	R6.5 Single Family High
Existing Zoning	R6.5 Single Family High
Existing Land Use	Single Family Residential
Proposed Land Use	Single Family Residential
Number of Lots	43
Average Lot Size	3,958 sf
Smallest Lot	3,602 sf
Net Lot Density	8.14 du/ac

LOCAL SERVICES

Sewage Disposal:	City of Marysville
Water District:	City of Marysville
School District:	Marysville #25
Fire District:	Marysville #66
Post Office:	City of Marysville
Electric:	Snohomish County PUD
Phone:	Frontier
Cable:	Comcast
Gas:	Comcast

CONTACT PERSON

Land Technologies Inc.	Merle Ash	18820 3rd Ave. NE	18820 3rd Ave. NE
		Arlington, WA 98223	Arlington, WA 98223
		360.652.9727	360.652.9727
		merle@landtechway.com	merle@landtechway.com

ENGINEER

Land Technologies, Inc.	Tyler Foster, P.E.	18820 3rd Ave. NE	18820 3rd Ave. NE
		Arlington, WA 98223	Arlington, WA 98223
		360.652.9727	360.652.9727
		Tyler@landtechway.com	Tyler@landtechway.com

SURVEYOR

Pacific Coast Surveys, Inc.	Darren J. Riddle, PLS	P.O. Box 13619	Mill Creek, WA 98082
			425.512.7099

APPLICANT

Keystone Land, LLC.	13805 Smokey Point Blvd, Ste 102, Marysville, WA 98271
---------------------	--

CERTIFIED EROSION CONTROL SPECIALIST

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LAND TECHNOLOGIES

18820 Third Avenue, N.E.
Arlington, WA 98223
360-652-9727

Maplewood Crossing
Keystone Land, LLC.

PRD - BINDING SITE PLAN

13805 Smokey Point Blvd, Ste 102, Marysville, WA 98271

1 SHEET of P2

24x36

Chapter 12.32 VACATION OF STREETS AND ALLEYS

Sections:

- 12.32.010** Petition – Filing.
- 12.32.020** Petition – Scheduling for public hearing – Compensation for vacated area.
- 12.32.030** Notice of public hearing.
- 12.32.040** Survey requirements.
- 12.32.050** Appraisal.
- 12.32.060** Criteria for council decision.
- 12.32.070** Authorized by ordinance.
- 12.32.080** Notice to auditor and assessor.
- 12.32.090** Use of proceeds of vacation.

12.32.010 Petition – Filing.

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the city council for the vacation of such street or alley, or any part thereof, in the manner provided in this chapter and pursuant to Chapter [35.79](#) RCW, or the city council may itself initiate, by resolution, such vacation procedure. The petition shall be on such form as may be prescribed by the city and shall contain a full and correct description of the property sought to be vacated. A petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated.

The petition shall be filed with the city clerk, and the petitioners shall pay fees as set forth in MMC [14.07.005](#). (Ord. 2106 § 9, 1996; Ord. 1271, 1983; Ord. 948 § 1, 1977).

12.32.020 Petition – Scheduling for public hearing – Compensation for vacated area.

(1) Upon receiving a petition or the vacation of a city street or alley, the city clerk shall place the matter upon the agenda of the city council at a regular meeting to be held not fewer than 10, nor more than 30 days, from the date the petition is filed with the city clerk. The city clerk shall notify the petitioners in writing of the date the matter shall come before the city council. The city clerk shall then notify the city engineer and the compliance officer/ planner of the petition and the date when the matter will be before the city council, and said officials shall prepare reports relating to the same.

(2) The city council may require the petitioners to compensate the city of Marysville:

- (a) Where the street or alley has been part of a dedicated public right-of-way for 25 years or more, an amount that does not exceed the full appraised value of the area vacated;
- (b) Where the street or alley has not been part of a dedicated public right-of-way for 25 years or more an amount which equals one-half of the appraised value of the area vacated.

When the vacation is initiated by the city of Marysville, or the city council deems it in the best interest of the city of Marysville, the council may waive all or any portion

of such compensation. At the time the city council initially has the petition before it in order to set the matter for public hearing by resolution, the city council shall consider the reports of the city engineer and/or the city planner shall determine whether or not it will require that the city be compensated as a condition of the vacation.

