



**Marysville City Council Work Session****December 6, 2021****7:00 p.m.****City Hall****Review Bids****Public Hearings****New Business**

5. Consider the Contract Extension with Rae Boyd APRN, BC, PLLC for Custody Medical Services

6. Consider the Grant Agreement with Washington State Department of Ecology for Phase II Improvements for the Downtown Stormwater Treatment Project in the Amount of \$2,637,395

7. Consider the Community Development Block Grant Program Years 2022 and 2023 Funding Allocations in the Amount of \$365,000

8. Consider the CARES Funding from the Administrative Office of the Courts in the Amount of \$16,723.00

9. Consider the Enterprise Fleet Management Vehicle Lease Associated Agreements

10. Consider the R&D Masonry (PA21-033) Easement Modifications

11. Consider the Therapeutic Court Grant from Administrative Office of the Courts in the Amount of \$307,817.00

12. Consider a **Resolution** of the City of Marysville Establishing the Policy for the Expense and Reimbursement of Travel, Meals, and Light Refreshments

**Legal****Mayor's Business**

13. Consider the 2022 Legislative Priorities (No Action Requested Until December 13<sup>th</sup> Council Meeting)

**Staff Business****Call on Councilmembers and Committee Reports****Adjournment/Recess****Executive Session**

A. Litigation

*Work Sessions are for City Council study and orientation – Public Input will be received at the  
**December 13, 2021** City Council meeting.*

**December 6, 2021**                      **Marysville City Council Work Session**                      **City Hall**  
**7:00 p.m.**

- B. Personnel
- C. Real Estate

**Reconvene**

**Adjournment**

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

A



# I-5/4<sup>th</sup> and I-5/88<sup>th</sup> Interchange Project Update

December 6, 2021

Jeff Laycock, PE  
Director of Engineering and Transportation Services





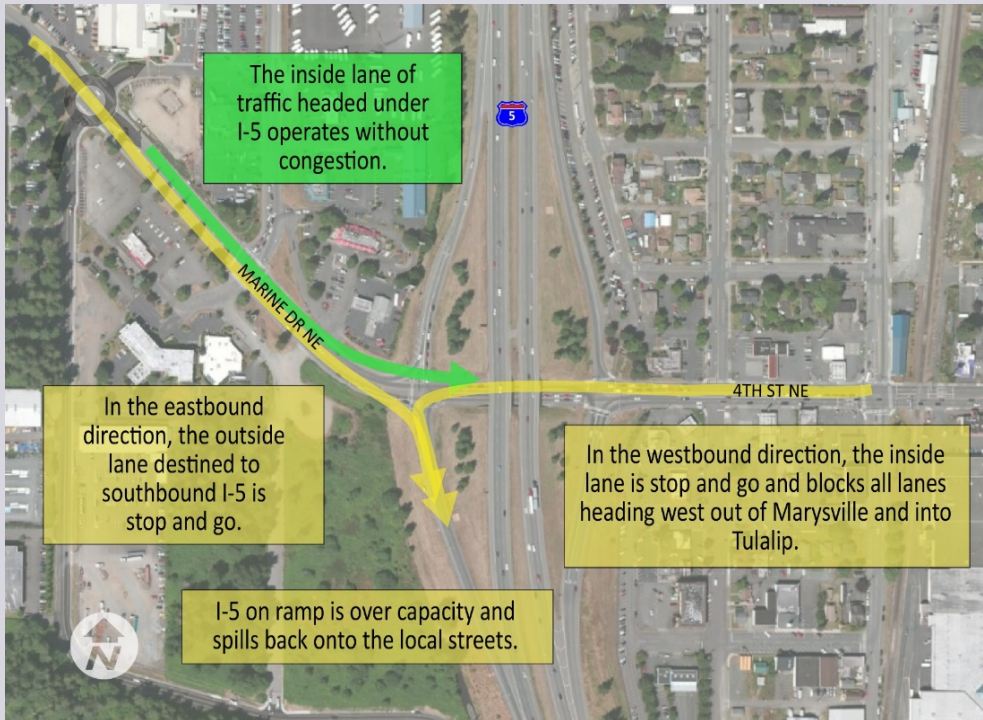
# General Information

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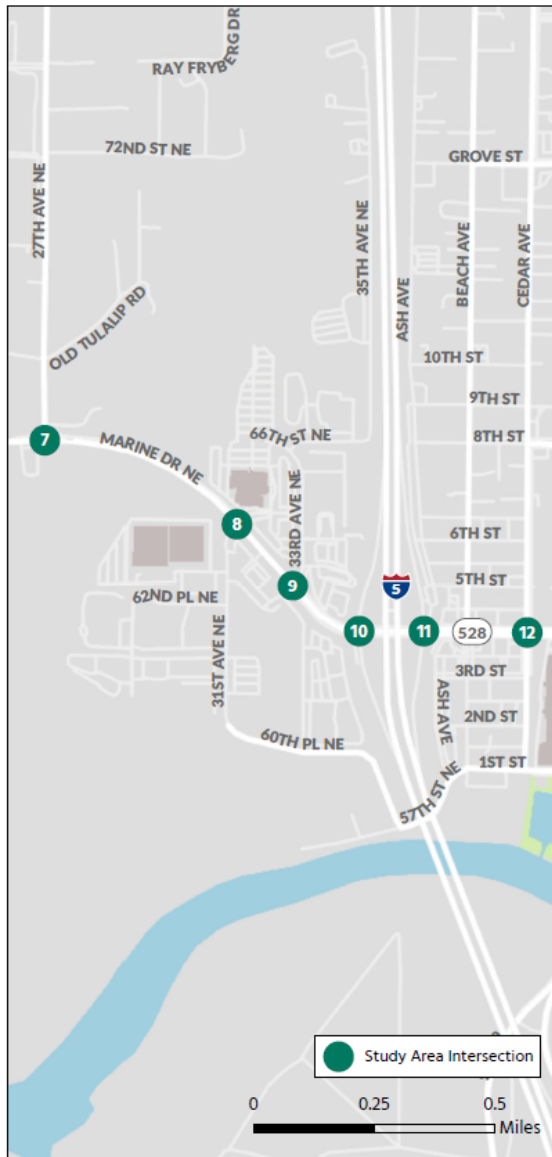
- Improvements to the interchanges at I-5 and 4<sup>th</sup> Street and I-5 and 88<sup>th</sup> Street NE
- Connecting WA Funding - \$50M
  - \$15M to complete the 116<sup>th</sup> St NE Interchange
  - \$17M – 4<sup>th</sup> Street Interchange
  - \$18M – 88<sup>th</sup> Street NE Interchange
- Tulalip Tribe sponsored and administered project
- Study Support Team (early 2020)
  - WSDOT, FHWA, County, Community Transit, Tulalip Tribes, Marysville
  - Establish project framework, perform traffic analysis, develop alternatives and screening, preferred alternative
- Purpose and Need
  - Support economic vitality and livability for the Tulalip Tribes
  - Indirectly support the neighboring jurisdictions of the City of Marysville and Snohomish County
  - Reduce congestion and improve mobility to, from and across I-5 at the interchange areas



# 4<sup>th</sup> Street Interchange







Alternative 3A



Alternative 4A



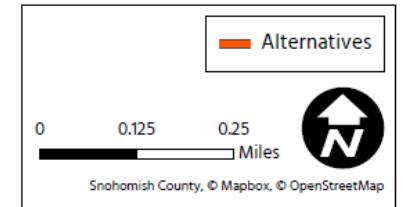
Alternative 4B



Alternative 4C

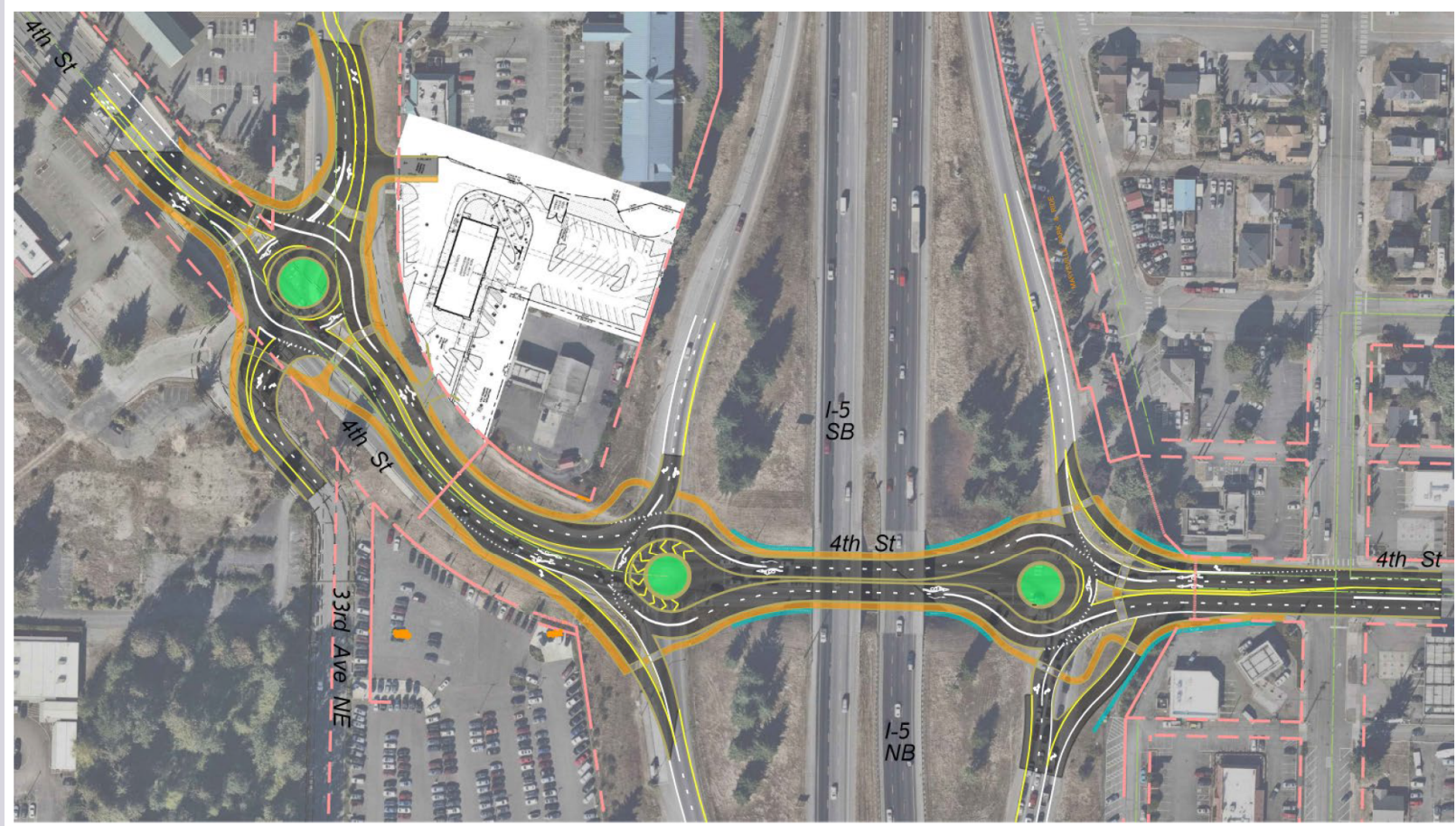


Alternative 5A



**4th Street Interchange Area**  
 4th Street and 88th Street NE Corridor  
 Tulalip Tribes

# 4<sup>th</sup> Street Preferred Alternative





# 88<sup>th</sup> Street NE Interchange

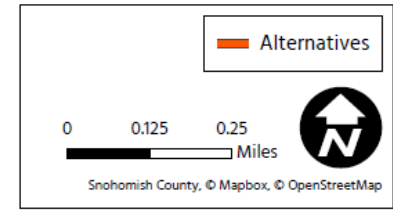
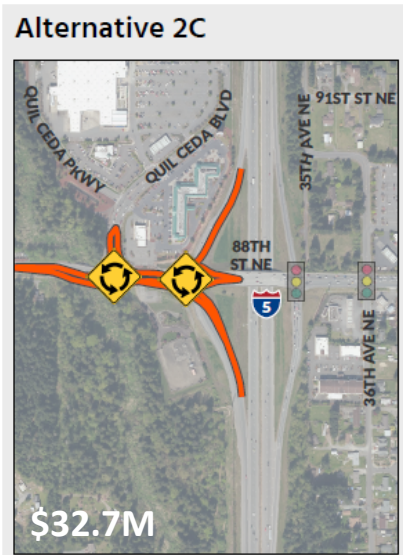
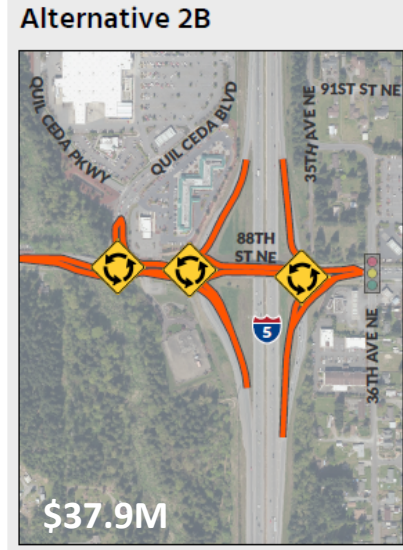
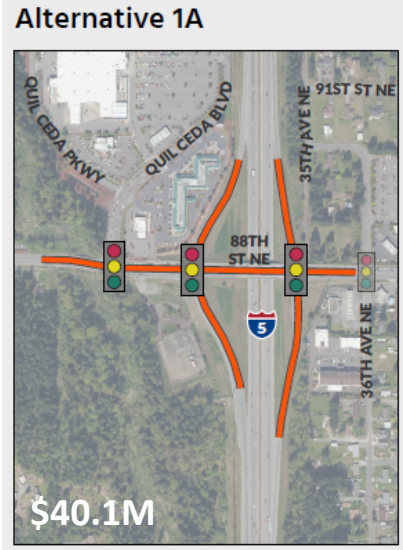


Congestion at State Street and due to train crossing

Quil Ceda Boulevard exiting the village needs 80% of the signal green time

But eastbound traffic only gets 40% of the green time at the southbound ramps intersection

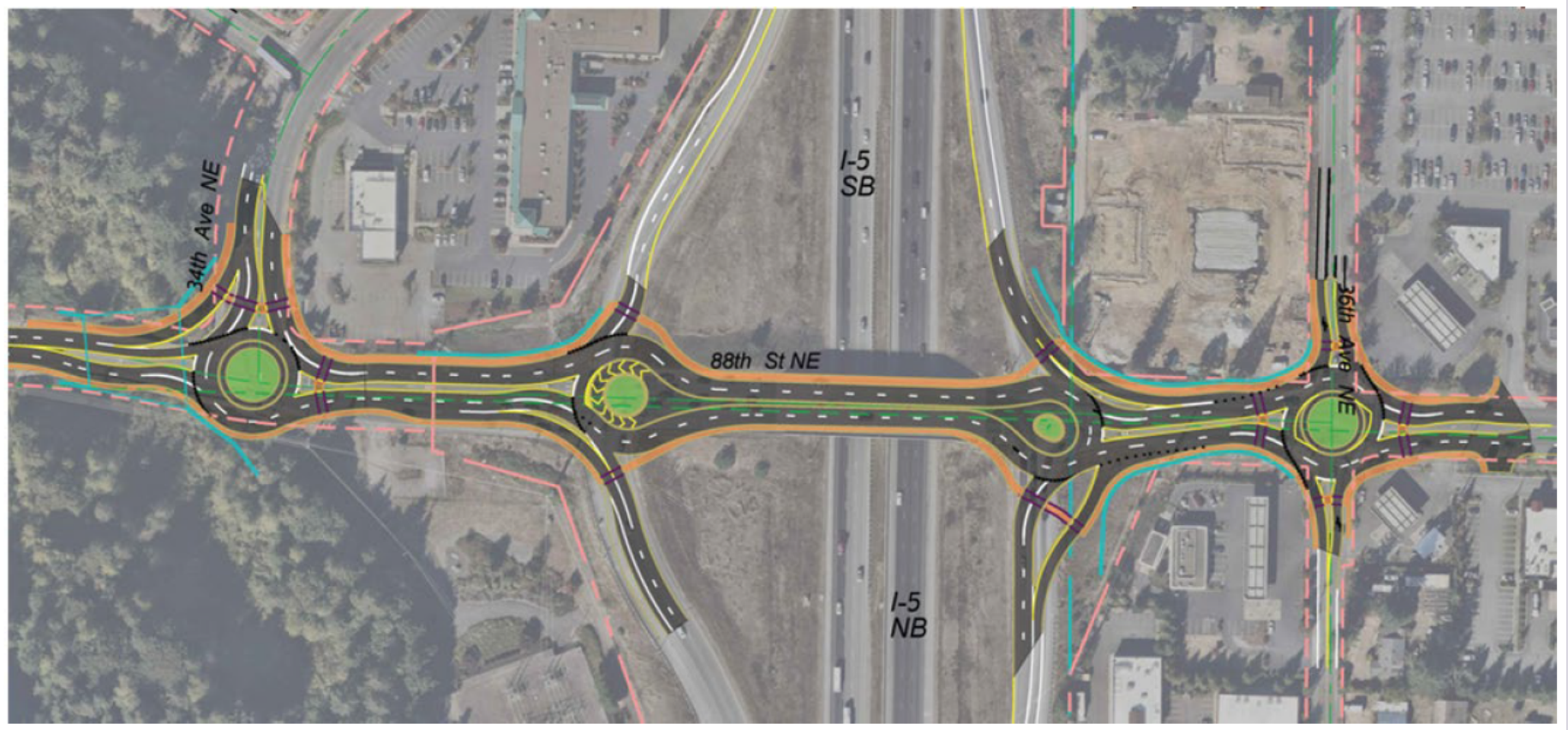
450 feet



**88th Street NE Interchange Area**  
4th Street and 88th Street NE Corridor  
Tulalip Tribes



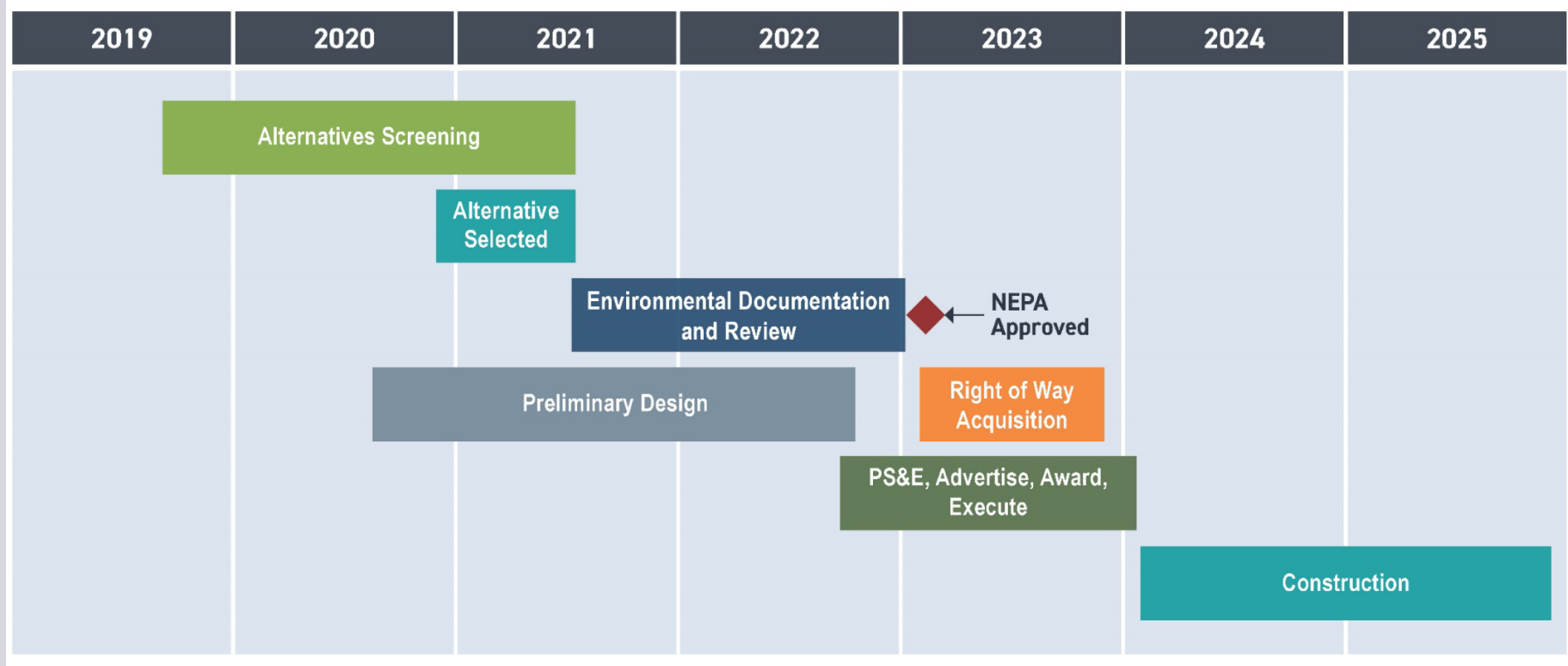
# 88<sup>th</sup> Street NE Preferred Alternative







# Schedule



Public Outreach – Online Open House (January 2022 est)



## More Information

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Tulalip Tribe Project Webpage

<https://projects.tulaliptribes-nsn.gov/corridor>

WSDOT Project Webpage

<https://wsdot.wa.gov/projects/i5/sr-528-interchanges/home>

# Questions

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# *Index #1*

**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Regular Meeting  
November 8, 2021**

**Call to Order**

Council President Norton called the meeting to order and led the Pledge of Allegiance.

**Roll Call**

**Present:**

**Council:** Council President Norton, Councilmember Vaughan, Councilmember King, Councilmember James, Councilmember Richards, Councilmember Stevens, Councilmember Muller

**Staff:** Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Community Development Director Haylie Miller, Information Services Director Worth Norton, City Attorney Jon Walker, Public Works Director of Services and Utilities Karen Latimer, Public Works Director of Engineering and Transportation Services Jeff Laycock, Parks & Recreation Director Tara Mizell, Police Chief Erik Scairpon, Fire Chief Martin McFalls, Community Information Officer (CIO) Connie Mennie, Systems Analyst Mike Davis, Assistant Police Chief James Lawless

**Absent:** Mayor Nehring

**Approval of the Agenda**

Council President Norton recommended adding Public Comments to the agenda.

**Motion** to approve the agenda with the addition of Public Comments moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

**Presentations**

- A. Proclamation: Declaring November 2021 as Military Family Appreciation Month in Marysville

Council President Norton read the proclamation declaring November 2021 as Military Family Appreciation Month in Marysville and encouraging Marysville residents to extend friendship and gratitude to military families.

B. Proclamation: Declaring November 2021 as Native American Heritage Month in Marysville

Council President Norton read the proclamation declaring November 2021 as Native American Heritage Month in Marysville and extending a message of gratitude and brotherhood to our Tulalip friends and neighbors.

### Public Comment

Council President Norton solicited public comments. There were none. Council President Norton noted that Council had received a written comment from a resident with concerns about some cottonwood trees. She asked if staff had any comments on that. Chief Scairpon replied that Code Enforcement met with the reporting party today and will be looking into the issue.

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

1. Approval of the October 11, 2021 City Council Meeting Minutes

**Motion** to approve the October 11, 2021 City Council Meeting Minutes moved by Councilmember Richards seconded by Councilmember James.

**AYES: ALL**

### Consent

2. Consider Approving the Vehicle Lease Agreement with Enterprise Fleet Management
3. Consider Approving the Agreement with MacLeod Reckord for Preliminary Design of the Marysville to Lake Stevens Connector Trail in the Amount of \$495,460.19
4. Consider Approving the Grant Agreement with Washington State Department of Commerce for Funding of the Preliminary Design of the Marysville to Lake Stevens Connector Trail in the Amount of \$504,700
5. Consider Approving the Access Agreement with Keystone Land, LLC for Property Located on 71st Ave NE
6. Consider Approving the Agreement with PH Consulting, LLC for Engineering Design Services Associated with the Quiet Zone Project at Railroad Crossings within the City in the Amount of \$235,501.35

7. Consider Approving the Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services
8. Consider Approving the Maintenance Agreement between the City of Marysville and WSDOT for the Roundabout East of the I-5/SR 529 Interchange
10. Consider Approving the Intergovernmental Agreement with Snohomish County Diversion Center
11. Consider Approving the Interlocal Agreement Contract Extension for SCORE Jail Services
12. Consider Approving the Interlocal Agreement Contract Extension for Jail Services Lake Stevens Police Department

**Motion** to approve Consent Agenda items 2-8 and 10-1 moved by Councilmember King seconded by Councilmember Muller.

**AYES: ALL**

### **Review Bids**

### **Public Hearings**

### **New Business**

13. Consider Approving the Contract for Services and Purchasing Agreement with AXON in the Amount of \$1,322,633.24

Asst. Chief Lawless reviewed the features and benefits of this Contract for Services and Purchasing Agreement with AXON related to body worn cam, upgraded Tasers, and integration with services by evidence.com.

Councilmember Richards noted this is a 5-year contract. He asked what would happen after that. Asst. Chief Lawless explained they will be leasing the equipment. After five years they would begin negotiations for another 5-year contract. Councilmember Richards asked if this is in the budget. Finance Director Langdon explained that funding is available, and they would put it into a budget amendment. Asst. Chief Lawless added that year one of the agreement would be cost neutral, or possibly even a savings, because of grant funding.

Councilmember King asked about the battery life on the cameras. Asst. Chief Lawless explained it depends on the use, but they should last the entire shift.

Council President Norton asked about the timing of this. Asst. Chief Lawless replied that they are at the top of the list. If they get this approved and signed by the end of the year, they should be up and running fully by January or February.

**Motion** to authorize the Mayor to sign and execute the Contract for Services and Purchasing Agreement with AXON in the Amount of \$1,322,633.24 moved by Councilmember Stevens seconded by Councilmember Vaughan.

**AYES: ALL**

14. Consider Approving an Ordinance of the City Council of the City of Marysville, Washington, Amending Chapter 7.08 of the Municipal Code by Amending Sections 7.08.110 and 7.08.113 to Identify Recycling Rate and Multi-Family Recyclable Customer Rate

Finance Director Langdon explained this would separate the recycling and garbage rates for transparency and ease of processing tax returns.

**Motion** to approve Ordinance No. 3200 of the City Council of the City of Marysville, Washington, Amending Chapter 7.08 of the Municipal Code by Amending Sections 7.08.110 and 7.08.113 to Identify Recycling Rate and Multi-Family Recyclable Customer Rate moved by Councilmember King seconded by Councilmember Stevens.

**AYES: ALL**

## Legal

### Mayor's Business

### Staff Business

Director Laycock:

- There will be a Public Works Committee meeting on Monday from 12:30-2 via Zoom.
- He gave an update on construction activity at 67th Avenue and State Route 528 where they will be installing the new signal heads for the flashing yellow arrows.

Director Miller commented that the Mayor has asked the Community Development Department to look into the noise regulations, specifically associated with construction. She reviewed the current regulations. They are looking at potentially reducing the construction hours from 7 am to 9 p.m. which would be ending an hour earlier in the evening. Staff will be bringing proposed code changes forward potentially in December. Councilmember James asked why they are shortening it. Director Miller explained they receive several complaints a year, and this may address those concerns. There would still be an option for a variance the City could issue if needed.

Director Langdon announced that the shut-off moratorium ended on September 30. The City has had many conversations with other cities, attorneys and organizations. Staff has put together a plan which included notifying customers in arrears about the option to do a payment plan as well as a list of assistance which is available to customers. In order for the City to take advantage of the new legislation that extends the lien ability they need to have either payment or payment plan in place before the end of the year.



- Chief Scairpon:  
He gave an update on community outreach events. Police were out this past weekend at Kohl's and collected 106 coats, 115 beanie sets, 3 beanies, 18 pairs of gloves and \$356. This was a great start to the coat drive. Police will be out next weekend at the Walmart on 64th. All the coats will go to benefit the Marysville Food Bank.
- He also announced that a new police officer started today.
- He thanked the Council for the action taken on the AXON package tonight. This is great for community transparency and fostering trust.

### **Call on Councilmembers and Committee Reports**

Councilmember James reported on the Finance Committee meeting's budget numbers. He also reported there are about 900 customers on the utility shut-off list who will be receiving those notifications referred to by Director Langdon.

Councilmember Stevens had no comments.

Councilmember King:

- He thanked Director Latimer who gave an update and report on the water tower to the Historical Society today.
- He has noticed holiday lights going up around town.
- He thanked the Police Department for their coat drive efforts.
- He asked if the City will be eligible for any funds from the recent federal infrastructure bill. Director Laycock thought they would be. He indicated they will be evaluating what they are eligible for once it gets rolled out.

Councilmember Muller:

- He was pleased to hear about the positive revenue numbers.
- He announced that Canada opened today so that should help with the holiday revenue as well.
- He commended the Police Department for their upgrades with the body cams and other technology.

Councilmember Richards:

- He commended police for a recent interaction he had. He also thanked them for enforcement done at the Smokey Pt. Park and Ride.
- He also thanked the fire department for coming out to check on a faulty CO2 detector at his home.
- He asked Director Laycock for an update on the bridge work at 100th. Director Laycock explained they are making good progress forming the walls on either side of the bridge. He expects the bridge portion of the project will be complete in the early part of next year. Staff is also working hard on the right-of-way acquisition.
- He congratulated everyone who succeeded in the elections last week.

Councilmember Vaughan:

He thanked Councilmember James for covering for him at the Finance Committee meeting.

He asked if there is a brand standard guide for the city logo. CIO Mennie replied that there are some brand standards and technical use guidelines she can share with the Council. Councilmember Vaughan expressed an interest in finding out more details about the circumstances where the logo might be used. Director Hirashima replied that staff is in the process of working with the civic center consultant to put out a package for gateway and wayfinding signs right now for the civic center. Councilmember Vaughan commented that in other cities gateway signs may or may not use the logos. He noted that the city's logo has changed three times since he has been on Council, and there are significant costs associated with changing out logos on signage and other places. He commented on the difference in the messaging between using the logo and just using the city name on signage. He thinks this is a topic that should be discussed more.

Council President Norton reminded everyone that January will be time to review committee assignments. She requested that councilmembers consider their preferences. She also reminded them that it will be time to elect a new Council president in January.

### **Adjournment**

**Motion** to adjourn moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

The meeting was adjourned at 7:57 p.m.

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

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Mayor  
Jon Nehring

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: DECEMBER 13, 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 November 17, 2021 claims in the amount of \$5,876,005.94 paid by EFT transactions and Check No.'s 151629 through 151770.**

**COUNCIL ACTION:**

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

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$5,876,005.94 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 151629 THROUGH 151770**, 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 **13TH DAY OF DECEMBER 2021.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/17/2021 TO 11/17/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151629	PREMERA BLUE CROSS	CLAIMS PAID 11/1 TO 11/6/21	MEDICAL CLAIMS	197,600.79
151630	LYDIG CONSTRUCTION	CIVIC CENTER TI PAYMENT #1	CAPITAL EXPENDITURES	506,714.80
	LYDIG CONSTRUCTION	CIVIC CENTER APPLICATION #22	CAPITAL EXPENDITURES	1,639,412.60
151631	FIRST AMERICAN TITLE	ROW ACQUISITION FILE 4221-3837937	GMA - STREET	36,300.00
151632	PREMERA BLUE CROSS	CLAIMS PAID 11/7 TP 11/13/21	MEDICAL CLAIMS	99,244.99
151633	*AL'S TRUCK*	BOLTS	WATER DIST MAINS	112.00
151634	911 SUPPLY INC.	UNIFORM - STEWART	POLICE PATROL	468.84
151635	ACLARA TECHNOLOGIES	MTU'S SINGLE PORT EXTENDED RANGE	WATER SERVICES	39,295.53
	ACLARA TECHNOLOGIES		WATER SERVICE INSTALL	39,295.54
151636	ALL BATTERY SALES &	WASHER FLUID	ER&R	118.04
151637	AMAZON CAPITAL	OFFICE SUPPLIES	FINANCE-GENL	28.48
	AMAZON CAPITAL		CITY CLERK	43.56
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	52.36
	AMAZON CAPITAL	TRIPOD	EXECUTIVE ADMIN	64.48
	AMAZON CAPITAL	CABLE ADAPTER	MUNICIPAL COURTS	64.87
	AMAZON CAPITAL	PROJECTOR BULBS	IS REPLACEMENT ACCOUNTS	132.24
	AMAZON CAPITAL	VERSA DESK	EXECUTIVE ADMIN	381.46
151638	APS, INC.	POSTAGE MACHINE RENTAL	CITY CLERK	23.68
	APS, INC.		EXECUTIVE ADMIN	23.68
	APS, INC.		FINANCE-GENL	23.68
	APS, INC.		PERSONNEL ADMINISTRATION	23.68
	APS, INC.		UTILITY BILLING	23.68
	APS, INC.		LEGAL - PROSECUTION	23.68
	APS, INC.		POLICE ADMINISTRATION	39.07
	APS, INC.		POLICE INVESTIGATION	39.08
	APS, INC.		POLICE PATROL	39.08
	APS, INC.		OFFICE OPERATIONS	39.08
	APS, INC.		DETENTION & CORRECTION	39.08
	APS, INC.		COMMUNITY	48.18
	APS, INC.		ENGR-GENL	48.18
	APS, INC.		UTIL ADMIN	48.18
151639	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	126.51
	ARAMARK UNIFORM		OPERA HOUSE	230.23
151640	BABICH, BABETTE	REFUND CLASS REGISTRATION	PARKS-RECREATION	20.00
151641	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	82.71
151642	BANK OF AMERICA	FAA USA TEST	POLICE PATROL	173.00
151643	BANK OF AMERICA	TRAINING	PERSONNEL ADMINISTRATION	125.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	350.00
151644	BANK OF AMERICA	TRAVEL	FINANCE-GENL	52.11
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	52.11
	BANK OF AMERICA		POLICE ADMINISTRATION	52.11
	BANK OF AMERICA		UTIL ADMIN	52.11
	BANK OF AMERICA		ENGR-GENL	52.11
	BANK OF AMERICA		COMMUNITY	52.11
	BANK OF AMERICA		MUNICIPAL COURTS	52.11
	BANK OF AMERICA		LEGAL-GENL	52.11
	BANK OF AMERICA		COMPUTER SERVICES	52.11
	BANK OF AMERICA		RECREATION SERVICES	52.11
	BANK OF AMERICA		EXECUTIVE ADMIN	156.36
151645	BANK OF AMERICA		POLICE ADMINISTRATION	766.27
151646	BANK OF AMERICA	INVESTIGATIVE TOOL	POLICE INVESTIGATION	770.57
151647	BANK OF AMERICA	TRAINING	TRAINING	450.00
	BANK OF AMERICA		UTIL ADMIN	450.00
151648	BANK OF AMERICA	ADVERTISING/SUPPLIES	POLICE ADMINISTRATION	110.90
	BANK OF AMERICA		POLICE ADMINISTRATION	208.61
	BANK OF AMERICA		POLICE ADMINISTRATION	1,020.20
151649	BANK OF AMERICA	TRAVEL/UNIFORMS	GENERAL FUND	-90.95
	BANK OF AMERICA		POLICE ADMINISTRATION	43.59

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/17/2021 TO 11/17/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151649	BANK OF AMERICA	TRAVEL/UNIFORMS	POLICE PATROL	1,495.22
151650	BANK OF AMERICA	TRAINING/PADLOCK	POLICE PATROL	10.33
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,874.00
151651	BILLING DOCUMENT SPE	TRANSACTION FEES - OCTOBER	UTILITY BILLING	2,208.04
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 10/18-10/29/21	UTILITY BILLING	5,156.06
151652	BONNEVILLE	ADVERTISING	POLICE ADMINISTRATION	2,500.00
151653	BROOKS, DIANE E	INSTRUCTOR SERVICE	RECREATION SERVICES	126.00
	BROOKS, DIANE E		RECREATION SERVICES	186.00
151654	CADMAN MATERIALS INC	PAY ESTIMATE #2	GMA-STREET	-24,053.29
	CADMAN MATERIALS INC		GENL GVRNMNT SERVICES	481,065.81
151655	CASCADE COLUMBIA	PAX XL8	WASTE WATER TREATMENT	14,684.02
	CASCADE COLUMBIA	PAX XL8GAL	WASTE WATER TREATMENT	15,482.79
151656	CHIDESTER, JASON	UB REFUND	WATER/SEWER OPERATION	51.71
151657	CLOWNEY, WILLIAM		WATER/SEWER OPERATION	15.38
151658	COATES, ANGELA	REFUND YOGA YIN CLASS	PARKS-RECREATION	60.00
151659	COMPASS HEALTH	MENTAL HEALTH PROFESSIONAL	EMBEDDED SOCIAL WORKER	7,291.66
151660	COOP SUPPLY	BUCKETS, SHOE LACES	WASTE WATER TREATMENT	36.00
151661	COPIERS NORTHWEST	HD REMOVAL - GX179	COMPUTER SERVICES	437.20
	COPIERS NORTHWEST	HD REMOVAL - GX217	COMPUTER SERVICES	437.20
	COPIERS NORTHWEST	HD REMOVAL - HB822	COMPUTER SERVICES	437.20
151662	CRIMINAL JUSTICE	TRAINING - STEWART, A	POLICE TRAINING-FIREARMS	300.00
151663	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	50.00
151664	DICKS TOWING	TOWING 21-51460	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-52803	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-52973	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-53002	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-54411	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-54853	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-54935	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-54954	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-55068	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-55293	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-55518	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-55068	POLICE PATROL	103.29
	DICKS TOWING	TOWING 21-54661	POLICE PATROL	154.94
151665	DK SYSTEMS, INC.	QUARTERLY HVAC MAINTENANCE Q4	SOURCE OF SUPPLY	109.85
	DK SYSTEMS, INC.		SUNNYSIDE FILTRATION	261.23
	DK SYSTEMS, INC.		OPERA HOUSE	288.00
	DK SYSTEMS, INC.		WATER FILTRATION PLANT	625.20
	DK SYSTEMS, INC.		MAINT OF GENL PLANT	668.92
	DK SYSTEMS, INC.		COURT FACILITIES	807.17
	DK SYSTEMS, INC.		CITY HALL	998.46
	DK SYSTEMS, INC.		PARK & RECREATION FAC	1,025.24
	DK SYSTEMS, INC.		UTIL ADMIN	1,152.02
	DK SYSTEMS, INC.		WASTE WATER TREATMENT	1,365.15
	DK SYSTEMS, INC.		PUBLIC SAFETY BLDG	1,505.61
151666	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING - OCTOBER	UTILITY BILLING	622.30
151667	E&E LUMBER	ALDER WOOD	MAINT OF GENL PLANT	18.80
	E&E LUMBER	SUPPLIES FOR WASTE WATER LAB	WASTE WATER TREATMENT	35.35
151668	ECKSTROM INDUSTRIES	SHOP FABRICATION SERVICES	WASTE WATER TREATMENT	2,009.34
151669	ELIASON, STACEY LYNN	ENTERTAINMENT AT OPERA HOUSE	OPERA HOUSE	150.00
151670	ELTON, JONATHAN	HOSTAGE NEGOTIATION PHASE III	POLICE PATROL	379.50
151671	ENVIRONMENTAL RES	PT STUDY WP-321 LAB	WASTE WATER TREATMENT	145.55
151672	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	1,186.20
151673	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	52,000.00
151674	GALLS, LLC	UNIFORM - MYKLEBY	DETENTION & CORRECTION	229.15
151675	GEOTEST SERVICES INC	PAYMENT APPLICATION #19	CAPITAL EXPENDITURES	12,198.80
151676	GRAINGER	HEAT TAPE	SEWER LIFT STATION	131.16

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/17/2021 TO 11/17/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151677	GREEN AND GOLD BOOST	2020 HOTEL/MOTEL GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	10,000.00
151678	GUARDIAN RFID	WALL SPACER HARD TAG	GENERAL FUND	-48.48
	GUARDIAN RFID		DETENTION & CORRECTION	569.73
151679	HALL, RAE ANN	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
151680	HASKINS, FREDERICK &	UB REFUND	WATER/SEWER OPERATION	86.86
151681	HAUBRICH, EUGENE		WATER/SEWER OPERATION	46.04
151682	HD FOWLER COMPANY	CREDIT FOR WRONG ITEM RECEIVED	WATER DIST MAINS	-14,079.35
	HD FOWLER COMPANY	GASKETS, BOLT KITS	WATER DIST MAINS	62.22
	HD FOWLER COMPANY	DI PIPE	WATER DIST MAINS	13,977.05
	HD FOWLER COMPANY		WATER DIST MAINS	14,079.35
151683	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	887.44
	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	45,434.40
151684	HOME DEPOT USA	JUMBO TOILET PAPER ROLLS	CUSTODIAL SERVICES	188.61
151685	HUMAN SERVICES	LIQUOR BOARD PROFITS 3RD QTR 2021	NON-DEPARTMENTAL	2,655.59
	HUMAN SERVICES		NON-DEPARTMENTAL	2,732.57
	HUMAN SERVICES	EMBEDDED Q3-2021	EMBEDDED SOCIAL WORKER	41,795.52
151686	IRVING, NANCY	UB REFUND	WATER/SEWER OPERATION	819.14
151687	J.A. BRENNAN ASSOC	COMEFORD PARK AND DELTA PLAZA	GMA-PARKS	16,457.74
151688	J2 CLOUD SERVICES	E-FAX MONTHLY BILL	COMPUTER SERVICES	725.00
151689	JEAN, ERNEST	UB REFUND	GARBAGE	206.96
151690	JOHNSON, AARON	INSTRUCTOR SERVICE	RECREATION SERVICES	396.00
151691	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	31.81
151692	KAISER PERMANENTE	EXAM/SCREENING	GENERAL	125.00
	KAISER PERMANENTE		PERSONNEL ADMINISTRATION	153.00
	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,364.00
151693	KIM, JAMIE S.	PROFESSIONAL SERVICES	PUBLIC DEFENSE	108.00
	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00
151694	KINDERMUSIK	INSTRUCTOR 1ST PAYMENT	RECREATION SERVICES	857.18
	KINDERMUSIK	INSTRUCTOR 2ND PAYMENT	RECREATION SERVICES	857.18
	KINDERMUSIK	INSTRUCTOR 3RD PAYMENT	RECREATION SERVICES	857.18
151695	KINGSFORD, ANDREA	EVENT SUPPLIES	RECREATION SERVICES	452.99
151696	KKXA 1520	ADVERTISING FOR OPERA HOUSE	OPERA HOUSE	600.00
151697	KUNZ, BRITTANY	REFUND WEDDING DEPOSIT	GENERAL FUND	250.00
151698	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	102,986.00
151699	LAKEWOOD SCHOOL DIST		SCHOOL MITIGATION FEES	123,378.00
151700	LASTING IMPRESSIONS	UNIFORM - MANER	DETENTION & CORRECTION	17.71
	LASTING IMPRESSIONS	LOGO/COLOR CLOTHING	ER&R	138.16
	LASTING IMPRESSIONS	SHIRTS WITH LOGO	ER&R	1,546.70
	LASTING IMPRESSIONS	VOLUNTEER'S UNIFORMS	POLICE PATROL	2,934.52
151701	LES SCHWAB TIRE CTR	TREAD STAR TRAILER	SMALL ENGINE SHOP	408.99
	LES SCHWAB TIRE CTR	TRACTION CAP DRIVE AXLE TIRES	ER&R	767.25
151702	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		GOLF ADMINISTRATION	176.69
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
151703	LYON, JOSEPH T & MAL	UB REFUND	GARBAGE	277.07
151704	MANTOW, JOHN	REFUND CLASS REGISTRATION	PARKS-RECREATION	80.00
151705	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	1,849,393.00
151706	MARYSVILLE PRINTING	PRINTING SERVICES	POLICE PATROL	950.91
151707	MARYSVILLE, CITY OF	UTILITY SERVICE	MAINT OF GENL PLANT	42.35
	MARYSVILLE, CITY OF		CITY HALL	77.87
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	79.16
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	115.98
	MARYSVILLE, CITY OF		OPERA HOUSE	117.30
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	117.30
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	128.07



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/17/2021 TO 11/17/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151707	MARYSVILLE, CITY OF	UTILITY SERVICE	CITY HALL	156.98
	MARYSVILLE, CITY OF		WATER SERVICES	164.45
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	198.12
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	215.43
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	220.71
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF		GOLF ADMINISTRATION	281.43
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	292.28
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	382.10
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF		OPERA HOUSE	697.31
	MARYSVILLE, CITY OF		CITY HALL	778.27
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF		COURT FACILITIES	1,615.42
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,983.66
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	2,498.74
	MARYSVILLE, CITY OF		GMA - STREET	2,682.86
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,885.98
151708	MARYSVILLE, CITY OF		PARK & RECREATION FAC	24.53
151709	MCNALL, JENNIFER	REFUND CLASS REGISTRATION	PARKS-RECREATION	10.00
151710	MCPHERSON, JENNIFER	UB REFUND	WATER/SEWER OPERATION	165.84
151711	MENDOZA, TERESA TINA	INSTRUCTOR SERVICES	RECREATION SERVICES	56.00
151712	MITEL BUSINESS SYSTE	PHONE SYSTEM UPGRADE	COMPUTER SERVICES	31,879.09
151713	MIZELL, TARA	SPECIAL EVENT SUPPLIES	COMMUNITY EVENTS	69.10
	MIZELL, TARA		RECREATION SERVICES	127.68
151714	MORADO, KATHRYN	REFUND CLASS REGISTRATION	PARKS-RECREATION	10.00
151715	MOTOR TRUCKS	REPAIRS TO #J065	EQUIPMENT RENTAL	301.05
151716	NAPA AUTO PARTS	WIPER BLADES #V036	EQUIPMENT RENTAL	19.34
	NAPA AUTO PARTS	SERPENTINE BELT #P147	EQUIPMENT RENTAL	35.57
151717	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,433.02
151718	O'BRIEN, KEVIN	UB REFUND	WATER/SEWER OPERATION	28.92
151719	OFFICE DEPOT	SUPPLIES	POLICE PATROL	15.51
	OFFICE DEPOT		POLICE INVESTIGATION	21.08
	OFFICE DEPOT		POLICE PATROL	50.17
	OFFICE DEPOT		POLICE ADMINISTRATION	68.91
	OFFICE DEPOT		POLICE ADMINISTRATION	69.84
	OFFICE DEPOT		OFFICE OPERATIONS	71.26
	OFFICE DEPOT		CRIME PREVENTION	102.19
	OFFICE DEPOT	PAPER	CITY CLERK	135.03
	OFFICE DEPOT	TONER	POLICE ADMINISTRATION	175.07
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	224.70
	OFFICE DEPOT		POLICE PATROL	273.65
	OFFICE DEPOT		POLICE PATROL	280.49
151720	OVERTON SAFETY TRAIN	TRAINING	UTIL ADMIN	648.43
	OVERTON SAFETY TRAIN		UTIL ADMIN	685.71
	OVERTON SAFETY TRAIN		UTIL ADMIN	1,750.00
	OVERTON SAFETY TRAIN		UTIL ADMIN	2,407.93
	OVERTON SAFETY TRAIN		UTIL ADMIN	2,657.93
151721	PALMER, ROSS	UB REFUND	WATER/SEWER OPERATION	611.14
151722	PAXXO (USA) INC.	MAXI CASSETTES	WATER/SEWER OPERATION	-201.30
	PAXXO (USA) INC.		WASTE WATER TREATMENT	2,365.80
151723	PEACE, JAMES & JADE	UB REFUND	WATER/SEWER OPERATION	75.41
151724	PESEAU 2 LLC^	UB REFUND 7118 51ST AVE NE #IRR	WATER/SEWER OPERATION	202.87
151725	PGC INTERBAY LLC		MAINTENANCE	27.31
	PGC INTERBAY LLC		MAINTENANCE	49.50
	PGC INTERBAY LLC		PRO-SHOP	144.81
	PGC INTERBAY LLC		PRO-SHOP	188.00
	PGC INTERBAY LLC		PRO-SHOP	350.50