(3) The city council shall, by resolution, fix the time for the hearing of such petition, which time shall not be more than 60 days, nor fewer than 20 days after the passage of such resolution. (Ord. 2396 § 1, 2001; Ord. 948 § 2, 1977).

12.32.030 Notice of public hearing.

(1) On the passage of the resolution provided for in MMC [12.32.020](#), the city clerk shall give 20 days' notice of the pendency of the petition by a written notice posted in three of the most public places in the city and a like notice in conspicuous place on the street or alley sought to be vacated. The notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition.

(2) In all cases where the proceeding is initiated by resolution of the city without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, in addition to notice required in subsection (1) of this section, there shall be given by mail, at least 15 days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley, or any part thereof, sought to be vacated, as shown on the rolls of the county treasurer, directed to the addresses thereon shown. Failure to send notice by mail to any such property owner where the current address of such property owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed street vacation. (Ord. 948 § 3, 1977).

12.32.040 Survey requirements.

It shall be the duty of the city engineer to determine whether or not the location and legal description of the street or alley proposed for vacation are sufficiently known to the city so that an accurate legal description of the proposed vacation can be known with certainty. If the city engineer determines that these matters are not known or are not accurately known, then the city shall notify the petitioners of the necessity of having an accurate, professional survey of the property proposed for vacation within the boundaries of the proposed vacation marked upon the ground with an accurate legal description of the proposed vacation to be furnished to the city. The city shall not proceed further upon the vacation petition until such a survey has been done and legal description has been received. (Ord. 948 § 4, 1977).

12.32.050 Appraisal.

In all cases where the city council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made by one or more of the following methods:

- (1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.
- (2) The petitioner shall be required to submit a report of a professional appraiser to the city, stating the fair market value of the right-of-way proposed for vacation.
- (3) The city shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing. (Ord. 2321 § 1, 2000; Ord. 1170, 1981; Ord. 948 § 5, 1977).

12.32.060 Criteria for council decision.

- (1) The city council shall not vacate any street, alley or any parts thereof if any portion thereof abuts any body of salt or fresh water unless such vacation is sought to enable the city or state to acquire the property for port purposes, boat moorage or launching sites, park, viewpoint, recreational or educational purposes or other public uses. This provision shall not apply to industrial-zoned property.
- (2) The city council shall use the following criteria for deciding upon the petition:
 - (a) The vacation will provide a public benefit, and/or will be for a public purpose;
 - (b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;
 - (c) The public need shall not be adversely affected;
 - (d) The right-of-way is not contemplated or needed for future public use;
 - (e) No abutting owner will become landlocked or his access will not be substantially impaired; i.e., there must be an alternative mode of ingress and egress, even if less convenient; provided that the city council may, at the time of its public hearing, determine that the city may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.
- (3) The city council will, at the time of the public hearing, determine the amount of compensation to be paid to the city by the petitioners as a condition of the vacation, which amount shall not exceed one-half of the appraised value of the area to be vacated; except, that in the event the subject property or portions thereof were acquired at public expense, the city may require compensation in an amount equal to the full appraised value of the area to be vacated. (Ord. 1452, 1986; Ord. 948 § 6, 1977).

12.32.070 Authorized by ordinance.

If the city council determines to grant the petition provided for in MMC [12.32.010](#), or any part thereof, the council shall authorize by ordinance the vacation of such street or alley, or any part thereof. Such ordinance may provide for the retention by the city of all easements or rights in respect to the vacated land for the construction or repair and maintenance of public utilities and services. If the city council determines that compensation shall be paid as a condition of the vacation, then the ordinance shall not be published or become effective until the compensation has been paid by the petitioners. (Ord. 948 § 7, 1977).

12.32.080 Notice to auditor and assessor. 

A certified copy of the ordinance vacating any street or alley, or part thereof, shall be filed by the city clerk with the Snohomish County auditor's office and with the Snohomish County assessor's office. (Ord. 948 § 8, 1977).

12.32.090 Use of proceeds of vacation. 

One-half of the revenue received by the city as compensation for area vacated, under this chapter, shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city. (Ord. 2396 § 2, 2001).