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/17/2021 TO 11/17/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151725	PGC INTERBAY LLC		PRO-SHOP	434.23
	PGC INTERBAY LLC		MAINTENANCE	450.21
	PGC INTERBAY LLC		PRO-SHOP	700.00
	PGC INTERBAY LLC		MAINTENANCE	786.48
	PGC INTERBAY LLC		PRO-SHOP	872.08
	PGC INTERBAY LLC		MAINTENANCE	1,152.88
	PGC INTERBAY LLC		PRO-SHOP	1,235.00
	PGC INTERBAY LLC		MAINTENANCE	1,609.89
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		MAINTENANCE	3,115.05
	PGC INTERBAY LLC		GOLF COURSE	3,358.89
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT GOLF COURSE	PRO-SHOP	9,292.40
	PGC INTERBAY LLC		MAINTENANCE	13,197.55
151726	PIERCY, SALLY	UB REFUND	WATER/SEWER OPERATION	148.83
151727	PITCH PERFECT ACADEM	INSTRUCTOR PAYMENT	RECREATION SERVICES	349.20
	PITCH PERFECT ACADEM		RECREATION SERVICES	698.40
	PITCH PERFECT ACADEM		RECREATION SERVICES	756.60
	PITCH PERFECT ACADEM		RECREATION SERVICES	1,164.00
151728	PLATT ELECTRIC	LED BULBS, SMALL TOOLS	STREET LIGHTING	3,276.29
151729	POTTERY NOOK, THE	INSTRUCTOR SERVICE	RECREATION SERVICES	64.80
151730	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	410.00
151731	PUD	CIVIC CENTER UNDERGROUNDING	CAPITAL EXPENDITURES	19,132.97
151732	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	15.31
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	15.31
	PUD	ACCT #201346665	SEWER LIFT STATION	15.88
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #205195373	PARK & RECREATION FAC	17.58
	PUD	ACCT #200501617	TRANSPORTATION	25.26
	PUD	ACCT #201142155	TRANSPORTATION	33.37
	PUD	ACCT #202011813	PUMPING PLANT	39.61
	PUD	ACCT #202294245	SEWER LIFT STATION	45.98
	PUD	ACCT #203500020	STREET LIGHTING	46.59
	PUD	ACCT #202303301	SEWER LIFT STATION	69.18
	PUD	ACCT #201909637	SEWER LIFT STATION	143.25
	PUD	ACCT #203291216	GENERAL	165.35
	PUD	ACCT #201617479	CITY HALL	1,123.62
	PUD	ACCT #200021871	COURT FACILITIES	1,222.65
151733	PUGET SOUND SECURITY	KEYS	DETENTION & CORRECTION	20.49
	PUGET SOUND SECURITY		MAINT OF GENL PLANT	34.16
151734	ROY ROBINSON INC.	CREDIT INVOICE #35037618	EQUIPMENT RENTAL	-28.89
	ROY ROBINSON INC.	RV-DUMP VALVE #J065	EQUIPMENT RENTAL	28.89
	ROY ROBINSON INC.	RV-DUMP VALVE, HANDLE #J065	EQUIPMENT RENTAL	28.96
151735	SAFEWAY INC.	MEETING REFRESHMENTS	UTIL ADMIN	61.38
151736	SAWYER, SHELEE	WACE CONFERENCE	COMMUNITY SERVICES UNIT	21.70
151737	SCORE	SCORE HOUSING OCTOBER	DETENTION & CORRECTION	20,925.00
151738	SHI INTERNATIONAL	USER CAL AND EXCHANGE	PARK & RECREATION FAC	105.20
	SHI INTERNATIONAL		PARK & RECREATION FAC	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		LEGAL - PROSECUTION	105.20
	SHI INTERNATIONAL		PERSONNEL ADMINISTRATION	105.20
	SHI INTERNATIONAL		COMMUNITY	105.20
	SHI INTERNATIONAL		COMMUNITY CENTER	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		UTILITY BILLING	105.20
	SHI INTERNATIONAL		EXECUTIVE ADMIN	105.20
	SHI INTERNATIONAL		UTIL ADMIN	105.20
	SHI INTERNATIONAL		COMMUNITY	105.20

**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>
151738	SHI INTERNATIONAL	USER CAL AND EXCHANGE	COMPUTER SERVICES	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		OFFICE OPERATIONS	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		OFFICE OPERATIONS	105.20
	SHI INTERNATIONAL		UTIL ADMIN	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		TRANSPORTATION	105.20
	SHI INTERNATIONAL		METER READING	105.20
	SHI INTERNATIONAL		TRANSPORTATION	152.91
	SHI INTERNATIONAL		PERSONNEL ADMINISTRATION	452.37
	SHI INTERNATIONAL		CITY CLERK	452.37
	SHI INTERNATIONAL		PROPERTY TASK FORCE	452.37
	SHI INTERNATIONAL		LEGAL - PROSECUTION	452.37
	SHI INTERNATIONAL		LEGAL - PROSECUTION	452.37
	SHI INTERNATIONAL		FINANCE-GENL	904.74
	SHI INTERNATIONAL		CITY COUNCIL	3,166.63
151739	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES SEPT 2021	SOLID WASTE OPERATIONS	176,954.00
151740	SNOHOMISH CO 911	CUSTODY TECHNOLOGIES	COMMUNICATION CENTER	2,145.24
	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	88,026.43
151741	SONSRAY MACHINERY	SHOCK MOUNT	SMALL ENGINE SHOP	182.98
151742	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	681.81
151743	SPRINGBROOK NURSERY	TOPSOIL	SIDEWALK MAINTENANCE	17.50
151744	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	191.61
151745	STATE AUDITORS OFFIC	AUDIT PERIOD 2020	NON-DEPARTMENTAL	735.15
	STATE AUDITORS OFFIC		UTIL ADMIN	735.15
151746	STERICYCLE, INC.	SHREDDING	POLICE PATROL	25.08
	STERICYCLE, INC.		OFFICE OPERATIONS	25.08
151747	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	196.00
151748	TAPCO	2021 MUTCO POSTER FOR SIGNS	GENERAL FUND	-7.53
	TAPCO		TRANSPORTATION	88.53
151749	TISDALE, TERRY F	UB REFUND	GARBAGE	85.85
151750	TISDALE, TERRY F		WATER/SEWER OPERATION	464.15
151751	TRANSPORTATION SOLUT	PROFESSIONAL SERVICE	GMA - STREET	15,002.59
151752	TRUE NORTH EQUIPMENT	VEHICLE PARTS	ER&R	1,434.50
151753	TULALIP CHAMBER	2020 HOTEL/MOTEL GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	6,000.00
151754	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	283.93
151755	UNITED PARCEL SERVIC	SHIPPING AND LATE FEE	POLICE PATROL	109.71
151756	USA BLUEBOOK	RUBBER BANDS	WASTE WATER TREATMENT	4.36
	USA BLUEBOOK	NITROGEN AMMONIA TEST	WASTE WATER TREATMENT	154.43
	USA BLUEBOOK	ITEMS FOR WWTP	WASTE WATER TREATMENT	266.80
	USA BLUEBOOK	CAD RECHARGEABLE SAMPLER BATTERY	SEWER PRETREATMENT	820.13
151757	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION 531	UTILITY LOCATING	817.74
151758	VERIZON	WIRELESS SERVICE	UTILITY BILLING	17.80
	VERIZON		PURCHASING/CENTRAL	17.80
	VERIZON		YOUTH SERVICES	41.91
	VERIZON		CRIME PREVENTION	41.91
	VERIZON		PROPERTY TASK FORCE	41.91
	VERIZON		PERSONNEL ADMINISTRATION	41.91
	VERIZON		FACILITY MAINTENANCE	41.91
	VERIZON		EQUIPMENT RENTAL	77.51
	VERIZON		FINANCE-GENL	101.62
	VERIZON		CUSTODIAL SERVICES	101.62
	VERIZON		COMMUNITY SERVICES UNIT	167.64
	VERIZON		OFFICE OPERATIONS	167.65
	VERIZON		RECREATION SERVICES	195.03
	VERIZON		TRANSPORTATION	200.35

**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>
151758	VERIZON	WIRELESS SERVICE	SEWER LIFT STATION	200.35
	VERIZON		LEGAL-GENL	207.65
	VERIZON		WATER QUAL TREATMENT	223.55
	VERIZON		PARK & RECREATION FAC	226.22
	VERIZON		SOLID WASTE CUSTOMER	242.12
	VERIZON		MUNICIPAL COURTS	249.56
	VERIZON		LEGAL - PROSECUTION	276.60
	VERIZON		DETENTION & CORRECTION	311.18
	VERIZON		WATER SUPPLY MAINS	360.17
	VERIZON		POLICE INVESTIGATION	377.47
	VERIZON		EXECUTIVE ADMIN	449.51
	VERIZON		COMMUNITY	511.22
	VERIZON		STORM DRAINAGE	583.80
	VERIZON		COMPUTER SERVICES	601.79
	VERIZON		WASTE WATER TREATMENT	611.66
	VERIZON		POLICE ADMINISTRATION	709.12
	VERIZON		GENERAL	851.53
	VERIZON		ENGR-GENL	1,368.36
	VERIZON		UTIL ADMIN	1,751.57
	VERIZON		POLICE PATROL	2,190.76
151759	VISION CHURCH	CDBG-COVID 19 RELIEF	COMMUNITY	11,418.00
151760	WA AUDIOLOGY SRVCS	TESTING	POLICE ADMINISTRATION	20.00
151761	WALKER, ROBERT	UB REFUND	WATER/SEWER OPERATION	87.50
151762	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	180.73
151763	WAVEDIVISION HOLDING	INTERNET SERVICES	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING	OPERA HOUSE FIBER IRU MAINTENANCE	CENTRAL SERVICES	111.30
	WAVEDIVISION HOLDING	INTERNET SERVICES	CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,438.20
151764	WELSH COMMISSIONING	MEETINGS, WITNESS PERFORMANCE TESTS	CAPITAL EXPENDITURES	1,776.60
151765	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	385.28
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	400.28
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	400.28
151766	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	175.50
151767	WIDE FORMAT COMPANY	NOVEMBER 2021 BASE CHARGE	UTIL ADMIN	130.07
151768	WINSOR, LYNDA	UB REFUND	WATER/SEWER OPERATION	132.97
151769	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	33.81
	ZIPLY FIBER		POLICE INVESTIGATION	33.82
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	66.23
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	71.91
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	99.79
	ZIPLY FIBER		SUNNYSIDE FILTRATION	121.97
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	199.68
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	287.65
151770	ZOHO CORPORATION	SEIM-UPGRADE/MAINTENANCE	COMPUTER SERVICES	4,406.98

**WARRANT TOTAL: 5,876,005.94**

**REASON FOR VOIDS:**

**INITIATOR ERROR**

**CHECK LOST/DAMAGED**

**WARRANT TOTAL: \$5,876,005.94**

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: DECEMBER 13, 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 November 24, 2021 claims in the amount of \$872,963.79 paid by EFT transactions and Check No.'s 151771 through 151887 with check numbers 139906, 140076, 141802, and 151358 voided.**

**COUNCIL ACTION:**

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

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$872,963.79 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 151771 THROUGH 151887 WITH CHECK NUMBERS 139906, 140076, 141802, AND 151358 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 **13TH DAY OF DECEMBER 2021.**

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2021 TO 11/24/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151771	STRIDER CONSTRUCTION	RETAINAGE PAY ESTIMATE #18	GMA - STREET	-230,966.04
	STRIDER CONSTRUCTION		GMA - STREET	308,780.84
151772	FIRST AMERICAN TITLE	ROW ACQUISITION CLOSING FUNDS	GMA - STREET	30,444.32
151773	PREMERA BLUE CROSS	CLAIMS PAID 11/14 - 11/20/2021	MEDICAL CLAIMS	67,065.25
151774	*AL'S TRUCK*	POWER STEERING HOSE #J034	EQUIPMENT RENTAL	41.32
	*AL'S TRUCK*	POWER STEERING HOSE #J042	EQUIPMENT RENTAL	66.10
151775	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	71.50
151776	AMAZON CAPITAL	WATERPROOF NOTEPADS	ROADWAY MAINTENANCE	48.04
	AMAZON CAPITAL	LABEL MAKER	RECREATION SERVICES	72.98
	AMAZON CAPITAL	SUPPLIES FOR CONEX LIGHTS	ROADSIDE VEGETATION	175.35
151777	APEX HYDROVAC TOOLS	PARTS FOR RACK #H008	SEWER MAIN COLLECTION	357.15
	APEX HYDROVAC TOOLS		STORM DRAINAGE	357.16
151778	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.02
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	126.51
151779	ARIES BLDG SYSTEMS	PORTABLE BUILDING RENTAL	STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
151780	ARTEAGO, MARIE		WATER/SEWER OPERATION	182.16
151781	BANK OF AMERICA	ADVERTISING/TRAINING	SMALL ENGINE SHOP	-39.85
	BANK OF AMERICA		ER&R	3.39
	BANK OF AMERICA		UTIL ADMIN	135.00
	BANK OF AMERICA		UTIL ADMIN	300.00
	BANK OF AMERICA		SOLID WASTE OPERATIONS	300.00
	BANK OF AMERICA		ROADWAY MAINTENANCE	300.00
	BANK OF AMERICA		ENGR-GENL	300.00
151782	BANK OF AMERICA	TRAVEL	POLICE TRAINING-FIREARMS	104.34
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	799.00
	BANK OF AMERICA		POLICE INVESTIGATION	923.07
	BANK OF AMERICA		TRAFFIC UNIT	923.07
	BANK OF AMERICA		POLICE PATROL	923.07
	BANK OF AMERICA		POLICE ADMINISTRATION	1,846.14
151783	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	11,455.00
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	26,328.75
	BHC CONSULTANTS		WASTE WATER TREATMENT	44,076.88
151784	BICKFORD FORD	SEAL ASMY AND V-VELT #P167	EQUIPMENT RENTAL	32.62
	BICKFORD FORD	PARTS FOR #P167	EQUIPMENT RENTAL	38.18
	BICKFORD FORD	BRACKET #P173	EQUIPMENT RENTAL	75.26
	BICKFORD FORD	LAMP ASMY #P171	EQUIPMENT RENTAL	81.89
	BICKFORD FORD	PARTS FOR #P168	EQUIPMENT RENTAL	496.58
	BICKFORD FORD	REPAIRS FOR #P173	EQUIPMENT RENTAL	524.17
	BICKFORD FORD	COIL ASMY #P167	EQUIPMENT RENTAL	623.93
151785	BURDICK, TANA	REFUND PERMIT CHARGES	GENERAL FUND	250.00
151786	CAPITAL INDUSTRIES	2 YRD DUMPSTER	SOLID WASTE OPERATIONS	945.45
	CAPITAL INDUSTRIES	4 - 1.5 YRD DUMPSTERS	SOLID WASTE OPERATIONS	3,401.42
	CAPITAL INDUSTRIES	10 - 1 YRD DUMPSTERS	SOLID WASTE OPERATIONS	8,405.17
	CAPITAL INDUSTRIES	10 - 2 YRD DUMPSTERS	SOLID WASTE OPERATIONS	9,454.45
	CAPITAL INDUSTRIES	13 - 1.5 YRD DUMPSTERS	SOLID WASTE OPERATIONS	11,207.62
	CAPITAL INDUSTRIES	14 - 2 YRD DUMPSTERS	SOLID WASTE OPERATIONS	13,389.25
151787	CENTRAL WELDING SUPP	GLOVES	ER&R	30.17
	CENTRAL WELDING SUPP	SURVEYOR MESH VEST	ER&R	45.91
	CENTRAL WELDING SUPP	HARD HATS	ROADSIDE VEGETATION	196.74
	CENTRAL WELDING SUPP	TRILITES GRIPPY GLOVES	ER&R	292.38
	CENTRAL WELDING SUPP	SUPPLIES	ER&R	762.70
	CENTRAL WELDING SUPP	MICROFLEX LATEX GLOVES	ER&R	1,737.87
151788	COASTAL FARM & HOME	GRILL COVER FOR JACK HAMMERS	ROADWAY MAINTENANCE	15.84
151789	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	327.48
151790	COOP SUPPLY	ANTI-ICE SPRAY	SNOW & ICE REMOVAL	22.92
151791	CORE & MAIN LP	REED HOLE CUTTER 3 - 3	WATER SERVICE INSTALL	505.82





**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2021 TO 11/24/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151816	GUARDIAN RFID	TAX AND RFID PROGRAM	DETENTION & CORRECTION	1,096.25
	GUARDIAN RFID		DETENTION & CORRECTION	1,304.13
	GUARDIAN RFID		DETENTION & CORRECTION	2,638.75
151817	GUNDERSON, JARL	LEOFF 1 - REIMBURSEMENT	POLICE ADMINISTRATION	399.00
151818	HAYES, DONALD	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	1,200.00
151819	HD FOWLER COMPANY	BAG BENTONITE, GRIPPERS	SOURCE OF SUPPLY	86.04
	HD FOWLER COMPANY	METER BUSHINGS	WATER SERVICE INSTALL	588.62
	HD FOWLER COMPANY	SUPPLIES FOR COLLECTOR MAINT	SOURCE OF SUPPLY	618.80
151820	HEDRICK, JUDY		WATER/SEWER OPERATION	25.00
151821	HOME DEPOT USA	PAPER TOWEL HOLDERS	OPERA HOUSE	8.70
	HOME DEPOT USA	TOILET PAPER	CUSTODIAL SERVICES	33.38
	HOME DEPOT USA	HAND SOAP, PAPER TOWELS	CUSTODIAL SERVICES	357.85
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	557.85
151822	HOWELL, CURTIS J		WATER/SEWER OPERATION	244.41
151823	INTERSTATE BATTERY	BATTERY #A006	EQUIPMENT RENTAL	122.11
	INTERSTATE BATTERY	SCREW POST BATTERIES	ER&R	726.89
151824	KEEFE, SANDRA		GARBAGE	345.70
151825	LANGUAGE EXCHANGE	INTERPRETER SERVICE	COURTS	460.00
151826	LASTING IMPRESSIONS	CUSTODY PATCHES	DETENTION & CORRECTION	426.27
151827	LOWES HIW INC	SNAP LID CONTAINERS, SCREWS	WATER DIST MAINS	115.10
151828	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	527.49
151829	MADSEN, ERIK		WATER/SEWER OPERATION	356.12
151830	MALLAND, RHONDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	MALLAND, RHONDA		PARKS-RECREATION	40.00
151831	MAPLES, JAMES	ACCELERATE CONFERENCE	POLICE INVESTIGATION	207.00
151832	MCCAULEY, JOYCE		WATER/SEWER OPERATION	194.70
151833	MCCOY, MARGOT		WATER/SEWER OPERATION	216.71
151834	MCDONALD, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
151835	MERIDIAN CENTER ELEC	REFUND ONLINE ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	65.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	65.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	65.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	65.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	200.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	200.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	250.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	250.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	250.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	250.00
	MERIDIAN CENTER ELEC		COMMUNITY DEVELOPMENT	250.00
151836	MILLER, DARRICK*		WATER/SEWER OPERATION	29.17
151837	MONNETT, BRUCE & CHR		WATER/SEWER OPERATION	135.60
151838	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	7.28
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	7.29
	MOUNTAIN MIST		SEWER MAIN COLLECTION	7.29
151839	NAPA AUTO PARTS	FUEL FILTERS	SMALL ENGINE SHOP	9.08
	NAPA AUTO PARTS		SMALL ENGINE SHOP	9.08
	NAPA AUTO PARTS	OIL/AIR FILTERS	SMALL ENGINE SHOP	69.42
	NAPA AUTO PARTS		ER&R	85.32
	NAPA AUTO PARTS		ER&R	211.94
	NAPA AUTO PARTS	DEF 2.5 GALLONS	STREET CLEANING	400.04
151840	NATIONAL BARRICADE	THERMOPLASTIC PAD	SIDEWALK MAINTENANCE	344.44
	NATIONAL BARRICADE	POSTS	SIDEWALK MAINTENANCE	1,647.26
151841	NEXTWAREHOUSE	ETHERNET SWITCH	SOURCE OF SUPPLY	1,005.36
151842	NOBLE, ANDREW & DONN		WATER/SEWER OPERATION	154.83
151843	NORTH SOUND HOSE	VACTOR HOSE REPAIR #H008	SEWER MAIN COLLECTION	186.17
151844	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICE	STORM DRAINAGE	6,742.50
151845	NURNBERG SCIENTIFIC	CREDIT INVOICE #3232819	WATER QUAL TREATMENT	-750.10
	NURNBERG SCIENTIFIC	ELECTRO BUFF Item 3 - 5	WATER QUAL TREATMENT	138.59

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2021 TO 11/24/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151845	NURNBERG SCIENTIFIC	BUFFER PACKET, ELECTRO BUFF	WATER QUAL TREATMENT	750.10
	NURNBERG SCIENTIFIC	ELECTRO BUFF, BUFFER PACKET	WATER QUAL TREATMENT	819.86
151846	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	60.46
	OFFICE DEPOT		UTIL ADMIN	95.09
151847	PEACE OF MIND	COUNCIL MEETING MINUTES 11/8/21	CITY CLERK	74.80
	PEACE OF MIND	PLANNING COMMISSION	COMMUNITY	156.40
151848	PERTEET ENGINEERING	PROFESSIONAL SERVICE	DEVELOPMENT SERVICES	2,980.00
	PERTEET ENGINEERING		NON-DEPARTMENTAL	3,401.25
	PERTEET ENGINEERING		NON-DEPARTMENTAL	3,471.25
151849	PESEAU 2 LLC^		GARBAGE	1,097.55
151850	PHILLIPS, JAROD & SH		WATER/SEWER OPERATION	59.94
	PHILLIPS, JAROD & SH		WATER/SEWER OPERATION	59.94
151851	PLATT ELECTRIC	CREDIT - INVOICE #2B90572	WASTE WATER TREATMENT	-347.57
	PLATT ELECTRIC	BOXES, SWITCHES	SEWER LIFT STATION	135.17
	PLATT ELECTRIC	DRILL BITS, FITTINGS	SEWER LIFT STATION	178.64
	PLATT ELECTRIC	WWTP FILTERS	WASTE WATER TREATMENT	567.68
151852	POLLARDWATER	DISK FILTER HYDROPHOBIC	WATER DIST MAINS	305.92
151853	PUD	ACCT #203569751	STORM DRAINAGE	8.51
	PUD	ACCT #205136245	SEWER LIFT STATION	15.37
	PUD	ACCT #202461034	UTIL ADMIN	16.20
	PUD	ACCT #202461026	MAINT OF GENL PLANT	17.58
	PUD	ACCT #202031134	PUMPING PLANT	18.32
	PUD	ACCT #200973956	SEWER LIFT STATION	20.79
	PUD	ACCT #200448801	TRANSPORTATION	38.70
	PUD	ACCT #202794657	TRANSPORTATION	39.55
	PUD	ACCT #202524690	PUMPING PLANT	50.41
	PUD	ACCT #203430897	STREET LIGHTING	64.06
	PUD	ACCT #202288585	TRANSPORTATION	67.27
	PUD	ACCT #221115934	MAINT OF GENL PLANT	72.22
	PUD	ACCT #200061463	PARK & RECREATION FAC	72.51
	PUD	ACCT #223013277	AFFORDABLE HOUSING	74.49
	PUD	ACCT #222664310	TRANSPORTATION	76.13
	PUD	ACCT #222664740	TRANSPORTATION	78.20
	PUD	ACCT #220681340	STORM DRAINAGE	79.45
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	118.98
	PUD	ACCT #222663973	TRANSPORTATION	134.53
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	138.98
	PUD	ACCT #222025900	PUMPING PLANT	140.78
	PUD	ACCT #201628880	WASTE WATER TREATMENT	220.31
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	268.05
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	293.87
	PUD	ACCT #201247699	STREET LIGHTING	304.21
	PUD	ACCT #200625382	SEWER LIFT STATION	352.87
	PUD	ACCT #201675634	WASTE WATER TREATMENT	418.88
	PUD	ACCT #201147253	PUMPING PLANT	453.35
	PUD	ACCT #202177333	MAINT OF GENL PLANT	719.82
	PUD	ACCT #201587284	WASTE WATER TREATMENT	727.04
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,177.94
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,304.52
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,317.29
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	2,956.00
	PUD	ACCT #201577921	PUMPING PLANT	4,790.03
	PUD	ACCT #201420635	WASTE WATER TREATMENT	11,014.28
	PUD	ACCT #201721180	WASTE WATER TREATMENT	19,730.54
151854	PUMPTech INC	PAY ESTIMATE #1 - FINAL	WATER/SEWER OPERATION	-8,456.78
	PUMPTech INC		WATER FILTRATION PLANT	92,178.92
151855	REECE TRUCKING	CONCRETE W/REBAR DUMP	SIDEWALK MAINTENANCE	121.60
	REECE TRUCKING	WASHED UTILITY SAND 6	SNOW & ICE REMOVAL	227.94