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING JUNE 14, 2021 AS THE DATE UPON WHICH A PUBLIC HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER VACATION OF AN UNOPENED PUBLIC ROAD OVER THE SOUTH 30 FEET OF ASSESSOR PARCEL NUMBER 29050200200300 (4205 71ST AVENUE NE), IN THE CITY OF MARYSVILLE, AND TO CONSIDER WAIVING COMPENSATION FOR SAID VACATION.

WHEREAS, during review of a formal land use application encompassing two parcels of land (Assessor's Parcel Numbers 29050200200300 and 29050200200200, commonly known as 4205 and 4315 71st Avenue NE, respectively), the City of Marysville became aware of a public road dedication from 1931 recorded under Auditor's File Number (AFN) 530970, that is located over the south 30 feet of Assessor's Parcel Number (APN) 29050200200300 (4205 71st Avenue NE); and

WHEREAS, to the best that City staff can determine, the public road dedication recorded under AFN 530970 was never opened for public road purposes; and

WHEREAS, the City owns the Sunnyside Well Treatment Facility located at 4123 71st Avenue NE (APN [29050200206500](#)) which is directly to the south of 4205 71st Avenue NE and the associated unopened public road dedication; and

WHEREAS, the Sunnyside Well Treatment Facility has an existing access onto 71st Avenue NE which parallels and directly abuts the unopened public road dedication recorded under AFN 530970, rendering said public road dedication both unneeded by the City, and unable to be opened due to the inability to meet Engineering Design and Development Standards access spacing requirements;

WHEREAS, the Sunnyside Well Treatment Facility property also has frontage along 44th Street NE, and has critical areas encumbrances that limit its development potential;

WHEREAS, MMC 12.32.010 and RCW 35.79.010 authorize the Council to initiate vacation procedures by resolution; and

WHEREAS, MMC 12.32.020 provides that, when a vacation is initiated by the City, the Council may waive all or any portion of compensation that the City would receive from the vacation; and

WHEREAS, MMC 12.32.020 furthermore provides that the Council will consider the reports of the City Engineer and the City Planner in determining whether compensation will be required as a condition of the vacation; and

WHEREAS, the City Engineer and the Community Development Director have recommended that the Council waive all compensation for the vacation of the unopened public road that was dedicated by the deed recorded under AFN 530970; and

WHEREAS, the Council desires to initiate vacation procedures for the unopened public road that was dedicated by the deed recorded under AFN 530970;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, AS FOLLOWS.

Section 1. Pursuant to MMC 12.32.020, **June 14, 2021 at 7:00 PM** is established as the time at which the City Council of the City of Marysville will hold a public hearing to consider the vacation of the unopened public road that was dedicated by the deed recorded under Auditor’s File Number 530970, and that is located over the south 30 feet of the property located at 4205 71st Avenue NE (APN 29050200200300), which is legally described in **Exhibit A** and depicted in **Exhibits B & C**, attached hereto (the “Unopened Road”).

Section 2. The Council, having considered the recommendation of the City Engineer and the Community Development Director, waives all compensation for vacation of the Unopened Road.

Section 3. The Council has determined that vacation of the Unopened Road would satisfy the criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, allowing for development of the property located at 4205 71st Avenue NE (APN 29050200200300) to be unimpaired by an unopened and unnecessary road;
- (b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;
- (c) The public need will not be adversely affected;
- (d) The Unopened Road is not contemplated or needed for future public use; and
- (e) No abutting owner will become landlocked or have their access substantially impaired.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

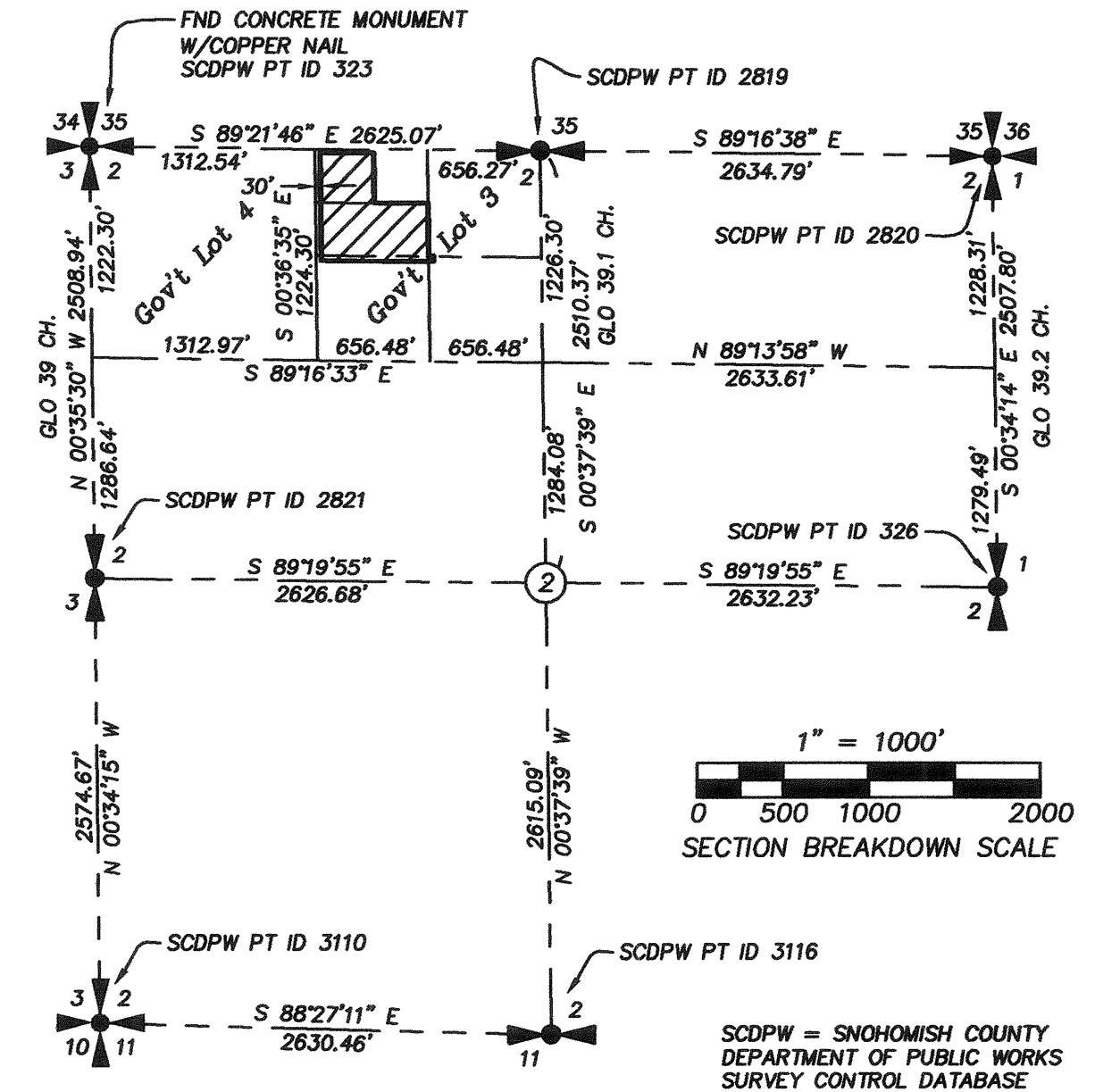
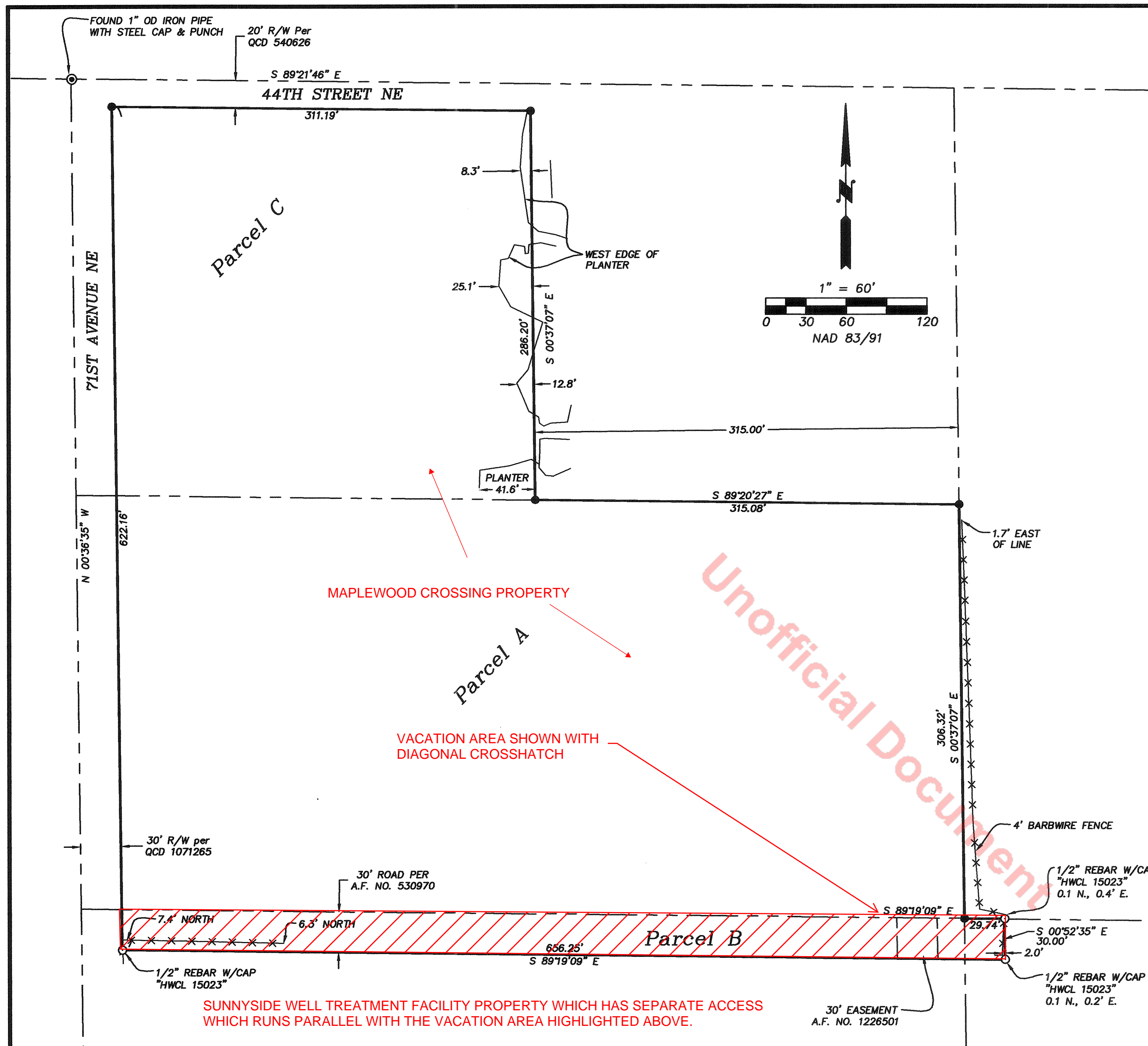
Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