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2021 TO 11/24/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151855	REECE TRUCKING	SNOW/ICE SAND	ROADSIDE VEGETATION	230.84
	REECE TRUCKING	WASHED UTILITY SAND	SNOW & ICE REMOVAL	677.72
151856	REY, PATRICIA		WATER/SEWER OPERATION	579.91
151857	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER DIST MAINS	691.36
	RH2 ENGINEERING INC	SANITARY SEWER COMP PLAN UPDATE	SEWER CAPITAL PROJECTS	1,179.00
	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SOURCE OF SUPPLY	1,669.21
	RH2 ENGINEERING INC		WATER RESERVOIRS	4,541.26
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	8,510.08
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	12,885.22
	RH2 ENGINEERING INC	SANITARY SEWER COMP PLAN UPDATE	SEWER CAPITAL PROJECTS	15,479.95
151858	ROBLEDO, STEVEN		WATER/SEWER OPERATION	251.54
151859	ROSS, JEFFREY M	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	305.35
151860	SCIENTIFIC SUPPLY	VINYL TUBING	WASTE WATER TREATMENT	139.61
	SCIENTIFIC SUPPLY		WASTE WATER TREATMENT	315.73
151861	SEATTLE GOODWILL	CDBG - COVID-19 RELIEF	COMMUNITY	7,657.81
151862	SIGMAN, MICHAEL	LEOFF 1 - REIMBURSEMENT	POLICE ADMINISTRATION	445.50
151863	SMOKEY POINT CONCRET	EXPANSION JOINT	SIDEWALK MAINTENANCE	1,074.15
151864	SONITROL	MICRO PROX	CITY HALL	60.12
	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		PUBLIC SAFETY BLDG	202.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
	SONITROL	JOB ADD ON #42069	WASTE WATER TREATMENT	1,120.58
151865	SOUND PUBLISHING	ORDINANCE 3200	CITY CLERK	30.80
151866	SOUND PUBLISHING	2021-22 BUDGET	CITY CLERK	64.40
151867	SOUND PUBLISHING	CALL FOR BIDS - 8TH ST IMPROVEMENTS	GMA - STREET	235.20
151868	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	520.80
151869	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	1,968.75
151870	SOUND SAFETY	REPLACEMENT UNIFORM - BILLIEU	UTIL ADMIN	141.69
	SOUND SAFETY	SAFETY RUBBER BOOTS	UTIL ADMIN	167.61
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	685.04
151871	STAPLES	STICKIE NOTES	UTIL ADMIN	2.62
	STAPLES		ENGR-GENL	2.62
	STAPLES	STAPLER	UTIL ADMIN	25.74
	STAPLES	STAMP	UTIL ADMIN	31.70
	STAPLES	ENVELOPES, TISSUE, STAPLES	ENGR-GENL	34.63
	STAPLES		UTIL ADMIN	93.52
151872	STRIDER CONSTRUCTION	PAY ESTIMATE #18	GMA-STREET	-230,966.04
	STRIDER CONSTRUCTION		GMA - STREET	308,780.84
151873	SWEARENGIN, ROBERT	LEOFF I - REIMBURSEMENT	POLICE ADMINISTRATION	2,170.23
151874	TOLBERT, JAMES	AXON CONFERENCE	TRAFFIC UNIT	168.00
151875	TRAILER BOSS	FLEET ADDITION 2022 MIRAGE #F020	EXECUTIVE ADMIN	5,287.65
151876	ULINE	OIL DRI, SALT BUCKET	STREET CLEANING	2,422.80
151877	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	64.26
151878	UNITED RENTALS	CONTAINER RENTAL	COMMUNITY CENTER	109.30
151879	US BANK	SUPPLIES FOR OPERA HOUSE	OPERA HOUSE	45.84
151880	WASHINGTON FEDERAL	RETAINAGE PAY ESTIMATE #19	GMA-STREET	18,567.35
	WASHINGTON FEDERAL	RETAINAGE PAY ESTIMATE #18	GMA-STREET	230,966.04
151881	WEBB, RITA		WATER/SEWER OPERATION	315.04
151882	WHISTLE WORKWEAR	BOOTS - PHIPPS	SOLID WASTE OPERATIONS	197.63
	WHISTLE WORKWEAR	UNIFORM - MARTINSON	METER READING	261.83
151883	WHITE CAP CONSTRUCT	HAMMER, MEASURING WHEEL, WRENCH	TRANSPORTATION	125.23

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/24/2021 TO 11/24/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
151883	WHITE CAP CONSTRUCT	M18 DRIVER, BATTERY, SEALANT	ROADWAY MAINTENANCE	612.63
	WHITE CAP CONSTRUCT		SIDEWALK MAINTENANCE	612.64
151884	WHPACIFIC	PROFESSIONAL SERVICE	GMA - STREET	2,720.24
151885	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	72.69
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	87.63
151886	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	52.95
151887	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	59.93
	ZIPLY FIBER		COMMUNITY	59.93

**WARRANT TOTAL: \$950,978.59**

**LESS VOIDED CHECK #139906, 140076, 141802, & 15138 CHECK LOST/DAMAGED (\$78,014.80)**

**REASON FOR VOIDS:**

**INITIATOR ERROR**

**\$872,963.79**


**UNCLAIMED PROPERTY**

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 13, 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 November 24, 2021 payroll in the amount \$1,412,581.98, paid by EFT Transactions and Check No. 33718 through 33731.

**COUNCIL ACTION:**

# *Index #5*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

<b>AGENDA ITEM:</b>	
Contract Extension for Custody Medical Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Cmdr. Mark Thomas	
<b>DEPARTMENT:</b>	
Police – Jail	
<b>ATTACHMENTS:</b>	
Proposed contract extension	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
Detention Professional Services #541000	Charged per patient seen
<b>SUMMARY:</b>	

This contract extension would be the second contract extension since June 2021. There was a six month contract extension in May of 2021 extending the existing medical service contract until December 31<sup>st</sup> 2021.

The current jail medical service contract with vendor, Rae Boyd APRN, BC, PLLC expires December 31<sup>st</sup>, 2021. We are now wanting to extend this contract, with no changes in language or cost, until June 30<sup>th</sup> 2022.

The proposed contract extension would cover January 2022 through June 30<sup>th</sup> 2022. At which time we are hoping to enter into an extend medical service contract for the new jail facility that would take us into 2023.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor or sign and execute; The extension of the existing medical service contract with Rae Boyd APRN, BC, PLLC, for the Marysville jail facility</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute _____.</p>
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# INDEPENDENT CONTRACTOR AGREEMENT

**I. The Parties.** This Agreement is made between a business entity known as The City of Marysville with a mailing address of 1635 Grove Street, Marysville, Washington, 98270 (“Client”) AND

A business entity known as Rae Boyd APRN, BC, PLLC with a mailing address of 24115 145th Ave SE, Snohomish, Washington, 98296-6985 (“Contractor”).

WHEREAS the Client intends to pay the Contractor for services provided, effective January 1, 2022, under the following terms and conditions:

**II. Services.** The Contractor agrees to perform the following: Medical Services Hereinafter known as the “Services”.

**III. Payment.** The Client agrees to pay for the Services performed by the Contractor. The Contractor agrees to be paid as follows:

The Contractor shall be entitled to commissions based on: The Contractor will be paid \$150 per patient seen, \$175 per procedures performed such as incision and drainage, wound management, EKG, and suture removal and a charge of \$50 per phone consult. A Medication Assisted Treatment Program (MAT) will be billed per patient seen at a rate of \$500. This may include daily assessment up to 3 days. Additional charges may incur with unusual needs required for medical services. This will be negotiated prior to service required.

**IV. Due Date.** The Services provided by the Contractor shall begin on January 1, 2022 and end on June 30, 2022. All Services provided by the Contractor must be completed by June 30, 2022.

**V. Expenses.** The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

**VI. Independent Contractor Status.** The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor’s employees or contract personnel are, or shall be deemed, the Client’s employees.

In its capacity as an independent contractor, Contractor agrees and represents:

Contractor has the right to perform Services for others during the term of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement.

Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;

The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and

Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

**VII. Business Licenses, Permits, and Certificates.** The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**VIII. Federal and State Taxes.** Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;

Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

**IX. Benefits of Contractor's Employees.** The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

**X. Unemployment Compensation.** The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**XI. Workers' Compensation.** The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

**XII. Liability Insurance.** The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be a minimum amount of combined single limit of \$1,000,000.00.

**XIII. Indemnification.** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

**XIV. Termination of Agreement.** This Agreement shall terminate on June 30, 2022. In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

**XV. Option to Terminate.** The Client and Contractor shall not have the option to terminate this Agreement unless there is reasonable cause as defined in Section XIV.

**XVI. Exclusive Agreement.** This entire Agreement is between the Client and Contractor.

**XVII. Resolving Disputes.** If a dispute arises under this Agreement, any party may take the matter to a Washington state court.

**XVIII. Confidentiality.** The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;

Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

**XIX. Proprietary Information.** Proprietary information, under this Agreement, shall include: The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

**XX. No Partnership.** This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

**XXI. Assignment and Delegation.** The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII & XIX of this Agreement. If any such information is shared by the Subcontractor to third (3<sup>rd</sup>) parties, the Contractor shall be made liable.

**XXII. Additional Terms and Conditions.** Negotiated cost will be confidential. The contractor will provide services until end of contract date. Contract can be terminated immediately if both parties agreeable.

**XXIII. Governing Law.** This Agreement shall be governed under the laws in the State of Washington.

**XXIV. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XXV. Breach Waiver.** Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

**XXVI. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Contractor's Signature** Rae Boyd APRN, BC **Date** 11/30/21


**Print Name** Rae Boyd APRN, BC

# *Index #6*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 13, 2021**

<b>AGENDA ITEM:</b>																	
Grant Agreement with Washington State Department of Ecology for Phase 2 Improvements for the Downtown Stormwater Treatment Project																	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>																
Steven Miller, Senior Project Manager																	
<b>DEPARTMENT:</b>																	
Public Works - Engineering																	
<b>ATTACHMENTS:</b>																	
Ecology Agreement																	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>																
40250594.563000.D1802	N/A																
<b>SUMMARY:</b>																	
<p>City Council approved a grant agreement with the Department of Ecology in July 2018, to treat stormwater runoff from 140 acres of the downtown area. This agreement provided \$5.0M in grant funds for the project, with a 25% match required from the City. The project has moved through the design phase, and an advertisement for construction services is being prepared for construction to begin early next year.</p> <p>Due to additional cost and treatment opportunities encountered during design, the City prepared an additional grant application for funds needed to treat stormwater for the entire downtown basin area, approximately 460 acres. Ecology responded and awarded an additional grant in the amount of \$2.64M for this work, now called phase 2. Similar to the first grant, a 25% match from the City is required. The total grant allocation for this project is now \$7.64M.</p> <p>Grant breakdown:</p> <table border="0"> <thead> <tr> <th></th> <th>Phase 1 (approved 2018)</th> <th>Phase 2</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Ecology</td> <td>\$5,000,000</td> <td>\$2,637,395</td> <td>\$7,637,395</td> </tr> <tr> <td>City</td> <td>\$1,666,667</td> <td>\$879,132</td> <td>\$2,545,799</td> </tr> <tr> <td>Total</td> <td>\$6,666,667</td> <td>\$3,516,527</td> <td>\$10,183,194</td> </tr> </tbody> </table>			Phase 1 (approved 2018)	Phase 2	Total	Ecology	\$5,000,000	\$2,637,395	\$7,637,395	City	\$1,666,667	\$879,132	\$2,545,799	Total	\$6,666,667	\$3,516,527	\$10,183,194
	Phase 1 (approved 2018)	Phase 2	Total														
Ecology	\$5,000,000	\$2,637,395	\$7,637,395														
City	\$1,666,667	\$879,132	\$2,545,799														
Total	\$6,666,667	\$3,516,527	\$10,183,194														

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the grant agreement with the Department of Ecology, for the Downtown Stormwater Treatment Project – Phase 2.





## Agreement WQC-2022-MaryPW-00147

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

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

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### GENERAL INFORMATION

Project Title:	Phase II Downtown Stormwater Treatment Construction
Total Cost:	\$3,516,526.67
Total Eligible Cost:	\$3,516,526.67
Ecology Share:	\$2,637,395.00
Recipient Share:	\$879,131.67
The Effective Date of this Agreement is:	7/1/2021
The Expiration Date of this Agreement is no later than:	6/30/2023
Project Type:	Stormwater Facility

#### Project Short Description: (500-character limit, includes spaces)

This project will improve water quality in the Snohomish River and Ebey Slough through construction of a TAPE GULD stormwater treatment system in the historic downtown of the city of Marysville. This project will provide treatment for total suspended solids (TSS), dissolved copper, and dissolved zinc, and total phosphorus. Additional benefits of this project include community education and engagement, as the project is within a future park currently under development.

#### Project Long Description: (4,000-character limit, includes spaces)

The city of Marysville historic downtown consists of 460 acres of commercial and residential land, from which stormwater is collected into a single piped system and discharged without treatment to the Snohomish River and Ebey Slough. The Snohomish River and Ebey Slough are waterbodies with 303(d) listings for dissolved oxygen, temperature, bacteria, and pH. The stormwater discharge from this urban area represents a significant contributor of untreated urban

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

runoff to Puget Sound.

The RECIPIENT is currently implementing the Downtown Stormwater Treatment Design and Construction project under grant WQC-2018-MaryPW-00094 to design stormwater treatment for the entire 460 acres of the historic downtown area. Under the WQC-2018-MaryPW-00094 grant, the RECIPIENT will also construct Phase I stormwater facilities to treat 230 acres of the total contributing area. This project builds upon Phase I to construct independent stormwater facilities for the remaining 230 acres of the historic downtown area. Phase I and Phase II construction may be bid at the same time to allow a single contractor to construct both phases concurrently.

This project will improve water quality in the Snohomish River and Ebey Slough through the installation of a TAPE GULD treatment system at the site of the former Geddes Marina in the city of Marysville. The RECIPIENT will install a new lift station to convey stormwater to the facility, which will provide treatment for total suspended solids (TSS), dissolved copper and dissolved zinc, and total phosphorus. Flows beyond the designed water quality treatment rate will flow untreated past the pump station and into the Snohomish River.

The RECIPIENT purchased the former Geddes Marina site for use as a park and the park plan allocates space for installing stormwater facilities. The RECIPIENT is incorporating this stormwater facility into the park plan, which is being developed concurrently, but independently, with this project. When the park is developed, this treatment facility will be a focal point that will provide a community education and engagement opportunity.

Overall Goal: (1,000-character limit, includes spaces)

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

**RECIPIENT INFORMATION**

Organization Name: City of Marysville

Mailing Address: 80 Columbia Ave  
Marysville, WA 98270

Physical Address: 80 Columbia Ave  
Marysville, WA 98270

Organization Email:

**Contacts**

<b>Project Manager</b>	Steve Miller Senior Project Manager  80 Columbia Ave Marysville, WA 98270 Email: Smiller@marysvillewa.gov Phone: 360.363.8100
<b>Authorized Signatory</b>	Jeff Laycock Public Works Director  80 Columbia Ave Marysville, WA 98270 Email: jlaycock@marysvillewa.gov Phone: 360.363.8274
<b>Billing Contact</b>	Suzanne Soule Financial Analyst  80 Columbia Ave Marysville, WA 98270 Email: ssoule@marysvillewa.gov Phone: 360.363.8100

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

**ECOLOGY INFORMATION**

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

Physical Address: Department of Ecology  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Sylvia Graham  913 Squalicum Way #101 Bellingham, WA 98225 Email: sygr461@ecy.wa.gov Phone: 360.746.9182
<b>Financial Manager</b>	Stephanie Herbst  PO Box 47600 Olympia, WA 98504 Email: sher@ecy.wa.gov Phone: 360.628.1911
<b>Technical Advisor</b>	Doug Howie  PO Box 47600 Olympia, WA 98504 Email: ahey@ecy.wa.gov Phone: 360.870.5283



Agreement No: WQC-2022-MaryPW-00147  
 Project Title: Phase II Downtown Stormwater Treatment Construction  
 Recipient Name: City of Marysville

**SCOPE OF WORK**

Task Number: 1 Task Cost: \$5,000.00

Task Title: Grant and Loan Administration

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

\* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

\* Properly maintained project documentation.

**Grant and Loan Administration Deliverables**

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

Agreement No: WQC-2022-MaryPW-00147  
 Project Title: Phase II Downtown Stormwater Treatment Construction  
 Recipient Name: City of Marysville

**SCOPE OF WORK**

Task Number: 2 Task Cost: \$75,000.00

Task Title: Cultural and Environmental Reviews, and Permitting

Task Description:

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

- A. The RECIPIENT will provide both the ECOLOGY project manager and separegister@ecy.wa.gov an initial consultation on the draft State Environmental Policy Act (SEPA) documents.
- B. The RECIPIENT will notify the ECOLOGY project manager, in addition to the required distribution and public notice, when SEPA documents have been issued for the official comment period, which is a minimum of 21 days.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- D. The RECIPIENT will submit the documents listed below to ECOLOGY to initiate cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed for potential affects to cultural resources.
  - 1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation’s Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
  - 2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

Task Goal Statement:

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

Task Expected Outcome:

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

**Cultural, Environmental Review, and Permitting Deliverables**

Number	Description	Due Date
2.1	SEPA checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

2.3	Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload documentation to EAGL when cultural resources is complete.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	



## SCOPE OF WORK

Task Number: 3 Task Cost: \$0

Task Title: Design Plans and Specifications

### Task Description:

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

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

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

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

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

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

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

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

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

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

### Task Goal Statement:

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

### Task Expected Outcome:

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

**Design Plans and Specifications Deliverables**

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.11	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.13	Bid documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-MaryPW-00147  
 Project Title: Phase II Downtown Stormwater Treatment Construction  
 Recipient Name: City of Marysville

**SCOPE OF WORK**

Task Number: 4 Task Cost: \$931,000.00

Task Title: Construction Management

Task Description:

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

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule and cost estimate prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

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

Task Expected Outcome:

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

**Construction Management Deliverables**

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Revised construction cost estimates when changes in construction schedule occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

**SCOPE OF WORK**

Task Number: 5

Task Cost: \$2,493,526.67

Task Title: Construction

Task Description:

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

- A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of a TAPE GULD system to mitigate runoff from approximately 35 acres of pollution-generating impervious surfaces within a 460 acre basin. The RECIPIENT may combine the bid and construction for Phase II with the construction under the Phase I agreement. The RECIPIENT is responsible for tracking construction costs requested by the contractor and billing them to the appropriate grant, as detailed in the design plans.
- B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY’s Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

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

Task Expected Outcome:

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

**Construction Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-MaryPW-00147  
 Project Title: Phase II Downtown Stormwater Treatment Construction  
 Recipient Name: City of Marysville

**SCOPE OF WORK**

Task Number: 6

Task Cost: \$12,000.00

Task Title: Project Close Out

Task Description:

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

**Project Closeout Deliverables**

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

Agreement No: WQC-2022-MaryPW-00147  
 Project Title: Phase II Downtown Stormwater Treatment Construction  
 Recipient Name: City of Marysville

**BUDGET (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).**

**Funding Distribution**

Funding Title: SFAP  
 Funding Type: Grant  
 Funding Effective Date: (will autogenerate based on above)  
 Funding Expiration Date:  
 Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 25%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Indirect Rate: 30%  
 Supporting documentation must be uploaded to EAGL.  
 Rate will be indicated in your agreement.

<b>Stormwater Financial Assistance Program</b>	<b>Task Total</b>	<b>Recipient Amount</b>	<b>ECY Amount</b>
1. Grant and Loan Administration	\$5,000.00	\$1,250.00	\$3,750.00
2. Cultural, Environmental Review, and Permitting	\$75,000.00	\$18,750.00	\$56,250.00
3. Design Plans and Specifications	\$0.00	\$0.00	\$0.00
4. Construction Management	\$931,000.00	\$232,750.00	\$698,250.00
5. Construction	\$2,493,526.67	\$623,381.67	\$1,870,145.00
6. Project Close Out	\$12,000.00	\$3,000.00	\$9,000.00
<b>Total</b>	<b>3,516,526.67</b>	<b>879,131.67</b>	<b>2,637,395.00</b>

<b>Funding Distribution Name</b>	<b>Recipient Match</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
<b>SFAP</b>	<b>25%</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Total</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

## **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

## **SPECIAL TERMS AND CONDITIONS**

### **SECTION 1: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

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

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

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

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

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

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

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

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

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

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

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

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

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

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

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



Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

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

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

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

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

“Project” means the project described in this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

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

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

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

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

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

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

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

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

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

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

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

### **Documentation Options:**

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

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

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).

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

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

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

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

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

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

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

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

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

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

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

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

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

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

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

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

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

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

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

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

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

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

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

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

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

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

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

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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

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

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

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

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

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

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

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

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

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

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

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

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL



Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form

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

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

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

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

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see [www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitle-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitle-chap11.pdf)).

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

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

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

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

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

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

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

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

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

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

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

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

(i) The Loan Amount with interest

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

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

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

#### Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

Department of Ecology  
Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

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

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

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

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

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

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

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

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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

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

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

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

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

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

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

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

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

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

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

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

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

The sewer use ordinance must include provisions to:

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

**S. Termination and Default:**

**Termination and Default Events**

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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

#### Termination and Default Remedies

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

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

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

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

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

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

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

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

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

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

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



## **GENERAL FEDERAL CONDITIONS**

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

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

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

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

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

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

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

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

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>>.

## GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

### 1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQC-2022-MaryPW-00147  
Project Title: Phase II Downtown Stormwater Treatment Construction  
Recipient Name: City of Marysville

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any

questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

## **8. COMPLIANCE WITH ALL LAWS**

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **9. CONFLICT OF INTEREST**

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

## **10. CONTRACTING FOR GOODS AND SERVICES**

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

## 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal. Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm

with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

### **13. GOVERNING LAW**

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

### **14. INDEMNIFICATION**

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

### **15. INDEPENDENT STATUS**

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

### **16. KICKBACKS**

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

### **17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)**

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

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

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS



a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## **22. RECORDS, AUDITS, AND INSPECTIONS**

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### **23. RECOVERY OF FUNDS**

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work. All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### **24. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### **25. STATE ENVIRONMENTAL POLICY ACT (SEPA)**

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### **26. SUSPENSION**

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### **27. SUSTAINABLE PRACTICES**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low

impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

## **28. TERMINATION**

### **a) For Cause**

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

### **Non-Performance.**

The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### **b) For Convenience**

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or

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

**c) By Mutual Agreement**

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

**d) In Event of Termination**

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

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

**29. THIRD PARTY BENEFICIARY**

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

**30. WAIVER**

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

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 13, 2021**

<b>AGENDA ITEM:</b>	
Community Development Block Grant Program Years 2022 & 2023 Funding Allocations	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Amy Hess, Senior Planner	<i>Haylie Miller</i>
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. CDBG – Program Years (PYs) 2022 &amp; 2023 Funding Recommendation</li> <li>2. Exhibit A – Funding Recommendation Spreadsheet</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<p><b>SUMMARY:</b> It is anticipated that the City of Marysville will receive approximately \$365,000 in Community Development Block Grant (CDBG) funding for program years (PY) 2022 &amp; 2023. On September 9, 2021, the Community Development Department released both capital projects and public service grant applications.</p> <p>Four (4) capital project applications and five (5) public services applications were submitted for Program Year 2022. Two (2) capital project applications and five (5) public service applications were received for Program Year 2023. The Citizen Advisory Committee (CAC) was provided copies of the grant applications, and a summary indicating each grant application met a national objective, are eligible activities and meet the strategies and objectives identified in the 2020-2024 Consolidated Plan.</p> <p>On November 15, 2021 the CAC held a public meeting allowing each applicant to present their proposed projects, to evaluate each application in accordance with the scoring criteria outlined in the capital project and public service applications. An additional meeting was held on November 22, 2021 to determine a funding recommendation to City Council. Attached are the CACs funding recommendations for PYs 2022 &amp; 2023.</p>	

**RECOMMENDED MOTION:** Approve the Citizen Advisory Committee’s funding recommendation for Program Years 2022 and 2023. Direct staff to notify each subrecipient of the approved funding recommendations and prepare a Program Year 2022 Annual Action Plan in accordance with the 2020-2024 Consolidated Plan.

### **CDBG – Program Years (PYs) 2022 & 2023 Funding Recommendation**

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held a public meeting, on November 15, 2021, in review of Program Years (PY) 2022 & 2023 Community Development Block Grant (CDBG) applications for both Capital Projects and Public Services, in accordance with the City of Marysville 2020 – 2024 Consolidated Plan (ConPlan) that was approved by the U.S. Department of Housing and Urban Development (HUD), and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

#### **FINDINGS:**

1. The City of Marysville has anticipated receiving approximately \$365,000 in CDBG funding for PY 2022 & 2023, respectively.
2. On September 9, 2021 the Community Development Department released both capital projects and public service grant applications.
3. A total of four (4) Public Facility and Infrastructure (PF&I) and five (5) Public Service (PS) applications were received for PY2022. Two (2) capital project applications and five (5) public service applications were received for Program Year 2023.
4. City Staff reviewed each grant application to ensure that each project and service met a national objective, was an eligible activity and met the strategies and objectives identified in the ConPlan.
5. Funding requested in the grant applications for each program year exceeded that of the approximately \$365,000 in anticipated funding from HUD.
6. The CAC held a public meeting on November 15, 2021 allowing each eligible applicant to present their PF&I Project and Public Service applications to the CAC and to evaluate each application in accordance with the scoring criteria outlined in the Capital Project and Public Service applications.
7. An additional meeting was held November 22, 2021 to finalize a funding recommendation to City Council for PY's 2022 & 2023.

#### **CONCLUSIONS:**

At a meeting held on November 22, 2021, the CAC recommended funding the Capital Projects, Public Services, and Administration. The CAC recommended funding as reflected in the spreadsheet attached hereto as **Exhibit A**. If actual funding allocation exceeds the anticipated amount, additional funds shall be awarded to the Marysville Food Bank public facility project, and any additional shall be equally distributed to all subrecipients.

#### **RECOMMENDATION:**

Forwarded to the Marysville City Council as a Recommendation to provide CDBG funding for the Capital Projects, Public Services, and Administration as reflected in the spreadsheet attached hereto as **Exhibit A** this **23<sup>rd</sup> day of November, 2021**.

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

**Capital Projects (65% minimum)**

Organization	Activity	PY2022 Request	PY2023 Request	CAC PY2022 Recommendation	CAC PY2023 Recommendation
Homage Senior Services	Minor Home Repair	\$ 100,000.00	\$ 110,000.00	\$ 100,000.00	\$ 110,000.00
Boys & Girls Club of Snohomish County	Capital Upgrades	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
Marysville Community Food Bank	Driveway Paving	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -
City of Marysville Parks	Cedar Field	\$ 23,750.00	\$ 138,750.00	\$ 23,750.00	\$ 138,750.00
<b>Total</b>		<b>\$ 248,750.00</b>	<b>\$ 248,750.00</b>	<b>\$ 248,750.00</b>	<b>\$ 248,750.00</b>

**Public Services (15% Maximum)**

Organization	Activity	PY2022 Request	PY2023 Request	CAC PY2022 Recommendation	CAC PY2023 Recommendation
Catholic Community Services	Chore Services	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00
Homage Senior Services	Meals on Wheels	\$ 20,000.00	\$ 25,000.00	\$ 15,250.00	\$ 15,250.00
Vision Church	Vision Serves	\$ 39,788.00	\$ 39,788.00	\$ -	\$ -
Marysville Community Food Bank	Food for Thought	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Housing Hope	Beachwood Apartments	\$ 22,486.00	\$ 24,777.00	\$ 15,000.00	\$ 15,000.00
<b>Total</b>		<b>\$ 110,274.00</b>	<b>\$ 117,565.00</b>	<b>\$ 56,250.00</b>	<b>\$ 56,250.00</b>

**Administration (20% maximum)**

Organization	Activity	PY2022 Request	PY2023 Request	CAC PY2022 Recommendation	CAC PY2023 Recommendation
City of Marysville	Planning and Administration	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
<b>Total</b>		<b>\$ 60,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 60,000.00</b>
		\$ 120,000.00	\$ 120,000.00		
<b>Total overall Request</b>		<b>\$ 419,024.00</b>	<b>\$ 426,315.00</b>	<b>\$ 365,000.00</b>	<b>\$ 365,000.00</b>



<b>PY2022 Total Anticipated Allocation</b>		<b>\$ 365,000.00</b>
Capital Project Allocation		\$ 248,750.00
Public Service Allocation		\$ 56,250.00

<b>PY2023 Anticipated Allocation</b>		<b>\$ 365,000.00</b>
Capital Project Allocation		\$ 248,750.00
Public Service Allocation		\$ 56,250.00

PY2022 Capital Projects		68%
PY2022 Public Services		15%
PY2022 Admin		16%


PY2023 Capital Projects		68%
PY2023 Public Services		15%
PY2023 Admin		16%

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

<b>AGENDA ITEM:</b>	
Acceptance of CARES funding from the Administrative Office of the Courts	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Suzanne Elsner	
<b>DEPARTMENT:</b>	
Municipal Court	
<b>ATTACHMENTS:</b>	
CARES Funding Application and Approval email	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$16,723.00
<b>SUMMARY:</b>	

The Administrative Office of the Courts advised court that additional CARES funding was available for items purchased during and due to COVID that were not previously budgeted. The Court purchased several items not previously budgeted to help implement remote working and remove court hearings. These items were submitted for reimbursement and approved by AOC for reimbursement.

**RECOMMENDED MOTION: I move to authorize the Mayor to accept CARES funding reimbursement from the Administrative Office of the Courts for items purchased by the Municipal Court due to COVID.**

**From:** Knutson, Sam <Sam.Knutson@courts.wa.gov>  
**Sent:** Wednesday, November 17, 2021 2:25 PM  
**To:** Suzanne Elsner  
**Subject:** [External!] RE: CARES funding  
**Attachments:** A19 CARES ACT.DOC; 2021\_11\_03\_09\_04\_31.pdf

External Email Warning! Use caution before clicking links or opening attachments.

Thank you Suzanne!

We are pleased to inform you that your application for CARES Act reimbursement funding of \$16,723 has been approved by the CARES Application Review Workgroup.

The CARES Act funds are a reimbursable agreement. In other words, after you have paid for the goods and/or services you must then submit an invoice voucher (A19) to the AOC for reimbursement. Along with the invoice voucher (A19), please include copies of documents/invoices that support the reimbursement request. I have attached a copy of the invoice voucher form (A19) to use for submitting the payment requests. You may submit electronic copies of the completed A19's and invoices and/or supporting documents.

Please submit completed A19's accompanied by supporting documentation to [sam.knutson@courts.wa.gov](mailto:sam.knutson@courts.wa.gov)

When submitting your A19 and supporting documentation for reimbursement, please reference **CARES379**

**Please note**, if you subsequently receive county/city funds for reimbursement of items funded by the AOC CARES Act funds, you are expected to return the AOC CARES funding to the AOC. You may, however, submit additional applications for reimbursement of other necessary items.

Please let me know if you have any questions or if I can help you in any way.

---

**From:** Suzanne Elsner [mailto:selsner@marysvillewa.gov]  
**Sent:** Wednesday, November 17, 2021 2:14 PM  
**To:** Knutson, Sam <Sam.Knutson@courts.wa.gov>  
**Cc:** Suzanne Elsner <selsner@marysvillewa.gov>  
**Subject:** CARES funding

**External Email Warning!** This email has originated from outside of the Washington State Courts Network. Do not click links or open attachments unless you recognize the sender, are expecting the email, and know the content is safe. If a link sends you to a website where you are asked to validate using your Account and Password, **DO NOT DO SO!** Instead, report the incident.

I am submitting this email to confirm that there was no local funding for the items requested in the CARES reimbursement request from the Marysville Municipal Court.

Please feel free to reach out if you need anything further from the court.

Thank you,

Suzanne Elsner  
Court Administrator  
Marysville Municipal Court  
360-363-8050



WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS  
 CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT [CARES]:  
 APPLICATION FOR CARES FUNDING

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 31, 2021.

Please contact Sam Knutson, AOC Comptroller, with questions [or to email your completed application along with supporting documentation] at [sam.knutson@courts.wa.gov](mailto:sam.knutson@courts.wa.gov) or 360-704-5528. **Your application must be signed/dated by the Presiding Judge/County Clerk.** The final deadline for applications is November 8, 2021. Applications will be reviewed and monies distributed as they are received.

1. Name and Title of Applicant: Lonnie Towers, Presiding Judge
2. Jurisdiction: Marysville     Supreme  COA  Superior  District  Municipal  County Clerk
3. Amount Requested: \$ 16,722<sup>88</sup>
4. Did your county or city receive CARES or other COVID relief funding?     No  Yes    Amount \$ 3,504,423<sup>80</sup>
5. Did your court [or county clerk's office if applicant is the county clerk] receive local or state CARES or other funding?     No     Yes    Amount \$ \_\_\_\_\_
6. Request Categories [Check All That Apply]

<input type="checkbox"/> PPE [Personal Protective Equipment]	<input checked="" type="checkbox"/> Technology	<input type="checkbox"/> Public Access Costs
<input type="checkbox"/> Pro Tem Judicial Officers	<input type="checkbox"/> Security/Baliff Services	<input type="checkbox"/> Other
<input type="checkbox"/> Non Judicial Staff, including overtime & temp costs	<input type="checkbox"/> Cleaning & Disinfecting Supplies/Services	[Specify] _____
<input type="checkbox"/> Facilities Acquisition/Redesign	<input type="checkbox"/> Juror Service Costs	

7. Expenditure Period [Check All That Apply]

<input type="checkbox"/> March 2020	<input checked="" type="checkbox"/> November 2020	<input checked="" type="checkbox"/> July 2021
<input type="checkbox"/> April 2020	<input checked="" type="checkbox"/> December 2020	<input checked="" type="checkbox"/> August 2021
<input type="checkbox"/> May 2020	<input checked="" type="checkbox"/> January 2021	<input checked="" type="checkbox"/> September 2021
<input type="checkbox"/> June 2020	<input checked="" type="checkbox"/> February 2021	<input checked="" type="checkbox"/> October 2021
<input type="checkbox"/> July 2020	<input checked="" type="checkbox"/> March 2021	<input checked="" type="checkbox"/> November 2021
<input type="checkbox"/> August 2020	<input checked="" type="checkbox"/> April 2021	<input type="checkbox"/> December 2021
<input type="checkbox"/> September 2020	<input checked="" type="checkbox"/> May 2021	
<input checked="" type="checkbox"/> October 2020	<input checked="" type="checkbox"/> June 2021	

MARYSVILLE MUNICIPAL COURT								
Actual / Projected	Date	Judicial Officer Pro Tem	Security/ Bailliff	Non Judicial Staff	Off-Site Facility Acq	Juror Service	Other	Total
Actual	Mar-20							\$0
Actual	Apr-20							\$0
Actual	May-20							\$0
Actual	Jun-20							\$0
Actual	Jul-20							\$0
Actual	Aug-20							\$0
Actual	Sep-20							\$0
Actual	Oct-20							\$0
Actual	Nov-20						\$12,602.30	\$12,602.30
Actual	Dec-20							\$0
Actual	Jan-21							\$0
Actual	Feb-21							\$0
Actual / Projected	Mar-21							\$0
Actual / Projected	Apr-21							\$0
Actual / Projected	May-21							\$0
Actual / Projected	Jun-21							\$0
Actual / Projected	Jul-21						\$89.62	\$89.62
Actual / Projected	Aug-21						\$197.38	\$197.38
Actual / Projected	Sep-21						\$1,581.99	\$1,581.99
Actual / Projected	Oct-21						\$2,301.59	\$2,301.59
Actual / Projected	Nov-21							\$0
Actual / Projected	Dec-21							\$0
<b>Sub Total</b>		\$0	\$0	\$0	\$0	\$0	\$16,772.88	\$16,772.88

<b>Funding Received</b>
Local
State
Federal
<b>Sub Total</b>
<b>Net</b>

							\$0
							\$0
							\$0
							\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$16,772.88	\$16,772.88

8. Are any of the costs associated with cross court support such as collaboration between court levels or with the county clerk's office? For example, a temporary facility that will be used by municipal, district, superior courts and/or county clerk's offices?  No  Yes [Explain]

(GO TO NEXT PAGE)



**9. Brief justification statement, including priority of costs for potential reimbursement. [Attach Additional Pages As Needed]**

As many courts have experienced during the global pandemic work needed to be completed in a different manner to keep both the public and court staff safe and healthy. Marysville Municipal Court almost immediately moved to remote hearings and continued to look for ways to keep access to justice the paramount priority.

A lot of this adjustment required technology needs which were not budgeted for in the 2020 or 2021 budget at the municipal court.

The court created a ZOOM ROOM to allow access to the remote hearings for individuals who did not have internet access or access to a camera on their computers. In order to complete the process the court needed to amplify the WIFI capability in the courthouse. The purchase of a WIFI amplifier was completed but not previously budgeted.

As COVID numbers continued to rise in Snohomish County, the Marysville Municipal Court took several steps to separate staff so they were not located in the same areas. This included the judges, court management and probation for remote work capability. To complete this process technology equipment was needed and the court was able to purchase, unbudgeted, monitors, laptops, printers and scanners in order to help the Judge and Court Management to continue their daily tasks from remote locations.

**Priority list of reimbursement-**

**Dell Laptops- \$12,602.30**

**WiFi Apapter- \$89.62**

**Adobe Pro Licenses- \$330.65**

**Snapscan Scanners- \$807.27**

**Laptop Docks- \$1581.99**

**HP All-in-One Printers \$884.97**

**Monitor-\$278.70**

**Monitor-\$197.38**

**(GO TO NEXT PAGE)**

**Presiding Judge/County Clerk**

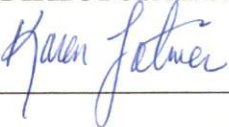
**Signature** *Lorrie Towers*

**Date** November, 3, 2021

# *Index #9*

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

**CITY COUNCIL MEETING DATE: December 13, 2021**

<b>AGENDA ITEM:</b>	
Enterprise Fleet Management Vehicle Lease Associated Agreements	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
JR Myers, Public Works Services Supervisor	
<b>DEPARTMENT:</b>	
Public Works – Fleet Division	
<b>ATTACHMENTS:</b>	
Amendment to Master Equity Lease Agreement Maintenance Management and Fleet Rental Agreement Consignment Auction Agreement Agreement to Sell Customer Vehicles Enterprise Credit Application	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
50100048 564000 2101	\$
<b>SUMMARY:</b>	
<p>On November 8, 2021 City Council authorized the Mayor to sign the Master Equity Lease Agreement with Enterprise Fleet Services for the leasing of City Fleet vehicles. During the process of signing the agreement, the City was presented with associated documents from Enterprise that are part of the overall leasing process and also require the Mayor’s signature.</p> <p>These documents are:</p> <p>Amendment to Master Equity Lease Agreement Maintenance Management and Fleet Rental Agreement Consignment Auction Agreement Agreement to Sell Customer Vehicles Enterprise Credit Application</p>	

**RECOMMENDED MOTION:**  
Staff recommends that Council authorize the Mayor to sign and execute the Amendment to the Master Equity Lease Agreement, the Maintenance Management and Fleet Rental Agreement, the Consignment Auction Agreement, the Agreement to Sell Customer Vehicles, and the Enterprise Credit Application with Enterprise Fleet Services.

**Enterprise**  
**FLEET MANAGEMENT**

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 9 day of Nov, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 9 day of Nov, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Marysville ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of ~~Missouri~~ Washington (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

\_\_\_\_\_  
City of Marysville (Lessee)

RL AB  
\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By Brock Griffith

Title: \_\_\_\_\_

Title: Finance Manager

Date Signed: \_\_\_\_\_

Date Signed Nov. 9th, 2021





### MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 9th day of November 2021, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Marysville (the "Company").

WITNESSETH:

**1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

**4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

**5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

**7. NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM BE Customer \_\_\_\_\_

8. FEES: EFM will charge the Company for the service under this Agreement \$ 6 per month per Card, plus a one time set-up fee of \$ 0.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Marysville

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: 1049 State Ave, # 101  
Marysville, WA 98270

Date Signed: \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: *BG*

By: Brock Griffith

Title: Finance Manager

Address: 500 Naches Ave SW  
Renton, WA 98057

Date Signed: Nov 9<sup>th</sup> 2021

Initials: EFM BG Customer \_\_\_\_\_





**enterprise**  
**FLEET MANAGEMENT**

**CONSIGNMENT AUCTION AGREEMENT**

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Marysville (hereinafter referred to as "CUSTOMER") on this 9th day of November, 2021 (hereinafter referred to as the "Execution Date").

**RECITALS**

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of City Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

**TERMS AND CONDITIONS**

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited to, Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.



8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature:

*BG*

Printed Name:

Brock Griffith

Title:

Finance Manager

Date Signed:

Nov 9<sup>th</sup> 2021

"CUSTOMER"

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date Signed:

\_\_\_\_\_



**enterprise**  
FLEET MANAGEMENT

**AGREEMENT TO SELL CUSTOMER VEHICLES**

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Marysville (hereinafter referred to as "CUSTOMER"), on the other hand on this 9th day of November, 2021 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 400 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.



6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: \_\_\_\_\_

*BG*

Printed Name: \_\_\_\_\_

**Brock Griffith**

Title: \_\_\_\_\_

**Finance Manager**

Date Signed: \_\_\_\_\_

*Nov 9<sup>th</sup> 2021*

"CUSTOMER"

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Schedule 1

Enterprise Leasing Company of STL, LLC  
 Enterprise Leasing Company of Georgia, LLC  
 Enterprise Leasing Company of Florida, LLC  
 Enterprise Leasing Company of KS LLC  
 EAN Holdings, LLC  
 Enterprise Leasing Company of Orlando, LLC  
 Enterprise Leasing Company of Indianapolis, LLC  
 Enterprise Rent-A-Car Company of Boston, LLC  
 Enterprise Leasing Company of Denver, LLC  
 Enterprise Leasing Company of Chicago, LLC  
 Enterprise RAC Company of Maryland, LLC  
 Enterprise Leasing Company of Philadelphia, LLC  
 Enterprise RAC Company of Baltimore, LLC  
 Enterprise Leasing Company of Minnesota, LLC  
 Enterprise Leasing Company of Detroit, LLC  
 Enterprise Leasing Co of Norfolk/ Richmond, LLC  
 Enterprise Rent-A-Car Co of San Francisco, LLC  
 ELRAC, LLC  
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
 Enterprise Rent-A-Car Company of Los Angeles, LLC  
 Enterprise RAC Company of Cincinnati, LLC  
 CLERAC, LLC  
 Enterprise Rent-A-Car Company of Pittsburgh, LLC  
 Enterprise Rent-A-Car Company of Wisconsin, LLC  
 Enterprise Rent-A-Car Company of UT, LLC  
 CAMRAC, LLC  
 Enterprise Rent-A-Car Company of Rhode Island, LLC  
 Enterprise Leasing Company of Phoenix, LLC  
 Enterprise Leasing Company- Southeast, LLC  
 Enterprise Leasing Company- West, LLC  
 Enterprise Leasing Company- South Central, LLC  
 PENRAC, LLC  
 Enterprise Rent-A-Car Company of KY, LLC  
 Enterprise Rent-A-Car Company - Midwest, LLC  
 Enterprise RAC Company of Montana/Wyoming, LLC



Please complete all applicable items.

Company Name City of Marysville Credit Applicant \_\_\_\_\_ Year Business Started 1878  
 Street Address 1049 State Avenue City Marysville State WA Zip 98270  
 E-mail \_\_\_\_\_ Phone # 360-363-8000 Fax # \_\_\_\_\_  
 Government Entity Type:  State  County  City  Other: \_\_\_\_\_  
 Type of Business City Government Duns Number \_\_\_\_\_  
 Parent Company or Affiliates(Name & Address): \_\_\_\_\_

**PRIMARY CONTACT INFORMATION**

Name \_\_\_\_\_ E-mail \_\_\_\_\_ Phone # \_\_\_\_\_  
 Fleet Manager Address \_\_\_\_\_

**FINANCIAL INFORMATION**

Are your books prepared by an outside Accountant?  Yes  No  
 Accountant Name \_\_\_\_\_ Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

**ENCLOSING WITH APPLICATION**

Three years of Financial Statements (with footnotes)  Audited  Opinioned  Internal  
 Published Annual Reports  Yes  No  
 Income Tax Returns (3 years)  Yes  No  
 Other Items Included: Financial reports available on City website  
 Federal ID Number: \_\_\_\_\_  
 Fiscal Year End (Month): \_\_\_\_\_

**CURRENT VEHICLE SUPPLIER**

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

**INSURANCE**

Company \_\_\_\_\_ Agent \_\_\_\_\_ Policy # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

## ACH AUTHORIZATION AGREEMENT

### LESSEE INFORMATION

Company Name \_\_\_\_\_ FEIN \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Email Address \_\_\_\_\_

### BANK INFORMATION

Bank Name \_\_\_\_\_ Checking Account Only \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Bank Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 ABA / Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**\*\*PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE\*\***

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

### STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed \_\_\_\_\_ (Title) for \_\_\_\_\_ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title

Bond Rating: \_\_\_\_\_ Rating Agency: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

_____	_____
Print Name	Title
_____	_____
Signature	Company Name
_____	
Date	

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.


# *Index #10*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 13, 2021**

<b>AGENDA ITEM:</b>	
R&D Masonry (PA21-033) – Easement Modifications	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Ken McIntyre, Development Services Manager	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
1. Relinquishment of Easement 2. Drainage Easement (New) 3. Easement Modification Exhibit	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	

R&D Masonry proposes a new warehouse building at 13120 41<sup>st</sup> Ave NE. There is currently a “drainage/screening” easement occupying the westerly and southerly 20-ft of the parcel. When the plat for this area was recorded, it appears that a ditch was intended to be constructed along the western and southern edges of this parcel. However, it was actually constructed along the west edge of this parcel, and the north edge of the adjacent lot, immediately south of this parcel. The ditch on the adjacent parcel lies within a separate 20-ft easement which will not be affected by this proposal.

The project is proposing to replace the ditch on the west side of the property with a culvert, which allows the ditch to be filled-in. The project also proposes a reduction of the easement on the west side of the property from 20-ft to 15-ft, since access to the entire ditch is no longer needed. The City would typically require a 15-ft public easement for new storm drainage features such as the proposed culvert, so the proposal is consistent with City standards. The proposed culvert will discharge to the existing ditch immediately south of the project site.

Since there are no drainage features within the south 20-ft of the subject parcel, the project is requesting that the easement on the south edge of the parcel be released completely. Stormwater in the area is conveyed by an existing ditch immediately south of the parcel, which lies in its own separate easement, so the easement along the south edge of the subject parcel is not needed by the City.

The requested easement modification is being accomplished by releasing the entire drainage/screening easement on the property, and recording a new easement encumbering the westerly 15-ft of the property.

**RECOMMENDED MOTION:**  
 I move to authorize the Mayor to sign and execute the Relinquishment of Easement and Drainage Easement.



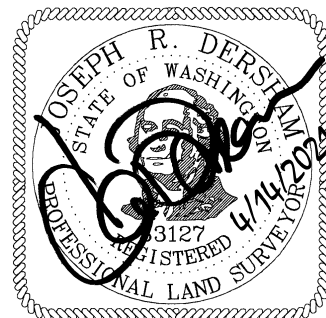
# EXHIBIT A

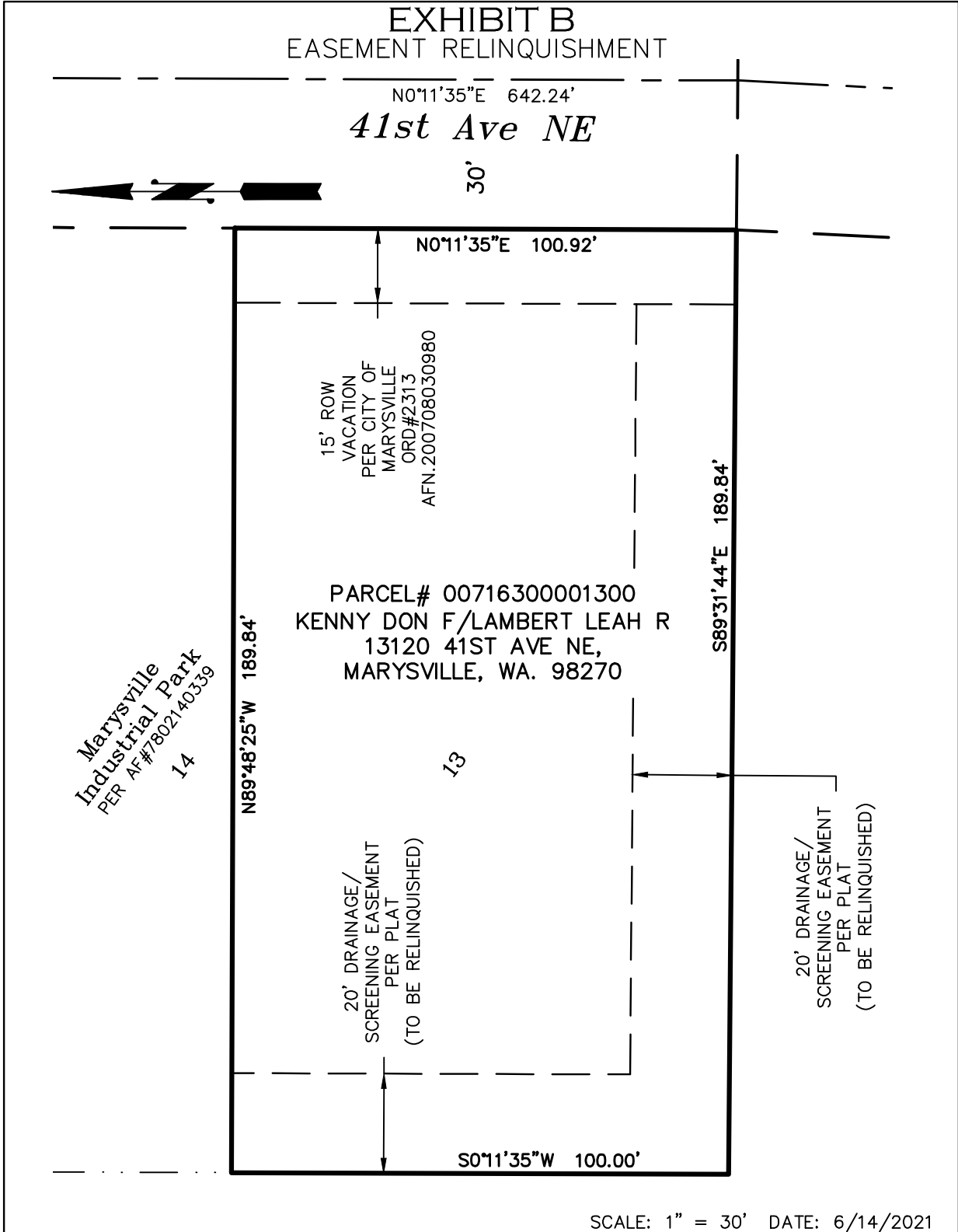
20' DRAINAGE AND SCREENING  
EASEMENT RELINQUISHMENT  
(LEGAL DESCRIPTION)

THE WEST AND SOUTH 20.00 FOOT DRAINAGE AND SCREENING EASEMENT OF LOT 13, NORTHWEST INDUSTRIAL PARK, ACCORDING THE PLAT THEREOF, RECORDED IN VOLUME 43, OF PLATS, PAGES 177 THROUGH 179, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

BENCHMARK SURVEYING LLC  
RD MASONRY – 13120 41ST AVE NE  
6/14/2021





SCALE: 1" = 30' DATE: 6/14/2021

BENCHMARK SURVEYING LLC  
 11915 44TH DR. SE  
 EVERETT, WA 98208  
 206-396-3199

**EASEMENT RELINQUISHMENT**  
**CITY OF MARYSVILLE**  
**RD MASONRY - 13120 41ST AVE NE** 1 OF 1

**Exhibit "C"****Property Legal Description**

Lot 13, NORTHWEST INDUSTRIAL PARK, according to the plat thereof recorded in Volume 43 of Plats, pages 177 through 179, inclusive, records of Snohomish County, Washington. TOGETHER WITH that portion of vacated 41<sup>st</sup> Avenue, NE, that would attach by Operation of Law. SITUATE in the County of Snohomish, State of Washington.