EXHIBIT A

Beginning at the northwest corner of the south half of government lot 3, Section 2, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington; thence north $89^{\circ}35'02''$ east along the north line of said south half 686.12 feet; thence south $1^{\circ}58'24''$ east 30 feet; thence south $89^{\circ}35'02''$ west 686.12 feet; thence northerly 30 feet to the point of beginning; except that portion conveyed to Snohomish County for road purposes by deed recorded under Auditor's File Number 1071265.

MARYSVILLE SCHOOL DIST. #25
SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
NE 1/4, NW 1/4



MAPLEWOOD CROSSING PROPERTY

VACATION AREA SHOWN WITH DIAGONAL CROSSHATCH

SUNNYSIDE WELL TREATMENT FACILITY PROPERTY WHICH HAS SEPARATE ACCESS WHICH RUNS PARALLEL WITH THE VACATION AREA HIGHLIGHTED ABOVE.

Unofficial Document

Legal Description:

(Per Chicago Title Insurance Company Policy #5302074, second report, dated August 19, 2005)

PARCEL A:
THE SOUTH HALF OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 3 IN SECTION 2 TOWNSHIP 29 NORTH RANGE 5 EAST, W.M., SNOHOMISH COUNTY WASHINGTON; EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 1071265, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF GOVERNMENT LOT 3, SECTION 2 TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH 89°35'02" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF 686.12 FEET; THENCE SOUTH 1°58'24" EAST 30 FEET; THENCE SOUTH 89°35'02" WEST 686.12 FEET; THENCE NORTHERLY 30 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 1071265;

PARCEL C:
THE NORTH HALF OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 3 SECTION 2 TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.; EXCEPT THE EAST 315 FEET THEREOF; AND EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR ROAD BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBERS 1071262 AND 540626, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SURVEY NOTES:

- 1) SURVEY PROCEDURES & EQUIPMENT: FIELD TRAVERSE & 10" TOTAL STATION.
- 2) THE FIELD TRAVERSES USED IN THIS SURVEY MEET OR EXCEED THOSE STANDARDS CONTAINED IN WAC 332-130-090.
- 3) DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 4) ALL CONTROLLING MONUMENTS SHOWN ARE OF RECORD, ARE LOCALLY ACCEPTED AS REPRESENTATIVE OF THEIR PURPORTED POSITIONS, AND WERE VISITED DURING THE COURSE OF THIS SURVEY UNLESS OTHERWISE NOTED.
- 5) THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MARYSVILLE SCHOOL DISTRICT NO. 25 IN DECEMBER 2005.

Douglas R. Slager
DOUGLAS R. SLAGER
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 28074
DATE: 12-23-2005

LEGEND

- SET 3/4" X 24" IRON PIPE W/CAP "HAI 28074"
- FOUND REBAR AS NOTED
- FENCE LINE



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 28 DAY OF December, 2005
AT 12:37 P.M. IN BOOK _____ OF SURVEYS AT PAGE _____
AT THE REQUEST OF HARMSEN & ASSOCIATES, INC.

BOB TERWILLIGER COUNTY AUDITOR
BY *Chelley Roe* DEPUTY COUNTY AUDITOR

UNPUBLISHED WORK © 2005 BY HARMSEN & ASSOCIATES INC

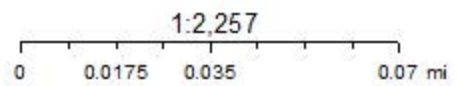
AF# 200512285003

MARYSVILLE SCHOOL DIST. #25		
RECORD OF SURVEY		
ELEMENTARY SITE #11		
SCALE: 1" = 60' DRAWN BY: TLR 12-22-05	HARMSEN & ASSOC. INC 17614 WEST MAIN STREET POST OFFICE BOX 516 MONROE, WA. 98272 PH: (360)794-7811 / (206)343-5903	SHEET 1 OF 1 DWG: ELEM 11 S.T.R. INDEX 2-29 N-5 E NE 1/4, NW 1/4
REVISED: F/B: 872 JOB#: 05-280		



City of Marysville

- | | | |
|------------------|---------------------|------------------------------------|
| Parcels | STATE OF WASHINGTON | Tributary |
| Railroad | Streets | Intermittent stream |
| ROWS | Trails | Swale |
| MUNICIPALITY | Arlington airport | Intermittent stream, not regulated |
| PRIVATE | Water bodies | Piped Stream |
| RAILROAD | Streams | |
| SNOHOMISH COUNTY | Stream | |



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Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/24/21

AGENDA ITEM:	
Ordinance Amending Chapter 6.27 MMC and Adopting State Law on Possession of a Controlled Substance Without a Prescription and Amending Municipal Code in Regard to Drug Paraphernalia	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City Council approved Ordinance No. 3179 in response to a decision by the Washington State Supreme Court striking down the state law prohibiting possession of a controlled substance without a prescription because the lack of criminal penalties for the possession of controlled substances without a prescription would immediately result in an increase in the negative health and safety consequences associated with the use of controlled substances without a prescription, interfere with the City’s initiatives to address addiction and criminal activity associated with the use of controlled substances, and have an immediate, direct, and negative impact on the health, safety, and welfare of the City’s inhabitants.

The State of Washington subsequently adopted and the Governor signed ESB 5476 making changes to the Revised Code of Washington in regard to controlled substances and drug paraphernalia. The major changes were to reduce possession from a felony to a misdemeanor and to require that before arresting or charging an individual found with a controlled substance, police must offer a referral to treatment services on the first two contacts.