TPN: 00716300001300

When recorded, return to:

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

Document Title: Drainage Easement  
Grantor: Don Kenney  
Grantee: City of Marysville

Legal Description: Section 4 Township 30 Range 5 Quarter NW - NORTHWEST  
INDUSTRIAL PARK BLK 000 D-00 - LOT 13 TGW VAC 41ST  
AVE NE PER CITY OF MAR ORD #2313 REC AFN 200705140512  
& 200708030980

Assessor's Property Tax Parcel Numbers: 00716300001300

**DRAINAGE EASEMENT**

This Drainage Easement (the "Easement") is made and entered into as of the date of the last signature below, by and between [R&D Masonry] (the "Grantor") and the City of Marysville, a municipal corporation of the state of Washington (the "Grantee").

**RECITALS**

WHEREAS, Grantor is the owner of the property commonly known as 13120 41st Avenue NE, Marysville, the legal description of which is attached hereto as Exhibit C (the "Property").

WHEREAS, the Grantor desires to grant the Grantee a drainage easement over a portion of the Property.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

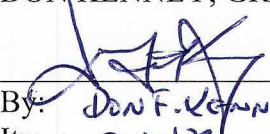
1. Drainage Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants to the Grantee a non-exclusive easement across, over, and under that portion of the Property as described in Exhibit A and depicted in Exhibit B (the "Easement Area"), for the purpose of installing, maintaining, accessing, improving, inspecting, and repairing drainage facilities (the "Easement"). Such drainage facilities may include any type of system designed to collect, convey, or control the flow of water, including but not limited to ditches and underground pipes.
2. Use of Easement Area. Grantor may not place any structures, fences, or other obstructions in the Easement Area.
3. Runs with the Land; Successors and Assigns. The Easement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
4. Warranty. The Grantor covenants to the Grantee that Grantor is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey the same and to grant the Easement; that the Easement Area is free and clear of all encumbrances; and that Grantor will forever warrant and defend title to the Easement and the quiet possession of it against the lawful claims and demands of all other persons whomsoever.
5. Governing Law. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County.
6. Exhibits. The attached Exhibits are incorporated into and shall be considered a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Easement to be duly signed as of the day and year first above written.

**[SIGNATURES ON FOLLOWING PAGE]**

DON KENNEY, GRANTOR:

CITY OF MARYSVILLE, GRANTEE:

  
By: Don F. Kenney  
Its: DWN:JK  
DATE: 11/15/2021

\_\_\_\_\_  
Jon Nehring, Mayor  
DATE: \_\_\_\_\_



STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of  
Washington  
Residing at (city):

\_\_\_\_\_  
My commission expires:  
\_\_\_\_\_

STATE OF WASHINGTON )

\_\_\_\_\_ )  
COUNTY OF SNOHOMISH )

On this day, before me personally appeared Don Kenney, to me known to be the Owner of 13120 NE 41st, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this 15 day of November,  
2021



Caprice King  
 (Notary Signature)

CAPRICE KING  
 (Print Name)

NOTARY PUBLIC in and for the State of  
 Washington

Residing at (city):  
mapleville

My commission expires:  
7/28/22

# EXHIBIT A

15' DRAINAGE EASEMENT  
(LEGAL DESCRIPTION)

THE WEST 15.00 OF LOT 13, NORTHWEST INDUSTRIAL PARK, ACCORDING THE PLAT THEREOF, RECORDED IN VOLUME 43, OF PLATS, PAGES 177 THROUGH 179, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF VACATED 41ST AVENUE NE, THAT WOULD ATTACH BY OPERATION OF LAW.

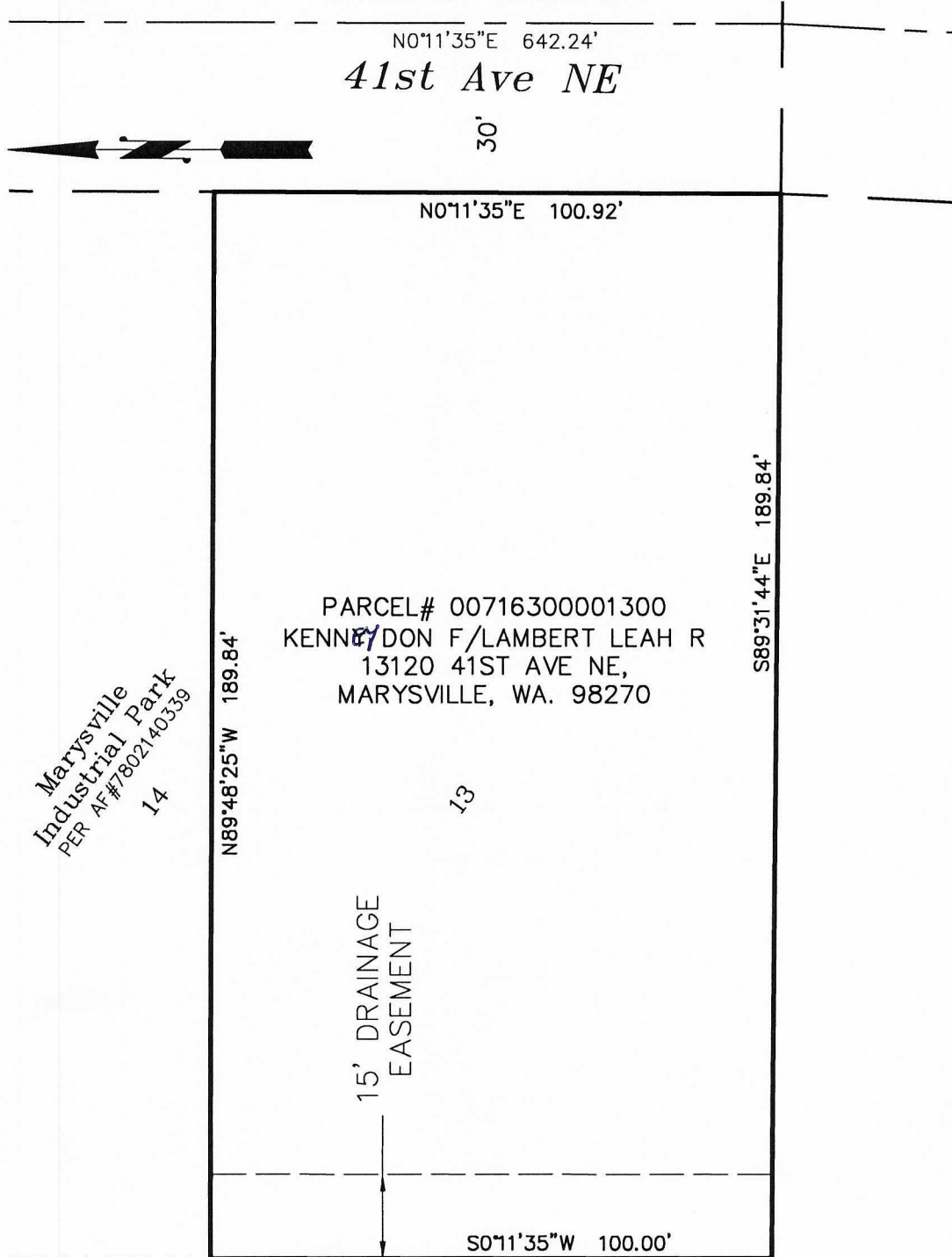
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

(CONTAINING APPROXIMATELY 1,501 SQ.FT.)

BENCHMARK SURVEYING LLC  
RD MASONRY - 13120 41ST AVE NE  
6/14/2021



EXHIBIT B  
DRAINAGE EASEMENT



SCALE: 1" = 30' DATE: 6/14/2021

BENCHMARK SURVEYING LLC  
11915 44TH DR. SE  
EVERETT, WA 98208  
206-396-3199

**DRAINAGE EASEMENT**  
**CITY OF MARYSVILLE**  
**RD MASONRY - 13120 41ST AVE NE** 1 OF 1








# *Index #11*

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

**CITY COUNCIL MEETING DATE:** 12/13/21

<b>AGENDA ITEM:</b>	
Acceptance of Therapeutic Court Grant from Administrative Office of the Courts	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Suzanne Elsner	
<b>DEPARTMENT:</b>	
Municipal Court	
<b>ATTACHMENTS:</b>	
Grant and Approval Letter	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$307,817.00
<b>SUMMARY:</b>	

The Municipal Courts of Everett and Marysville submitted a grant request to the Administrative Office of the Courts for a Therapeutic Court grant. The joint grant project will allow the courts to provide substance abuse evaluations at the court by a licensed drug and alcohol evaluator. The courts will be developing a program to process people who are eligible for the evaluation and provide resources to services.

**RECOMMENDED MOTION: I move to authorized the Mayor to accept the Therapeutic Court Grant from the Administrative Office of the Courts in the amount of \$307,817.00 to help the Marysville Municipal Court develop a Therapeutic Court program with the Everett Municipal Court.**



# WASHINGTON COURTS

ADMINISTRATIVE OFFICE OF THE COURTS

Dawn Marie Rubio, J.D.  
State Court Administrator

## SENT VIA EMAIL

October 29, 2021

### ATTN:

Lorrie Towers, Presiding Judge  
Suzanne Elsner, Administrator  
Marysville Municipal Court  
1015 State Ave  
Marysville, WA 98270-4240

Amy Kaestner, Presiding Judge  
Sharon K. Whittaker, Administrator  
Everett Municipal Court  
3028 Wetmore Ave  
Everett, WA 98201-4018

**Subject:** Award Letter for SB 5476 Therapeutic Court Grant Program

We are pleased to inform you that the Administrative Office of the Courts (AOC) has reviewed your recent grant application, and has chosen to award you a grant in the amount of **\$307,817.00**.

The amount awarded may differ from the amount you requested. AOC adjusted all funding requests to start in December 2021 and end at the conclusion of FY23 (July 2023). If you have any questions about how your award was recalculated, please reach out to Stephanie Oyler at [Stephanie.Oyler@courts.wa.gov](mailto:Stephanie.Oyler@courts.wa.gov).

It is the intention of AOC that the grant be used to identify individuals before Marysville Municipal Court and Everett Municipal Court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions as described in your grant application. This award letter explains the responsibilities and expectations of grant recipients.

You will receive a Grant Agreement formalizing the terms of your award and a blank A-19 form in November. Grant recipients must sign the Grant Agreement and complete an A-19 form within ten days of receipt, and specify the contract manager, including their contact information. Once the Grant Agreement and accompanying A-19 form are signed and returned to AOC, the award monies will be dispersed.

### Award Disbursement

Your award will be split into two disbursements. Recipients will receive the first half of their award (\$153,908.50) in December 2021, and the second half of their award (\$153,908.50) in July 2022.

Award monies will be divided into one of four cost categories. Cost categories will dictate how an award can be spent. The cost categories are as follows:

- Personnel Salaries & Benefits
- Staff Equipment & Training



- Treatment Services (therapeutic services specifically designed to address SUD and MH) & Compliance Monitoring
- Other Participant Services (other supportive services meant to ensure participant success- i.e. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water and snacks, but excluding program incentives that would constitute a "gift."

The table below will show how your award must be distributed amongst the cost categories. A recipient is allowed to move award monies between categories if it less than 10% of the total award amount. If a recipient wishes to move more than 10% of the total award between cost categories, the recipient must have permission from AOC.

<i>Personnel</i>	<i>Staff Equipment &amp; Training</i>	<i>Treatment Services</i>	<i>Other Participant Services</i>	<i>Total Award</i>
\$307,817.00	\$0.00	\$0.00	\$0.00	\$307,817.00

### Reporting Requirements

Award recipients will be required to report quarterly to AOC on the impact of the award on their court and the effectiveness of their therapeutic court program at the dates listed below:

First Report due April 30, 2022

Second Report due September 31, 2022

Third Report due February 28, 2023

Fourth Report due June 30, 2023

Reports should include the number of individuals engaged in your therapeutic court program for that quarter, a detailed list of the services provided to individuals involved in the program for that quarter, the cost of those services and a description of the challenges faced by your therapeutic court program.

Reports should be submitted to [Stephanie.Oyler@courts.wa.gov](mailto:Stephanie.Oyler@courts.wa.gov).

If you have any questions regarding the terms expressed in this letter, please contact Brittany Gregory at [Brittany.Gregory@courts.wa.gov](mailto:Brittany.Gregory@courts.wa.gov).

Respectfully,



Christopher Stanley  
Chief Financial and Management Officer

cc: Dawn Marie Rubio, State Court Administrator  
Brittany Gregory, Associate Director of Judicial and Legislative Relations  
Stephanie Oyler, Court Association Coordinator

**Application for Therapeutic Court Funding**

1. **Name & Title:** Lorrie Towers Presiding Judge & Amy Kaestner Presiding Judge
2. **Phone Number:** (360) 363-8050, (425) 257-8778
3. **Email:** [ltowers@marysvillewa.gov](mailto:ltowers@marysvillewa.gov) [akaestner@everettwa.gov](mailto:akaestner@everettwa.gov)
4. **Are you the presiding Judge of your court?:** Yes
5. **Jurisdiction:** City of Marysville, City of Everett
6. **County:** Snohomish

**7. Amount Requested:** \$427,872

**8. Currently Receiving other Funding -** No

**9. From the following three options, select the option that best represents your court's current position. Please only select one.**

My court does not have an existing program or resources to address substance use disorders or other behavioral health needs.

**Please describe your court's proposed program, including your planned start date and target population:**

Three Cities, Everett, Lake Stevens and Marysville, representing over 215,000 citizens are combining to offer a new and innovative program for misdemeanor drug cases. A new perspective on criminal justice is needed. We are proposing a new pilot project that offers accelerated yet meaningful treatment solutions for justice-involved individuals. Upon funding, our program intends to:

- offer SUD assessments at the earliest intercept at the Courthouse
- accelerate enrollment into drug programs
- provide peer support services
- utilize case management services to manage cases to successful outcomes

**Start Date:** January 1, 2022.

**Target population:** Adults with substance use disorders (SUD) who have been charged with misdemeanor crimes in Everett and Marysville Municipal Courts.

The Everett and Marysville Municipal Court SUD program will be a pre-conviction therapeutic, problem-solving court. This program will use continuous and intense judicially supervised treatment and services to reduce recidivism of offenders whose conduct has been linked to substance use disorders. It is designed for rapid access to Substance Use Disorder Assessments and shorten the time between assessment and entry into SUD treatment.

The SUD Court Team includes the Judge, Prosecutor, Public Defender, Judicial Assistant, Court Administrator, SUD Liaison, Mental Health Professional (MHP) and a Peer Advocate.

The Liaison role, staffed by a Licensed SUD professional, brings an understanding of SUD and the complex challenges people living with SUD may contend with across various life domains. The SUD Liaison is knowledgeable of service providers throughout Everett and Snohomish County, and how to facilitate engagement with their programs.

A key component of the proposed program (necessitating the SUD credential for the Liaison role) is the commitment to provide access to an appropriate assessment in a timely manner. The goal will be to provide the assessment on the day of arraignment or as closely thereafter as is possible. The results of the assessment, based on the American Society of Addiction Medicine (ASAM) placement criteria, will determine the course of care through this program. Additional support for co-occurring mental health disorders will be provided by the Mental Health Professional.

Should the defendants require Detox, Inpatient, Intensive Outpatient, Outpatient or Alcohol Drug Information School (ADIS) services, the Liaison will assist with appropriate program placements.

The Court recognizes that the path for recovery for many defendants must include additional support services to help individuals move through the stages of change and towards the path to recovery.

The SUD Court program will provide support to:

1. **Achieve Stability:** Enrollment in treatment per the assessment findings. Interventions can include helping defendants engage with a housing navigator, employment specialist and mental health services.
2. **Community Responsibility:** Interventions and engagement may include exploring jobs, volunteer opportunities, continuing education, vocational training, certifications, achieving their GED, etc.
3. **Sustainability:** Maintaining treatment compliance and ensuring that established supports will be adequate for ongoing success.

These supports may be provided through both 1:1 and peer support group contacts with the Liaison and/or Peer Advocate. Additional support will be provided through incentives and emergency (flex) funds for active engagement and progress throughout the prescribed programs

Currently, both Everett and Marysville offer a limited-entry alternative called Mental Health Alternative program ("MAP"). The MAP program has existed in Everett for seven years; and for three years in Marysville. This program specializes in mental health cases and services for co-occurring disorders. A typical MAP treatment plan emphasizes counseling and mental health support. The MAP program is structured as a long-term, multi-year approach. A typical MAP case will last for 18 months; many last much longer than 18 months. Both the Everett and Marysville MAP programs contribute \$50,000 annually for case management/Court liaison services. These funds are paid from the general operating budget of the respective cities and are renewed annually as part of a regular budget review process.

The pilot project proposed would be separate and distinct from MAP in three primary ways. First, the pilot is focused on drug cases. Second, rapid assessment and rapid entry will be points of emphasis for the pilot. Third, successful outcomes for the pilot will be measured using a graduated scale, in a timeframe much shorter than 18 months.

**10. Briefly explain how your court's program will comply with evidence-based best practices if chosen to receive grant funding.**

Evidence based service provisions and referrals will be guided by:

- a. ASAM Placement Criteria
- b. GAIN Short Screen findings
- c. Researched and evidenced-based screening tools to establish treatment plans which may include PHQ9 and the Generalized Anxiety Disorder Scale
- d. Moral Reconciliation Therapy (MRT)
- e. Motivational interviewing
- f. Relapse prevention
- g. Medication-Assisted Treatment (MAT)

Utilizing these services for guidance, the SUD and the MH professional will utilize each one when it is needed for the successful placement, treatment and compliance of the participant. In being able to provide experiential and professional discretion to each individual case, the SUD and MH professionals can then utilize the correct services that are appropriate for the respective needs of the individual participants. This model will provide for a more effective and more targeted approach to treatment that both utilizes important evidence-based practices, while also maintaining a level of mailability to meet the participants where they are.

An example of one of the evidence-based practices is, Medication-Assisted Treatment ("M-A-T"). National organizations have reported evidence-based clinical trials showing that MAT is efficacious for drug disorder treatment outcomes. \* The Care Team for this pilot project embraces MAT as one of the effective tools for treatment protocols. Federal D.O.J. grants to drug courts list FDA-approved medications as one of 11 effective components of practice. \*\*

Additionally, the new jail at the Marysville Civic Campus (scheduled Opening date 2022) includes a medication room where jail inmates can receive Methadone. This not only prevents the horrible symptoms of acute withdrawal, but also allows a justice-involved individual to accomplish continuity of treatment and alleviates other drug-seeking behaviors.

This, in addition to the other evidence-based practices, will be available for the SUD and MH professionals to provide them with the right tools, giving them the best possible support and making the biggest impact for program participants.

**11. Briefly explain how your court's program addresses/will address racial inequities and increase access to the courts.**

Marysville and Everett Municipal Court judges are all members in good standing of the District and Municipal Court Judge's Association (DMCJA). The DMCJA Board of Governors recently reaffirmed its commitment to eliminating barriers to equal justice and to reinvigorate its leadership in this area. The DMCJA Diversity Policy Statement expresses a twofold imperative that judges must ensure that persons of diverse backgrounds and experiences are treated with respect and understanding in their courtrooms, courthouses, and communities, and they must implement diversity participation in all aspects of their individual court operations. Our program will effectuate these DMCJA standards in two ways: (1) All referrals to the SUD Professional will be maintained by Bridgeways by way of an intake form, which will

include demographic data and will record the outcome of the referral (e.g. date referred, accepted or not, participation, completion); (2) Participants will be required to complete a survey documenting their perceptions of procedural justice during their participation in drug treatment court.<sup>1</sup> Survey questions are set out below. Participants will be asked to respond with their choice of Strongly Disagree / Disagree / Undecided / Agree / Strongly Agree

### Respect

- Overall you were treated with respect in court
- The security court officers treated you respectfully
- The judge treated you respectfully
- The prosecutor treated you respectfully

### Voice

- In court, your defense attorney spoke up on your behalf
- The judge listened to your side of the story before making a decision
- In court, you had the opportunity to express your views

### Understanding

- You were always able to find your courtroom
- Signs were clearly posted to explain any rules in the courtroom
- The judge made sure you understood what was going on
- In court, you understood what was going on
- Whenever your case wasn't heard right away, someone explained the wait
- Each time you left court, you understood what you had to do next

### Neutrality

- You were treated differently because of your age, income, sex, race, other

### Overall Feelings

- Overall, you felt the outcome of your case was fair

Survey results will be reviewed by the SUD Court Team at quarterly meetings. The Team will research and implement best practices to address any indication of racial inequity or lack of access to the courts. Examples of remedial measures: Follow-up / counseling with any court staff or SUD Court Team members who were identified as not respectful, judicial attendance at Continuing Judicial Education on effective listening, follow-up with court administrative staff to help correct confusing aspects of court facilities.

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<sup>1</sup> The survey questions are adapted from the publication "What do Defendants *Really* Think?", by Rachel Swaner, Cassandra Ramdath, Andrew Martinez, Josephine Hahn, and Sienna Walker, published on the Center for Court Innovation website.

**12. Briefly explain how your court collaborates with other courts and community partners to address SUD and the behavioral health needs of defendants.**

Everett Municipal Court collaborates with the Snohomish County District Court to provide in-house Moral Reconation Therapy. The program is facilitated by probation officers from both courts. The program cost is only \$250 total, making it substantially more affordable for offenders who cannot afford similar programs outside the court. Everett Municipal Court has also informally collaborated with Marysville Municipal Court by assisting them in establishing a Mental Health Alternatives Program.

Everett Municipal Court's Assistant Court Administrator works with the Everett Mayor's project team that has been established to address issues related to chronically homeless individuals. The Team also includes staff from the Mayor's office, the Community Development Division of the Community, Planning & Economic Development Department, the Police Department, the Legal Department, the Fire Department, and Public Works. The core areas of Everett's approach include diversion and treatment, and the team specifically recognizes that chronic homelessness is often a result of untreated/undertreated mental and behavioral health conditions and addiction. The team seeks to connect people to opportunities for treatment and services, including Law Enforcement Assisted Diversion, Snohomish County Dedicated Crisis Responders, Everett Municipal Court Day Reporting and MAP programs, external treatment providers, and State-mandated referrals for services by law enforcement under ESB 5476.

The City of Marysville believes in a diverse, thriving, and equitable community. Mayor Nehring formed a Diversity Council as an advisory body for the city. Established in 2010, the Mayor's Diversity Advisory Committee (DAC) works to identify issues, prioritize support, and ensure that the diverse character of the community is represented in decision-making processes with regards to diversity and inclusion. Committee members should reflect the racial, ethnic, and socioeconomic diversity of the Marysville-Tulalip area.

The City of Marysville is adjacent to the Tulalip Tribal Reservation. The judges at Marysville Municipal Court have collaborated with Tulalip Tribal judges in the past on areas of common interest. This pilot project offers an opportunity to expand that working relationship with the Tribal Court. One example would be the Tribal Court Wellness Program, which offers no-cost drug treatment services to enrolled tribal members.

The Marysville Police force, under the leadership of Chief Eric Scairpon and Asst. Chief Jim Lawless, are adapting to more community-oriented areas of service. Rochelle Long is an embedded Social Worker (ESW) who works with unhoused individuals and attempts to provide wrap-around support for disadvantaged individuals. A new program allows a Mental Health worker (MHW) to be embedded with police patrols. The city shares three mental health embedded workers with three other entities. This allows for de-escalation of police force in situations where mental crises, not criminal behavior, are reported to 911.

Currently, there are no service providers for SUD assessments in the City of Marysville. Pre-Covid, the Catholic Community Services (CCS) non-profit agency offered SUD assessments to Medicaid and uninsured individuals. The Marysville office has been closed for a year, with no indication of re-opening. This pilot project envisions partnering with Bridgeways to offer low-barrier access to treatment. A specific goal of the Care Team is to have the capability of offering SUD assessments to justice-involved individuals on the first day of contact.

Additionally, both courts are partnering with Bridgeways, a clinical services provider within the city of Everett to utilize their experience and expertise in the process of building the SUD court program. Bridgeways has 40 years of experience providing much needed services to Snohomish County with a mission focus on providing those living with a mental health concern a better quality of life through housing, employment, and court programs. In particular, Bridgeways has been working with the Everett and Marysville courts to implement and manage their respective MAP programs. With seven years in Everett and three years in Marysville, Bridgeways has a successful record of implementing and sustaining similar kinds of court programs that are effective and fully funded year after year. The combined expertise and success of the partnership between the courts and Bridgeways will allow for guaranteed and sustainable success of the SUD court program.

**13. Provide a justification statement, including priority of costs for potential funding. Please complete the Excel grid (separate document) and submit with this application form.**

The City of Everett, with a current population of over 112,000, is the largest city in Snohomish County, the county seat, and the 7<sup>th</sup> largest city in Washington. The average household income in Everett is \$78,435 with a poverty rate of 12.81%. The population for the City of Marysville is over 70,00 with an average household income of \$90,278. The poverty rate is 7.23%. Lake Stevens' population is over 35,000, with the average household income of \$103,706 and a poverty rate of 6.82%. All non-felony crimes that occur within the Everett and Marysville city limits are filed into Everett Municipal Court and Marysville Municipal Court, respectively. Currently the process for getting criminal defendants into SUD treatment after they are charged with crimes is slow and ineffective. Both Courts only hear recommendations from the parties for SUD treatment at the time of sentencing, which is usually several months after the violation date. In addition, if a sentence includes jail time, that jail time has nearly always already been served by the time of sentencing. These two dynamics disincentivize defendants from following through with a required SUD assessment and treatment. The problem is exacerbated by the limited availability of publicly funded SUD assessments and treatment since the start of the COVID-19 pandemic.

The goal of our program is to enhance the likelihood that a defendant will successfully become involved in SUD treatment. The SUD professional will do the assessments several months earlier in an individual's criminal case and having the SUD professional at the courthouse at the time of first appearance will eliminate many existing barriers and vastly improve access to services. The SUD professional will also work with court staff and, as appropriate, with each city's executive branch staff, to recognize the needs in each community, craft local solutions, and assist in integrating and coordinating with existing behavioral health programs and with outreach to persons of color and under-served populations.

The applicants for this grant are the Cities of Everett, Marysville and Lake Stevens. Criminal cases in Everett are filed at Everett Municipal Court; cases in Lake Stevens and Marysville are filed at Marysville Municipal Court. The power of three cities, combined into one entity, is significant. If one were to create a single city from these three, it would look like:

Everett	112,249
Marysville	70,298
Lake Stevens	<u>32,487</u>

TOTAL 215,034

A combined city of 215,034 represents the 4<sup>th</sup> largest city in the state, trailing only Seattle, Spokane, Tacoma. \* It would be the largest city by far in the 3<sup>rd</sup> most populous County in the state. \*\*

The Pilot Program funding request is for \$427,863.00 for the two-year term. This amount represents startup costs of \$16,055 and an ongoing cost of \$17,159/month in direct labor and benefits, overhead and service provision supports. To properly manage the program and meet the needs of the combined cities, staffing will include:

- 1.0FTE SUDP/Court Liaison,
- .5FTE Peer Advocate,
- .5FTE Mental Health Professional/Supervisor
- .05 Clinical Director

To put this into perspective, the annual cost per resident equates to \$0.96.

**14. Provide a description of the reporting measures you have in place/will put in place to measure the impact of additional funding on your therapeutic court program.**

In order to provide for the most accurate and impactful reporting measurements, Bridgeways will prioritize only the most necessary data to provide a clear picture of the program's impact on its participants. This will begin with a focus on rapid turn-around assessments, providing them as early as when a defendant first enters the courthouse (this typically being upon arraignment). This model will provide Judges with a less crowded queue and will enable the opportunity for the therapeutic program to reach these individuals as soon as possible. By providing quick SUD assessments it is reasonable to assume that the time needed for entry into SUD treatment will be shortened. Both duration and the number of assessments and entry into treatment will be tracked. It will primarily focus on compliance of the program that include engaging and remaining in treatment and not necessarily other less-tangible metrics. This will provide for a more streamlined, accurate and consistent measurement of the impact of the program funding allowing for a clear picture of the program's efficacy.

Below highlights the importance and intent of this program to provide quick SUD assessments and rapid entry into treatment.

Below is a custody docket from 8-26-2021 with the Marysville Court. You can see that the jail population is filled with people who are non-compliant with their drug treatment. Even though this is a small sample size, we think it is representative of the larger problem. Here are the first three cases:

- Defendant #1 – Non-compliant with court-ordered Eval and Treatment – Sentencing on 1-15-2021  
– Time Elapsed from Sentencing: 222 Days
- Defendant #2 – Non-compliant with court-ordered Eval and Treatment – Sentencing on 12-28-2020  
– Time Elapsed from Sentencing: 20 Months



• **Defendant #3 - Non-compliant with court-ordered Eval and Treatment – Sentencing on 8-7-2018 – Time Elapsed from Sentencing: 3 Years**

We intend to track and report data in two areas:

1. **Early Access to Services:** In a traditional courthouse model, a drug-involved individual does not get referred to SUD assessment and treatment until sentencing. This means a delay of several months (sometimes years) from the drug-related behavior to the drug-related treatment. A typical court sentence will give a drug-involved individual 60-90 days to file a written SUD assessment. In many instances, this 60-90-day deadline is not met by the individual. The court response is to summons the individual to a court hearing. All across Washington state, courts are holding FTC hearings to enforce compliance with sentencing. The significant time delay between the drug behavior and the drug treatment has been shown to lead to poor outcomes and drug recidivism. It is a very common occurrence for a CLJ judge to see a drug-involved individual for arraignment on a second drug or drug-related charge before he or she has completed their evaluation on the first drug case. As part of the Everett-Marysville project, the Care Team intends to measure the time from referral to treatment. Referral (R) - Treatment (T) will be measured in Days (D).
2. **Compliance with Program:** The second statistical measurement will be the compliance rate for drug-involved individuals in this program. To measure the impact of the funding for this project, it is anticipated that a very simple measurement tool will be used. We plan to primarily focus on tracking the number of defendants who engage and remain in treatment, and not necessarily other less-tangible metrics. For example: Total drug cases filed (total population); Number of referrals to services; and Number of participants engaged in services and graduating in lieu of termination from their services. We believe this will allow for a clear picture of the program's efficacy.

**15. This funding will end in fiscal year 2023, how will your court sustain the program after the funding period ends?**

**With the expectation of program success – renewing if the program funding stops after 2023 we would...**

With the assumption of program success, Bridgeways' development department would look for funding through a multitude of potential opportunities. Currently, there are many funding streams both private and public that would support a successful program like this.

One organization, Stand Together, has shown an immense amount of interest and support for the work of justice involved individuals and has made clear any expansion or extension of the current mission of our current court program would be supported and encouraged by their organization. Funding amounts from Stand Together generally range from \$50,000 up to \$500,000, offering Bridgeways ample opportunity for the growth and reach of an SUD program.

Additionally, we would look to seek support through the City of Everett's Human Needs funding in order to further provide support for a program that falls under the same umbrella of funding as similar court programs at Bridgeways. The Human Needs program has fully funded other court programs in the past, giving \$50,000 in 2020. With this past and future support of similar court programs, along with the assumed success of the SUD program, the Human Needs funding would provide for a likely funding source. Lastly, we have a strong connection with The Tulalip Charitable Contributions Fund and have a history of their support with our other court programs, that we feel makes them a likely candidate for support of the SUD program.

Beyond those larger organizational funders, we would look to the support of our individual donors to help fund this program. Previous supporters of similar programs like, Shields Law Firm, provide for a great opportunity to boost the giving of our individual donor base and the continued success of this program.

Presiding Judge:

Signature: *Lynne Tamers*

Date: 9.9.2021

Court Administrator:

Signature: *Suzanne Elser*

Date: 9/10/21

Presiding Judge:

Signature: 

Date: 9/13/21

Court Administrator:

Signature: *S. Whittore*

Date: 9/13/2021

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/13/2021**

<b>AGENDA ITEM:</b>	
A RESOLUTION OF THE CITY OF MARYSVILLE ESTABLISHING THE POLICY FOR THE EXPENSE AND REIMBURSEMNT OF TRAVEL, MEALS, AND LIGHT REFRESHMENTS	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Draft Resolution	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The proposed policy for travel, meals, and light refreshments is designed to provide a more comprehensive direction for users and also improves internals.

The policy covers overnight travel, non-overnight travel, and coffee and light refreshments. Overnight travel will follow the federal government General Services Administration (GSA) rates regarding meals using a per diem basis or daily allowance. GSA rates are being used to assure acceptance with the Internal Revenue Service (IRS). For non-overnight travel GSA rates are used in certain circumstances and some expenses maybe subject to taxation. The policy helps identify these circumstances.

All three areas address acceptable and non-acceptable expenses, including when detailed receipts are required.

Below is a section from the GSA website for meals and incidental expenses (M&IE).

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Everett / Lynnwood	Snohomish	\$74	\$17	\$18	\$34	\$5	\$55.50

**RECOMMENDED MOTION: Approve the adoption of Resolution No. \_\_\_\_\_.**

[DRAFT] CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE ESTABLISHING THE POLICY  
FOR THE EXPENSE AND REIMBURSEMNT OF TRAVEL, MEALS, AND LIGHT  
REFRESHMENTS

WHEREAS, a Travel, Meals, and Light Refreshments policy is an important tool for  
managing reimbursement in the conduct of city business, and

WHEREAS, a Travel, Meals, and Light Refreshments policy increases internal control,  
and

WHEREAS, a Travel, Meals, and Light Refreshments policy establishes appropriate  
methods for reimbursement of expenses incurred during the conduct of city business, and

WHEREAS, the Marysville City Finance Director may from time to time recommend  
changes to the Travel, Meals, and Light Refreshments policy, and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. The policy for the expenses and reimbursement of travel, meals, and  
light refreshments are set forth in the document entitled “City of Marysville Travel, Meals, and  
Light Refreshments Policy,” which is attached hereto and incorporated herein by this reference as  
if set forth in full, is hereby adopted as official policy for expense and reimbursement of travel,  
meals, and light refreshments.

Section 2. That the adoption of the document entitled City of Marysville Travel,  
Meals, and Light Refreshments Policy, replaces all previous City of Marysville travel, meals, and  
light refreshments Policies.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## City of Marysville, WA – Travel, Meals, and Light Refreshments Policy

Effective Date \_\_\_\_\_

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

Reference: GSA Per Diem Rates: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

### I. Purpose

To establish a policy and procedure related to obtaining travel authorization, advance travel funds, and reimbursing employees for expenses incurred in conduct of City business.

### II. Policy

This policy is intended to provide a reasonable and fair approach to reimbursing City staff for travel expenses. All travelers should, to the best of their ability, be responsible stewards of taxpayer dollars. City of Marysville employees traveling on official business should exercise the same care in incurring expenses and accomplishing the purposes of the travel that a prudent person would exercise while traveling on personal business. Excessive costs, circuitous routes, delays, or luxury accommodations unnecessary and unjustified in the performance of official business travel are not acceptable. Employees are responsible for excess costs and any additional expenses incurred for personal preference or convenience.

### III. Procedures

#### **Overnight Travel**

##### A. Authorization

1. For any travel requiring an overnight stay, airfare, or rental car, a travel request form must be completed and approved prior to the start of the trip
  - a. Requests for U.S. travel must be approved by the Department Director.
  - b. Request for outside of the continental United States must be approved by the Chief Administrative Officer. \*If using city credit card for travel contact Finance Department to expand credit card use to travel area.
2. All airline, hotel and rental car arrangements are to be made by the traveling employee's department.
3. A copy of the approved travel request form must be attached when submitting a Per Diem request to the Finance Department at least

10 working days prior to the start of any trip.

#### B. Third-Party Payment of City Expenditures

1. Direct payment to City employees by a third party for reimbursement of travel costs, scholarships, or other expenditures is not allowed.
2. Third-party payments made by state, local, federal, and tribal governments, directly to hotels, airlines or other providers for City expenditures are allowed. No other entities are authorized to pay providers directly for City expenditures without prior approval from the Mayor or CAO. (Approval documentation must be attached to the reimbursement request voucher.)

#### C. Meals

1. Travelers may be reimbursed for meals on a per diem basis. For overnight travel the City-determined meal periods are used to determine when a traveler is entitled to a meal.

For the purposes of this policy, normal meal periods are:

Breakfast (25% of rate): Begins one and a half hours prior to the start of the scheduled shift and lasts one hour.

Lunch (30% of rate): Begins midway through the scheduled shift and lasts one hour.

Dinner (45% of rate): Begins one and a half hours after the end of the scheduled shift and lasts one hour.

EXAMPLE: A city employee travels to Spokane for a conference. His scheduled shift is from 8 a.m. to 5 p.m. He left his office at 10 a.m. and returned at 9 p.m. He is not entitled to reimbursement for breakfast because he was not in travel status during the ENTIRE meal period. The breakfast meal period for him starts at 6:30 a.m. and lasts until 7:30 a.m. He is entitled to lunch and dinner because he was in travel status the ENTIRE meal period. The dinner meal period for this employee starts at 6:30 p.m. and lasts until 7:30 p.m.

2. Part-time employees, or those who travel on a scheduled day off, will assume a scheduled shift of 8 a.m. to 5 p.m. when determining normal meal periods.
3. Meals are reimbursed in accordance with the GSA Travel Regulations, which can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Meal allowances cover the basic cost of a meal, any incidental expenses, any applicable sales tax, and tip or gratuity up to 20%.



4. Meals are reimbursed at the GSA rate in effect for the area where the traveler stops for sleep. The meal reimbursement rate for the return day continues to be the rate for the location where the traveler last stopped for sleep.
5. Employees will not be reimbursed for alcoholic beverages.
6. There will be no per diem for meal furnished or provided for in the lodging rate or registration fee of a meeting, conference, convention, or training session.

**Exception:** Employees will be reimbursed for meal expenses when they are unable to eat a meal provided by a hotel or conference due to allergies or dietary restrictions. This will need to be noted in the travel request.

7. Meal payments are not required to be reduced or eliminated due to meals served on airlines. Similarly, meal payments are not required to be reduced for continental breakfasts.

Incidental Expense Per Diem will be paid while in overnight travel status. First and last day of travel will be paid at 75% of the incidental expense daily rate.

#### D. Reimbursement for Lodging

1. Employees will be reimbursed for lodging when required to stay overnight, more than 50 miles (most direct route) beyond the closer of either the official residence or official duty station.
2. Reimbursement for expenses at a lodging facility or temporary duty work site within 50 miles (most direct route) of the closer of either the traveler's official residence or official station is not allowed except for the following conditions:
  - a. The employee stays overnight to avoid having to drive back and forth for back-to-back late night/early morning official business. (Approval and documentation is to be attached to the travel reimbursement request.)
  - b. When the health and safety of travelers are of concern. (Approval and documentation is to be attached to the travel reimbursement request.)
  - c. When the traveler can demonstrate that staying overnight is more economical. (Approval and cost analysis documentation is to be attached to the travel reimbursement request.)
3. Employees will be reimbursed for the actual cost of lodging or the maximum allowable rate (per GSA, <https://www.gsa.gov/travel/plan-book/per-diem-rates>), whichever is lower. The maximum allowable rate does not include the cost of any sales, hotel, or motel taxes. Taxes will be added to the maximum allowable rate in order to come to the total allowable reimbursement.
4. Exceptions to the maximum allowable rate for lodging may be made under certain circumstances. In the situations listed below, the Director of Finance may

approve payment of lodging expenses not to exceed 150% of the applicable maximum per diem amount for the location. An explanation as to why an exception is necessary and written approval by the Department Director or CAO must be attached to the reimbursement request before reimbursement will be made

- a. When an employee is assigned to accompany an elected official, foreign dignitary, or others as authorized by law, and required to stay in the same lodging facility.
  - b. When costs in the area have escalated for a brief period of time either during special events or disasters.
  - c. When lodging accommodations in the area of the temporary duty station are not available at or below the maximum lodging amount and the savings from less expensive lodging at a more distant site are consumed by higher transportation and other costs.
  - d. When an employee attends a meeting, conference, convention, or training session and is expected to have business interaction with other participants in addition to scheduled events, and it is anticipated that maximum benefit will be achieved by having the employee stay where the function is held.
  - e. To comply with the Americans with Disabilities Act, or when the employee's health and safety are at risk.
  - f. When meeting room facilities are needed, and it is more economical to acquire special lodging accommodations such as a suite rather than a meeting room and a room for lodging.
5. The itemized lodging receipt must be attached to the approved reimbursement request in order to be reimbursed for lodging expenses.

#### E. Reimbursement for Miscellaneous Travel Expenses

1. Whenever possible, employees should not pay for miscellaneous expenses that can be paid through the city's accounts payable process in excess of \$50 prior to travel. The vendor should be asked to bill the City in accordance with prescribed purchasing requirements.
2. Miscellaneous travel expenses that are reimbursable include, but are not limited to:
  - a. Taxi or shuttle fares (including customary tip or gratuity), motor vehicle rentals, parking fees, and ferry, road and bridge tolls. However, tolls associated with use of high occupancy tolls (HOT) or express toll lanes are considered a personal expense and not reimbursable (exceptions to this rule can be made by the Department Director when travel in toll/express lanes is deemed necessary to the City business being conducted).
  - b. Charges for necessary fax/printing services and internet usage.

- c. Business telephone calls, if the purpose of the call directly relates to official City business. These calls should be brief, necessary, and directly related to the business travel of the employee.
  - d. The cost of personal care attendant services required by disabled travelers in order for them to travel. These costs may include fees and travel expenses of the attendant. The maximum reimbursement will be set by the Director of Finance prior to the trip.
  - e. Charges for checked baggage, if any, excluding overweight charges, for up to the first two bags on domestic or international flights.
  - f. The actual cost of dry cleaning and laundry expenses, as evidenced by a receipt, is authorized for travelers in continuous travel status for five or more days. Use of a coin-operated laundromat is allowable. If a receipt for a coin-operated laundromat is not available, the traveler may claim actual expenses up to \$25.
3. Miscellaneous expenses that are **NOT** reimbursable include, but are not limited to:
- a. Cost of alcoholic beverages
  - b. Valet services, defined as the hiring of a personal attendant who takes care of the individual's clothes, vehicle, etc. The prohibition against valet services for general travelers is not to be considered as a prohibition against the use of a personal care attendant required by a disabled person
  - c. Entertainment expenses, radio or television rental and other items of a similar nature
  - d. Taxi fares, motor vehicle rental expenses, and other transportation costs to or from places of entertainment and other non-City business locations
  - e. Cost of personal trip insurance (e.g., personal accident insurance); and medical and hospital services
  - f. Personal telephone calls
  - g. Out-of-pocket charges for vehicle service calls due to negligence of the employee. Examples include charges for the delivery of fuel, retrieval of keys from locked vehicles, jump-starting vehicles when the lights have been left on, etc.
  - h. Fines from appropriate jurisdictions for all parking tickets, citations or infractions received while operating a vehicle on state business. Payment of fines and citations under these circumstances is the sole obligation and responsibility of the traveler and is not to be reimbursed or paid by the City.
4. Employees are not required to keep and submit receipts for miscellaneous expenses less than \$25.

## F. Use of Motor Vehicles

1. When driving on official business, authorized City drivers must have their driver's license, recognized as valid under Washington State law, in their possession.
2. City-Owned Motor Vehicles
  - a. City-owned motor vehicles are to be used only on official business. Limited reasonable use of a City-owned vehicle for the purpose of obtaining meals while in travel status is considered official business.
  - b. Transporting unauthorized passengers in a City-owned vehicle is not allowed. Unauthorized transportation means any transportation of passengers not specifically authorized by the travel approver in the performance of official business, and includes, but is not limited to family members, relatives, friends, and pets.
  - c. Employees are personally responsible for parking tickets, moving violations, etc., while using a City-owned or operated passenger motor vehicle.
3. Reimbursement for use of Privately Owned Motor Vehicles (POVs)
  - a. City-owned vehicles, if reasonably available, should be used instead of POVs. Directors may authorize use of POVs when City-owned vehicles are reasonably available only when the use of the POV is determined to be most economical and/or advantageous method to the City.
  - b. When multiple employees travel to the same destination, carpooling is expected. Directors may authorize POV reimbursement only for the number of vehicles reasonably required to carry staff to the destination. The use of POVs for personal convenience will not be reimbursed.
  - c. Employees are reimbursed for the use of a POV at the mileage rate as approved by the United States Internal Revenue Service.
  - d. Only one employee is reimbursed for using a POV when two or more travel in the same vehicle on the same trip.
  - e. When driving a POV on official business, employees will comply with the state of Washington's liability insurance laws, Chapters 46.29 and 46.30 RCW. If an accident occurs, the employee's individual insurance is primary and will be used before the City's possible provision of any excess liability protection.
  - f. Transporting unauthorized passengers in a POV while the City employee or official is on official business is a personal decision. The City will not provide excess liability protection to unauthorized passengers in the event of an accident.
  - g. The City will not reimburse employees for out-of-pocket costs for parking tickets, moving violations, or damages and deductibles relating to privately owned vehicles used on official business.
  - h. Employees who receive a car allowance will not be eligible for reimbursement for use of a POV.

#### 4. Rental Vehicles

- a. Use of a rental vehicle must be approved in advance by the department Director. Arrangements for vehicle rentals must be made by the employee's department.
- b. Employees may make their own arrangements when the need for a rental vehicle is unanticipated. Justification for the rental must be attached to the travel reimbursement request before reimbursement will be made.
- c. Employees must submit rental vehicle receipts with their travel expense voucher in order to be reimbursed.
- d. City-rented or leased motor vehicles are to be used only on official business. Limited reasonable use of a City-rented or leased motor vehicle for the purpose of obtaining meals while in travel status is considered official business.
- e. Transporting unauthorized passengers in a POV while the City employee or official is on official business is a personal decision. The City will not provide excess liability protection to unauthorized passengers in the event of an accident.

#### 5. Motor Vehicle Accidents

##### Injury Accident

Employees should take the following steps if there are injuries or claims of injury to either the employee or other parties involved in the accident:

- a) Take whatever steps are necessary to protect yourself from further injury.
- b) Call 911 and notify local city police or sheriff's department. Cooperate with local law enforcement. Provide factual information, limiting responses to questions asked.
- c) Assist any injured party, giving only the first aid you are qualified to provide.
- d) Provide factual information about yourself and the vehicle to the other driver(s), e.g., name, employer, phone numbers, etc.
- e) Do not discuss your actions with parties other than law enforcement. Do not admit fault to other parties or make any statements about the City's response to the accident, financial or otherwise.

##### Reporting the accident (injury & non-injury)

If a motor vehicle accident takes place, refer to and follow the reporting guidance detailed in the City of Marysville's Accident Prevention Program which can be found on the intranet under 'Safety/Training'. All incident and

accident reporting forms can be found in Target Solutions under the File Center.

## Non-Overnight Travel

### A. Meals

1. Department Directors may authorize reimbursement for meals, for certain business meetings (includes conferences, conventions and formal training sessions) regardless of travel status. This authority is intended for use when the City requires a person to attend a meeting where business meals are served and where:
  - a. The purpose of the meeting is to conduct official City business or to provide training; and
  - b. The meals are an integral part of the business meeting or training session; and
  - c. The meeting or training session takes place away from the employee's or official's regular workplace (regular workplace does not include meeting and conference rooms); and
  - d. Receipts for all business meal reimbursements are required. Employee, and elected or appointed officials should understand that reimbursement for a meal that occurs for a non City of Marysville sponsored business meeting will be subject to Federal tax law
  - e. Meal reimbursements shall be limited to the GSA rate (per GSA, <https://www.gsa.gov/travel/plan-book/per-diem-rates>), whichever is lower
2. Meals with meetings will not be approved in the following situations:
  - a. Any "hosting" activities. "Hosting" includes, but is not limited to, those activities that are intended either to lobby a legislator or a governmental official, or are to be a social rather than governmental business event, and include expenditures for meals for those whom the City is not legally authorized to reimburse.
3. Written documentation of approval is required in advance of meeting. The documentation should provide support for the authorization, including:
  - a. The names of the City employees attending the meeting (includes conferences, conventions, and formal training sessions), and
  - b. The purpose or accomplishments of the meeting.
4. Meals for Non City Employees
  - a. The expenses of food and non-alcoholic beverages that are served during official City Business meetings and/or functions (such as oral board luncheons, volunteer recognition events), where both employees and non-employees are present may be reimbursed for a non-city employee if prior approval is secured from the Chief Administrative Officer or Department Head.