RCW 69.50.608 limits the city to enacting penalties that are the same as those set forth in chapter 69.50 RCW, thus staff recommends aligning the penalties in the City’s ordinances regarding possession of controlled substances with newly enacted state law. The state also altered the crime of use of drug paraphernalia eliminating when paraphernalia is used to store and ingest controlled substances. This eliminates state law penalties for items such as pipes and needles used to ingest heroin and methamphetamine. Maintaining criminal penalties that have been in place for many years for the use and intended use of drug paraphernalia to store and ingest controlled substances furthers the City’s goals of reducing addiction and other negative consequences of using controlled substances. The ordinance makes the penalties for use of drug paraphernalia the same as those for possession of a controlled substance (i.e. treatment must be offered the first two contacts).

RECOMMENDED ACTION: Staff recommends the City Council consider adopting an ordinance amending chapter 6.27 MMC.

RECOMMENDED MOTION: I move to adopt Ordinance No. _____.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 6.27 OF THE MUNICIPAL CODE,
DEFINING AND SETTING PENALTIES FOR CRIMES INVOLVING
CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA.**

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional can result in physical injury or death; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional often exacerbates mental health conditions; and

WHEREAS, using controlled substances can alter a person's brain or brain chemistry with negative health consequences; and

WHEREAS, persons using controlled substances can become addicted to such substances resulting in negative physical and mental health consequences and damage to family and personal relationships; and

WHEREAS, the use of controlled substances without a prescription or medical supervision is more likely to result in addiction; and

WHEREAS, the use of controlled substances without a prescription is positively correlated with criminal behavior; and

WHEREAS, the City has taken steps to address these problems through teaming police officers with social workers and mental health professionals and the municipal court's Mental Health Alternatives Program; and

WHEREAS, the City Council approved Ordinance No. 3179 in response to a decision by the Washington State Supreme Court striking down the state law prohibiting possession of a controlled substance without a prescription because the lack of criminal penalties for the possession of controlled substances without a prescription would immediately result in an increase in the negative health and safety consequences associated with the use of controlled substances without a prescription, interfere with the City's initiatives to address addiction and criminal activity associated with the use of controlled substances, and have an immediate, direct, and negative impact on the health, safety, and welfare of the City's inhabitants; and

WHEREAS, the State of Washington subsequently adopted and the Governor signed ESB 5476 making changes to the Revised Code of Washington in regard to controlled substances and drug paraphernalia; and

WHEREAS, RCW 69.50.608 limits the city to enacting penalties that are the same as those set forth in chapter 69.50 RCW; and

WHEREAS, the City Council wishes to align the City's ordinances regarding possession of controlled substances with newly enacted state law; and

WHEREAS, the courts in decisions such as *City of Tacoma v. Luvene*, 118 Wn.2d 826, 827 P.2d 1374 (1992), and *State v. Fisher*, 132 Wn. App. 26, 130 P.3d 382 (2006), have recognized the concurrent jurisdiction of local governments to criminalize drug-related activity; and

WHEREAS, the use of drug paraphernalia to store and ingest controlled substances without a prescription is directly related to the negative physical and mental effects of using controlled substances and to developing addictions to controlled substances; and

WHEREAS, criminalizing the use and intended use of drug paraphernalia to store and ingest controlled substances furthers the City's goals of reducing addiction and other negative consequences of using controlled substances without a prescription; and

WHEREAS, the penalties for using or intending to use drug paraphernalia should be the same as those for possessing a controlled substance without a prescription; and

WHEREAS, adopting local ordinances for possession of a controlled substance and use or intended use of drug paraphernalia empowers the City to better combat the negative effects of those acts by directing City resources such as city police, prosecutors, mental health and substance abuse services, and the municipal court toward that goal; and

WHEREAS, this is a public emergency ordinance necessary for the protection of public health and public safety, and should be effective upon adoption.

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

SECTION 1. The Recitals set forth above are adopted as findings of fact in support of this emergency ordinance.

SECTION 2. Chapter 6.27 of the municipal code is amended as set forth in Exhibit A.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or

clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 5. Effective Date. This ordinance is necessary for the protection of public health and public safety, and is effective upon its passage by the City Council and approval by the Mayor.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2021.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

EXHIBIT A

Chapter 6.27 CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA

Sections:

- 6.27.010 Statutes incorporated by reference.**
- 6.27.020 Possession of drug paraphernalia.**
- 6.27.030 Possession of controlled substances.**

6.27.010 Statutes incorporated by reference.

The following statutes regarding controlled substances and drug paraphernalia are incorporated by reference:

RCW

- 9.47A.010 Definition.
- 9.47A.020 Unlawful inhalation – Exception.
- 9.47A.030 Possession of certain substances prohibited, when.
- 9.47A.040 Sale of certain substances prohibited, when.
- 9.47A.050 Penalty.
- 69.41.010 Definitions of legend drugs.
- 69.41.030 Possession of a legend drug unlawful.
- 69.41.060 Search and seizure.
- 69.50.101 Definitions.
- 69.50.102 Definitions.
- 69.50.201 Authority to control.
- 69.50.202 Nomenclature.
- 69.50.204 Schedule I.
- 69.50.206 Schedule II.

69.50.208 Schedule III.

69.50.210 Schedule IV.

69.50.212 Schedule V.

69.50.4011 Counterfeit substances—Penalties.

69.50.4013 Possession of a Controlled Substance

~~69.50.412 Prohibited acts and penalties regarding drug paraphernalia.~~

~~69.50.425 Minimum imprisonment.~~

69.50.445 Opening package or consuming marijuana in view of general public or public place

69.50.505 Seizure and Forfeiture of controlled substances and drug paraphernalia, and equipment and vehicles associated therewith.

6.27.020 Possession of drug paraphernalia.

(1) It is unlawful for any person to use, or possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance, as defined by Chapter 69.50 RCW, as now or hereafter amended. Any person who violates this section is guilty of a misdemeanor other than marijuana. Any person who violates this subsection is guilty of a misdemeanor.

(2) It is unlawful for any person to deliver, possess with intent to deliver, or manufacture with intent to deliver drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance other than marijuana. Any person who violates this subsection is guilty of a misdemeanor.

(3) Any person eighteen years of age or over who violates subsection (2) of this section by delivering drug paraphernalia to a person under eighteen years of age who is at least three years his or her junior is guilty of a gross misdemeanor.

(4) It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication any advertisement, knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia. Any person who violates this subsection is guilty of a misdemeanor.

(5) It is lawful for any person over the age of eighteen to possess sterile hypodermic syringes and needles for the purpose of reducing blood-borne diseases.

6.27.021 Possession of forty grams or less of marijuana— Penalty.

Except as provided in RCW 69.50.401(3) or as otherwise authorized by chapter 69.50 RCW, any person knowingly possessing forty grams or less of marijuana is guilty of a misdemeanor.

6.27.025 Offer of Referral

When a police officer has probable cause that a person has committed a misdemeanor crime as set forth in this chapter, the officer will offer a referral in the manner provided by section 13 and section 6 of ESB 5476 as passed by the Washington State Legislature.

6.27.030 Possession of controlled substances.

~~(1) It is unlawful for any person to knowingly possess a controlled substance or to possess a controlled substance with intent to use it, unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or except as otherwise authorized by Chapter 69.50 RCW.~~

~~(2) Any person who violates this section is guilty of a gross misdemeanor punishable by up to 364 days in jail and a \$5,000 fine.~~

~~(3)(a) The possession, by a person 21 years of age or older, of usable marijuana, marijuana concentrates, or marijuana-infused products in amounts that do not exceed those set forth in RCW 69.50.360(3) is not a violation of this section or this chapter.~~

~~(b) The possession of marijuana, usable marijuana, marijuana concentrates, and marijuana-infused products being physically transported or delivered within the state, in amounts not exceeding those that may be established under RCW 69.50.385(3), by a licensed employee of a common carrier when performing the duties authorized in accordance with RCW 69.50.382 and 69.50.385, is not a violation of this section or this chapter.~~

~~(c) The possession by a qualifying patient or designated provider of marijuana concentrates, usable marijuana, marijuana-infused products, or plants in accordance with Chapter 69.51A RCW is not a violation of this section or this chapter.~~

~~(d) It is unlawful for a person under 21 years of age to knowingly possess or possess with intent to use marijuana, marijuana-infused products, or marijuana concentrates, regardless of THC concentration. This does not include qualifying patients with a valid authorization. Violation of this subsection is a misdemeanor punishable by up to 90 days in jail and a \$1,000 fine.~~