- b. If it's customary for an elected official or department head to bring a guest to the event the food and non-alcoholic beverages served at the community partnership event i.e. Tulip Tribes may be reimbursed if prior approval is secured from the Chief Administrative Officer or Mayor.

#### B. Reimbursement for Misc. Travel Expenses

1. Whenever possible, employees should not pay for miscellaneous expenses that can be paid through the city's accounts payable process in excess of \$50 prior to travel. The vendor should be asked to bill the City in accordance with prescribed purchasing requirements.
2. Miscellaneous travel expenses that are reimbursable include, but are not limited to:
  - a. Taxi or shuttle fares (including customary tip or gratuity), motor vehicle rentals, parking fees, and ferry, road and bridge tolls. However, tolls associated with use of high occupancy tolls (HOT) or express toll lanes are considered a personal expense and not reimbursable (exceptions to this rule can be made by the Department Director when travel in toll/express lanes is deemed necessary to the City business being conducted).
  - b. Charges for necessary fax/printing services and internet usage.
  - c. Business telephone calls, if the purpose of the call directly relates to official City business. These calls should be brief, necessary, and directly related to the business travel of the employee.
  - d. The cost of personal care attendant services required by disabled travelers in order for them to travel. These costs may include fees and travel expenses of the attendant. The maximum reimbursement will be set by the Director of Finance prior to the trip.
3. Miscellaneous expenses that are **NOT** reimbursable include, but are not limited to:
  - a. Cost of alcoholic beverages
  - b. Valet services, defined as the hiring of a personal attendant who takes care of the individual's clothes, vehicle, etc. The prohibition against valet services for general travelers is not to be considered as a prohibition against the use of a personal care attendant required by a disabled person
  - c. Entertainment expenses, radio or television rental and other items of a similar nature
  - d. Taxi fares, motor vehicle rental expenses, and other transportation costs to or from places of entertainment and other non-City business locations
  - e. Cost of personal trip insurance (e.g., personal accident insurance); and medical and hospital services

- f. Personal telephone calls
- g. Out-of-pocket charges for vehicle service calls due to negligence of the employee. Examples include charges for the delivery of fuel, retrieval of keys from locked vehicles, jump-starting vehicles when the lights have been left on, etc.
- h. Fines from appropriate jurisdictions for all parking tickets, citations or infractions received while operating a vehicle on state business. Payment of fines and citations under these circumstances is the sole obligation and responsibility of the traveler and is not to be reimbursed or paid by the City.

### C. Use of Motor Vehicles

1. When driving on official business, authorized City drivers must have their driver's license, recognized as valid under Washington State law, in their possession.
2. City-Owned Motor Vehicles
  - a. City-owned motor vehicles are to be used only on official business. Limited reasonable use of a City-owned vehicle for the purpose of obtaining meals while in travel status is considered official business.
  - b. Transporting unauthorized passengers in a City-owned vehicle is not allowed. Unauthorized transportation means any transportation of passengers not specifically authorized by the travel approver in the performance of official business, and includes, but is not limited to family members, relatives, friends, and pets.
  - c. Employees are personally responsible for parking tickets, moving violations, etc., while using a City-owned or operated passenger motor vehicle.
3. Reimbursement for use of Privately Owned Motor Vehicles (POVs)
  - a. City-owned vehicles, if reasonably available, should be used instead of POVs. Directors may authorize use of POVs when City-owned vehicles are reasonably available only when the use of the POV is determined to be most economical and/or advantageous method to the City.
  - b. When multiple employees travel to the same destination, carpooling is expected. Directors may authorize POV reimbursement only for the number of vehicles reasonably required to carry staff to the destination. The use of POVs for personal convenience will not be reimbursed.
  - c. Employees are reimbursed for the use of a POV at the rate specified in Office of Financial Management Travel Regulations, Chapter 10.90.20.
  - d. Only one employee is reimbursed for using a POV when two or more travel in the same vehicle on the same trip.



- e. When driving a POV on official business, employees will comply with the state of Washington's liability insurance laws, Chapters 46.29 and 46.30 RCW. If an accident occurs, the employee's individual insurance is primary and will be used before the City's possible provision of any excess liability protection.
- f. Transporting unauthorized passengers in a POV while the City employee or official is on official business is a personal decision. The City will not provide excess liability protection to unauthorized passengers in the event of an accident.
- g. The City will not reimburse employees for out-of-pocket costs for parking tickets, moving violations, or damages and deductibles relating to privately owned vehicles used on official business
- h. Employees who receive a car allowance will not be eligible for reimbursement for use of a POV.

#### 4. Rental Vehicles

- a. Use of a rental vehicle must be approved in advance by the department Director. Arrangements for vehicle rentals must be made by the employee's department.
- b. Employees may make their own arrangements when the need for a rental vehicle is unanticipated. Justification for the rental must be attached to the travel reimbursement request before reimbursement will be made.
- c. Employees must submit rental vehicle receipts with their travel expense voucher in order to be reimbursed.
- d. City-rented or leased motor vehicles are to be used only on official business. Limited reasonable use of a City-rented or leased motor vehicle for the purpose of obtaining meals while in travel status is considered official business.
- e. Transporting unauthorized passengers in a POV while the City employee or official is on official business is a personal decision. The City will not provide excess liability protection to unauthorized passengers in the event of an accident

#### 5. Motor Vehicle Accidents

##### Injury Accident

Employees should take the following steps if there are injuries or claims of injury to either the employee or other parties involved in the accident:

- a) Take whatever steps are necessary to protect yourself from further injury.
- b) Call 911 and notify local city police or sheriff's department. Cooperate with local law enforcement. Provide factual information, limiting responses to questions asked.

- c) Assist any injured party, giving only the first aid you are qualified to provide.
- d) Provide factual information about yourself and the vehicle to the other driver(s), e.g., name, employer, phone numbers, etc.
- e) Do not discuss your actions with parties other than law enforcement. Do not admit fault to other parties or make any statements about the City's response to the accident, financial or otherwise.

#### Reporting the accident (injury & non-injury)

If a motor vehicle accident takes place, refer to and follow the reporting guidance detailed in the City of Marysville's Accident Prevention Program which can be found on the intranet under 'Safety/Training'. All incident and accident reporting forms can be found in Target Solutions under the File Center.

### **Coffee and Light Refreshments**

- A. For City purposes, coffee is any non-alcoholic beverage such as coffee, tea, soft drinks, juice, or milk. For City purposes, light refreshment is an edible item that may be served between meals such as doughnuts, rolls, and fruits/vegetables.
- B. Department Directors may approve the serving of coffee and light refreshments in the conduct of official City business at certain City-sponsored meetings. This authority is not intended for use with the normal daily business of employees or officials, but rather for special situations or occasions, as determined by the Department Director, where:
  - 1. The purpose of the meeting is to conduct City business, provide formal training sessions that benefit the City, or recognize employee accomplishments; and
  - 2. The coffee and/or light refreshments are an integral part of the meeting or training session; and
  - 3. The City obtains an itemized receipt for the actual costs of the coffee and/or light refreshments; and
  - 4. The meeting or training session takes place away from the employee's or official's regular workplace (regular workplace does not include meeting and conference rooms); and
  - 5. The City employee responsible for the meeting receives approval for the serving of coffee and/or light refreshments prior to the event.
- C. Coffee and/or light refreshments will not be approved in the following situations:
  - 1. Any "hosting" activities. "Hosting" includes, but is not limited to, those activities that are intended either to lobby a legislator or a governmental official, or are to be a social rather than governmental business event, and include expenditures for coffee and/or light refreshments for those whom the City is not legally authorized to reimburse.

- D. Documentation of approval is required. The documentation should provide support for the authorization, including:
1. The names of the City employees attending the meeting (includes conferences, conventions, and formal training sessions), and
  2. The purpose of the meeting or expenditure.

# *Index #13*

# State Legislative Priorities

## Legislative Background

The 2020-2021 legislative session saw a record number of bills that changed practices for law enforcement (both proactive and reactive). Enacted laws affected community caretaking duties, yet at the same time, removed specific less-lethal tools. Out of session, lawmakers approached law enforcement leaders and community members to consult on possible amendments to the existing laws enacted in 2021. Conversations are a promising sign, in contrast to the 20-21 session where input from law enforcement on these bills was not as well received.

## Current Legislations/Lawmaker Focus

Most of the conversations for legislative adjustment have surrounded two bills: [E2SHB 1310](#) - Use of Force and [ESHB 1054](#) - Police Tactics. A legislative stakeholder meeting occurred in late October 2021 that contained a possible blueprint for adjustments to the law. Proposed adjustments include:

- Expanded/clarifying authorization to use physical force; adding language to authorize physical force (subject to reasonable care) in the following additional circumstances: behavioral health interventions, child protective custody, court orders, and criminal investigations.
- Consider clarifying that "physical force" does not include assisting Fire and EMS by adding clarifying language. Consider clarifying language relating to exhausting de-escalation tactics.
- Modify restrictions on "firearms and ammunition of .50 caliber or greater" to resolve the less-lethal issue. Consider modifying rules on vehicular pursuits by expanding authority for pursuits (for example, domestic violence) in certain circumstances and changing standards for supervisory control in small jurisdictions.

These proposals would significantly improve the existing state laws if enacted as proposed.

## Future Legislation/Lawmaker Focus

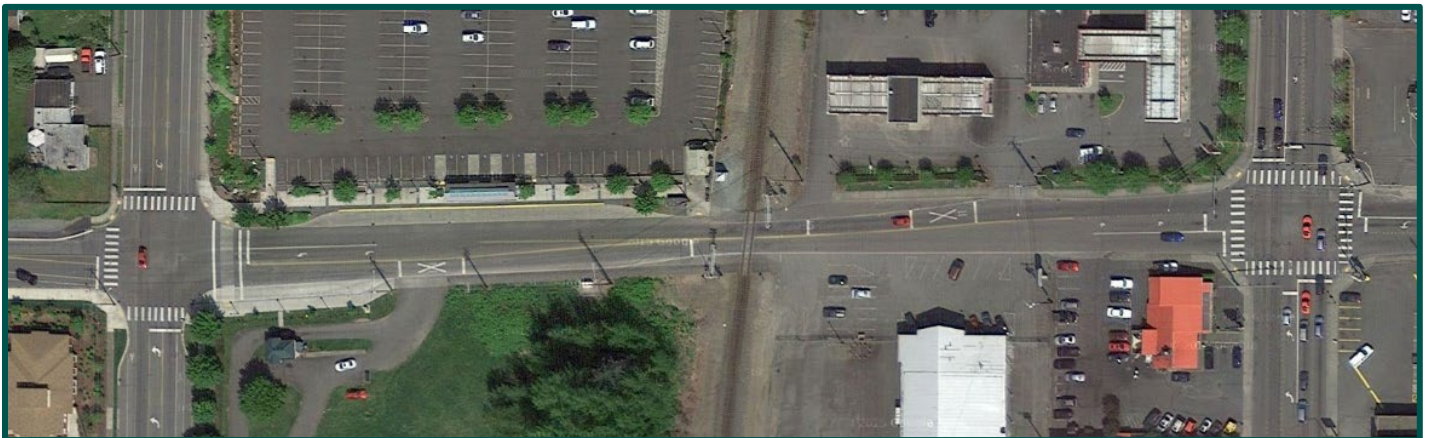
In addition to the discussed amendments to existing reforms from 20-21, all police reform legislation proposed in the last session that went dormant will resurrect in this next session. We fully expect conversations on several polarizing topics, and our position on these topics is as follows:

- Qualified immunity ([HB1202](#)) - OPPOSE - Qualified immunity applies to *all* public officials, not just law enforcement officers. State law already exists to hold officers accountable for criminal actions, meeting the same legal thresholds as the general public. In addition, at the federal level, 42 USC 1983 provides for civil action should illegal activities be committed under color of law.
- Law that limits public safety traffic enforcement ([SB5485](#)) - OPPOSE - Multiple jurisdictions around the country have either administratively or legislatively mandated that law enforcement not enforce certain traffic-related violations. This could very well have negative impacts on the motoring public due to an increase in collisions and the resultant property damage and injuries. Moving infractions should remain.
- Police Community Oversight Boards ([HB1203](#)) - OPPOSE - For municipal law enforcement, this already exists in the form of elected city councils.

As other potential legislation makes its way through the next session, we continue to offer a sounding board to assist with crafting good public safety policy

## Project Background

The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the BNSF Railway track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.



## Improvements

The Grove Street Overcrossing project proposes to construct an overcrossing that would span the BNSF Railway track. The overcrossing bridge would be about 67 feet wide and 120 feet long. The location along Grove Street is ideal because it has the least impact on adjacent property and also provides the longest distance between arterial streets, Cedar Avenue and State Avenue.

A 30% design effort has been completed with \$500K from the State and \$400K from the City. The total remaining project cost is estimated at \$24M including design, permitting, right-of-way and construction. The City's request of \$24M would fully fund the remainder of the project.



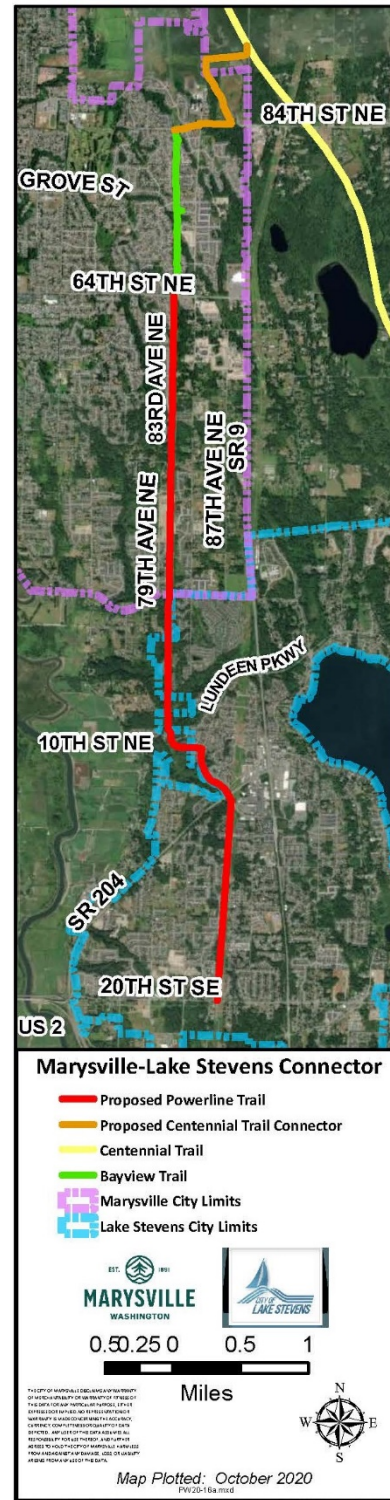


## Project Background

The City of Marysville and the City of Lake Stevens desire to develop a trail system utilizing the existing transmission powerline corridor that passes through each jurisdictional boundary. The Powerline Trail would provide over 8 miles of multi-use trail system that will connect to the regional Centennial Trail to the north near State Route 9 and to the south at 20<sup>th</sup> St. SE. Approximately 1.25 miles of the trail exist within the City of Marysville and an additional 1.3 miles were constructed in 2021, providing connection to the regional Centennial Trail. The trail would be located predominantly adjacent to residential areas and would connect through various centers within each city. In 2019, the two cities entered into an interlocal agreement in order to support and advance the project. In accordance with the ILA, the City of Marysville is leading the design effort which is currently underway, while each agency coordinates property rights and develops a funding strategy for the segments of trail within their jurisdiction.

## Improvements

The Powerline Trail will require completion of 5.45 miles of 12' wide multi-use, asphalt paved trail to complete the 8-mile long segment from Centennial Trail to 20<sup>th</sup> St. NE. This includes an additional 2.20 miles of trail through the City of Marysville and 3.30 miles of trail through the City of Lake Stevens. The project will also include several trail amenities such as benches and trash receptacles, a restroom located within the City of Marysville's jurisdiction and crossing improvements at several streets to address safety. In order to advance this project, the City of Marysville is seeking project funding to assist with property rights, which will generally be defined as trail easements along the corridor and within Marysville's jurisdiction. These funds will help the City to simultaneously advance design while working with property owners to secure necessary property rights to construct the trail.





## Project Background

The 156<sup>th</sup> Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the Burlington Northern Santa Fe (BNSF) mainline track at 156<sup>th</sup> Street NE just west of Interstate 5. This crossing was once a public at-grade crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of the future growth needs west of I-5. Reinstating this crossing will support future development and provide much needed expanded public access to and from I-5 for north Snohomish County.



## Access

Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172<sup>nd</sup> Street NE). A future I-5 interchange at 156<sup>th</sup> Street NE is funded under Connecting Washington (\$42M, 2025-31). Once the interchange is complete, the west leg will not fully function as traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood Triangle, a railroad crossing at 156<sup>th</sup> Street NE will better accommodate traffic circulation and growth in the region.

## Development

The City of Marysville, in partnership with the adjacent property owners, constructed the overcrossing at 156<sup>th</sup> and I-5 in 2013 to spur development and provide access to the newly designated Cascade Industrial Center and the Lakewood Triangle. With full buildout expected within the next 20 years and continued growth in unincorporated Snohomish County west of I-5, the area will see increased congestion and significant daily traffic impacts along SR 531 (172<sup>nd</sup> Street NE) and I-5.

## Improvements

The project cost for the 156<sup>th</sup> Street NE Overcrossing project that would span the BNSF Railway track is estimated at \$17.7M including design, permitting, right-of-way and construction. This estimate is based on a preliminary design completed in 2019. The project is supported by BNSF, WSDOT, Snohomish County and other local agencies. The City's request of \$500,000 would fully fund 30% design, early permitting and right-of-way assessment. Advancing the project to this level of effort would make the project more competitive towards obtaining other sources of funding.



## Project Background

The Comeford Park Redesign project is a part of a larger downtown revitalization plan that includes street, sidewalk and city services improvements, most notably the Civic Center. The Civic Center, currently under construction and located adjacent to Comeford Park, will consolidate most city departments and services into one facility whereas they are currently located throughout the downtown in multiple locations. A plaza, designed to host outdoor events, connects Comeford Park to the Civic Center. Comeford Park has long been the host of special events including markets, music and Merrysville for the Holidays. Comeford Park is currently home to a playground, swings, the seasonally popular Spray Park and the iconic Marysville Water Tower, which turned 100 years old in November of 2021.



## Improvements

The city is currently constructing the plaza and completion of the Civic Center, along with upgrades and new paint to the Water Tower.

The next phase of improvements will include construction of a new restroom building, designed to match the look and feel of the new Civic Center. Construction will also provide for facilities for activities and events, including seating along the edge of the plaza, to provide viewing of activities and events held there. Additionally, the park pathways will be redesigned for better flow and will include new pedestrian lighting. As Comeford Park is the epicenter of the holidays in Marysville, a space has been designated for the community Christmas tree to be prominently displayed.

The project is currently under preliminary design, with the goal of advertisement and bidding in early 2022 to be immediately followed by construction in the late winter or early spring. The City of Marysville is requesting \$500,000 to finalize the design and construction.

# Federal Legislative Priorities



## Project Background

The 156<sup>th</sup> Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the Burlington Northern Santa Fe (BNSF) mainline track at 156<sup>th</sup> Street NE just west of Interstate 5. This crossing was once a public at-grade crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of the future growth needs west of I-5. Reinstating this crossing will support future development and provide much needed expanded public access to and from I-5 for north Snohomish County.



## Access

Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172<sup>nd</sup> Street NE). A future I-5 interchange at 156<sup>th</sup> Street NE is funded under Connecting Washington (\$42M, 2025-31). Once the interchange is complete, the west leg will not fully function as traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood Triangle, a railroad crossing at 156<sup>th</sup> Street NE will better accommodate traffic circulation and growth in the region.

## Development

The City of Marysville, in partnership with the adjacent property owners, constructed the overcrossing at 156<sup>th</sup> and I-5 in 2013 to spur development and provide access to the newly designated Cascade Industrial Center and the Lakewood Triangle. With full buildout expected within the next 20 years and continued growth in unincorporated Snohomish County west of I-5, the area will see increased congestion and significant daily traffic impacts along SR 531 (172<sup>nd</sup> Street NE) and I-5.

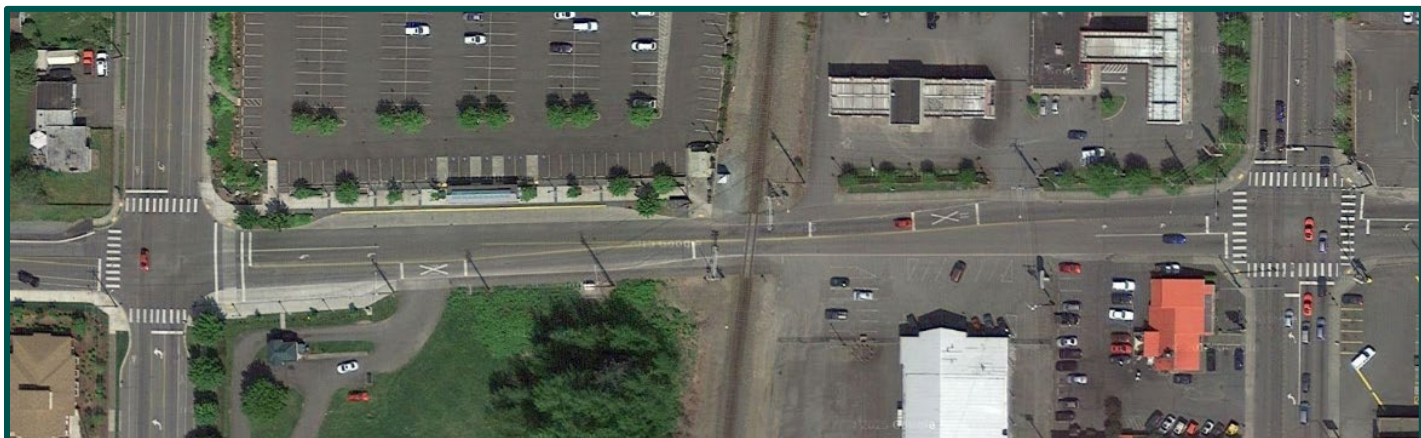
## Improvements

The project cost for the 156<sup>th</sup> Street NE Overcrossing project that would span the BNSF Railway track is estimated at \$17.7M including design, permitting, right-of-way and construction. This estimate is based on a preliminary design completed in 2019. The project is supported by BNSF, WSDOT, Snohomish County and other local agencies.



## Project Background

The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the BNSF Railway track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.



## Improvements

The Grove Street Overcrossing project proposes to construct an overcrossing that would span the BNSF Railway track. The overcrossing bridge would be about 67 feet wide and 120 feet long. The location along Grove Street is ideal because it has the least impact on adjacent property and also provides the longest distance between arterial streets, Cedar Avenue and State Avenue.

A 30% design effort has been completed with \$500K from the State and \$400K from the City. The total remaining project cost is estimated at \$24M including design, permitting, right-of-way and construction. The City's request of \$24M would fully fund the remainder of the project.





## Project Background

The City of Marysville and the City of Lake Stevens desire to develop a trail system utilizing the existing transmission powerline corridor that passes through each jurisdictional boundary. The Powerline Trail would provide over 8 miles of multi-use trail system that will connect to the regional Centennial Trail to the north near State Route 9 and to the south at 20<sup>th</sup> St. SE. Approximately 1.25 miles of the trail exist within the City of Marysville and an additional 1.3 miles were constructed in 2021, providing connection to the regional Centennial Trail. The trail would be located predominantly adjacent to residential areas and would connect through various centers within each city. In 2019, the two cities entered into an interlocal agreement in order to support and advance the project. In accordance with the ILA, the City of Marysville is leading the design effort which is currently underway, while each agency coordinates property rights and develops a funding strategy for the segments of trail within their jurisdiction.

## Improvements

The Powerline Trail will require completion of 5.45 miles of 12' wide multi-use, asphalt paved trail to complete the 8-mile long segment from Centennial Trail to 20<sup>th</sup> St. NE. This includes an additional 2.20 miles of trail through the City of Marysville and 3.30 miles of trail through the City of Lake Stevens. The project will also include several trail amenities such as benches and trash receptacles, a restroom located within the City of Marysville's jurisdiction and crossing improvements at several streets to address safety. In order to advance this project, the City of Marysville is seeking project funding to assist with property rights, which will generally be defined as trail easements along the corridor and within Marysville's jurisdiction. These funds will help the City to simultaneously advance design while working with property owners to secure necessary property rights to construct the trail.

