

March 7, 2022

Marysville City Council Meeting
7:00 p.m.

City Hall

PUBLIC NOTICE:

Pursuant to Governor Inslee’s Proclamation 20-28, to help prevent the spread of COVID-19, the City Council is conducting hybrid in-person/virtual meetings.

Anyone wishing to provide written or verbal public comment, must pre-register at this link www.marysvillewa.gov/remotepubliccomment before noon on the day of the meeting.

To listen to the meeting without providing public comment:

Join Zoom Meeting
<https://zoom.us/j/92977133971>

Or
Dial by your location
1-888-475-4499 US Toll-free
Meeting ID: 929 7713 3971

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Audience Participation

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

- 1. Approval of the February 7, 2022 City Council Work Session Minutes
- 2. Approval of the February 14, 2022 City Council Meeting Minutes

Consent

- 3. Approval of the February 23, 2022 Claims in the Amount of \$756,644.05 Paid by EFT Transactions and Check Numbers 153651 through 153787

Review Bids

Marysville City Council Meeting**March 7, 2022****7:00 p.m.****City Hall**

4. Consider Approving the Opera House Exterior Painting Contract with K-A General Construction in the Amount of \$109,297.93 with a Management Reserve of \$5,464.90 for a Total Allocation of \$114,762.83

Public Hearings**New Business**

5. Consider Approving the Water Quality Stormwater Capacity Grant Agreement with the Department of Ecology in the Amount of \$50,000.00

6. Consider Approving the Snohomish County Human Services First Responder Flex Fund Contract in the Amount of \$9,295.00

7. Consider Approving the Interlocal Agreement with Whatcom County Parks and Recreation for the Use of the Plantation Range in the Amount of \$3,005.52

8. Consider Approving the Supplemental Agreement No.3 with HDR, Inc. for the 88th Street NE Corridor Project

9. Consider Approving an **Ordinance** Proposing an Amendment to the Marysville Municipal Code Removing the Requirement to Submit Mylar Copies of Final Subdivisions, Short Subdivisions, Binding Site Plan, Boundary Line Adjustments, and Record Drawings

10. Consider Approving an **Ordinance** for the Cascade Business Park – Comprehensive Plan Map Amendment (PA21001)

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

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

Marysville City Council Meeting
7:00 p.m.

March 7, 2022

City Hall

Reconvene

Adjournment

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

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Work Session
February 7, 2022**

Call to Order

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

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Absent: Councilmember Jeff Vaughan

Staff: Finance Director Sandy Langdon, Chief Administrative Officer (CAO) Gloria Hirashima, Information Services Director Worth Norton, IS Manager Brian Tuley, Development Services Manager Ken McIntyre, Community Development Director Haylie Miller, System Analyst Mike Davis, Public Works Services and Utilities Director Karen Latimer, Police Chief Erik Scairpon, Deputy City Attorney Burton Eggertsen, Emergency Preparedness Manager Sarah LaVelle, Public Information Officer (PIO) Connie Mennie, Parks Director Tara Mizell, Assistant Parks Director Dave Hall, Assistant Police Chief Jim Lawless, Fire Chief Martin McFalls, Deputy City Clerk Genevieve Geddis

Motion to excuse the absence of Councilmember Vaughan moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Approval of the Agenda

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

AYES: ALL

Mayor Nehring commented on two written items of communications that had been received:

- Barbara Dickson had some input on the ATV issue for Council's information as they consider this matter.
- Nicole Cleland provided comments regarding animal control; Chief Scairpon has already responded Ms. Cleland about her concerns.

Presentations

A. Community Development Project Example

Director Miller shared a project update in response to Council's desire to be more informed about projects in the community. Staff will be bringing updates to the group on a quarterly basis. She reviewed details of a Planned Residential Unit Development (PRD) called Jeannine's Landing located north of 172nd Street and west of I-5 in the Lakewood development area. Extensive information on this project was included in Council's packet.

Councilmember Muller asked about on-street parking provisions that are allowed in this development. Director Miller explained they received reduced parking on Road A. On the east side of the development between lots 21 and 28 there is parking between driveways; the applicant provided 10 on-street parking stalls. Development Services Manager McIntyre further explained the modifications that were made. It's a standard-width road with parking on both sides of the road. The developers try to stagger driveways as much as possible to help with parking.

Council President Norton asked for a list of density incentives. Director Miller indicated she would provide that to Council.

Councilmember King asked what kind of street lighting is in the development. Mr. McIntyre replied it is the traditional PUD lights. The decorative streetlights will be placed on the arterials on the south of 172nd, but not north.

Councilmember Richards noted it looks like Road B will be extended eventually. He asked if they might run into issues with not having enough room for two lanes with parking on both sides of the street. Mr. McIntyre reviewed scenarios with this. He explained it is a typical road standard that is used in the area for these types of developments. Different jurisdictions have different ways of handling it. Some allow parking on both sides of the street and have a narrower width for travel in the middle. Some will sign for parking only on one side of the street.

Councilmember Stevens asked how information is conveyed to homeowners about what can be constructed on their property such as porches or outbuildings. Director Miller noted that most of the time the City finds out about it from neighbors reporting other neighbors. The easements are shown clearly on the recorded documents, and it is on the owner to read through the title. The CCNRs can help with this also. Notes could be added to the plat map, but this might be too much detail. Director Miller suggested more proactive outreach to people selling the homes asking them to provide a fact sheet to homebuyers about add-ons, ADUs, or other structures and informing them to contact the City first.

Councilmember James asked about the expected home cost in this development. Director Miller replied they would be selling for approximately \$750,000. Councilmember James referred to the narrow streets and parking on both sides of the street and asked if these are kid-friendly and safe for young families. Director Miller commented that is a question that could apply to any development in the community. She noted that narrow streets often tend to slow down drivers.

Councilmember Stevens reported on a similar development near his house. He has noticed that even though there is a playground, most of the people are empty nesters or adults with no children.

Director Miller also reviewed a zoning inquiry on the Lakeway Neighborhood which has a mix of mixed use zones. The Planning Department has been getting a lot of inquiries for multi-family only projects or some other creative options. She asked for confirmation from the Council that they still want this to be primarily a commercial area. Councilmember Muller noted that the City only controls the property north of 154th. Most of the property south of that is controlled by the Tribes.

Director Miller then gave a follow up on land use noticing signs. Staff has created an internal policy to place signs in logical locations as requested by Council at the retreat. Councilmember Muller suggested providing a QR code specific to the project. Director Miller agreed.

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

- 1. Approval of the January 10, 2022 City Council Meeting Minutes

Consent

- 2. Approval of the January 19, 2022 Claims in the Amount of \$386,676.42 Paid by EFT Transactions and Check Numbers 152826 through 152893 with Check Number 152716 Voided
- 3. Approval of the January 20, 2022 Claims in the Amount of \$2,032,566.86 Paid by EFT Transactions and Check Numbers 152894 through 152986

4. Approval of the January 25, 2022 Payroll in the Amount of \$1,496,703.87 Paid by EFT Transactions and Check Numbers 33788 through 33806
5. Approval of the January 26, 2022 Claims in the Amount of \$252,867.44 Paid by EFT Transactions and Check Numbers 152987 through 153074 with Check Numbers 152497, 152618, 152848, and 152888 Voided

There were no comments or questions regarding these items.

Review Bids

6. Consider the Contract Award for the Downtown Stormwater Treatment Project

Director Latimer explained this is a placeholder for a bid that will be coming to Council next week. The bids open on this week for the Downtown Stormwater Treatment Project which will treat about 460 acres that come from downtown before being discharged into the slough. There is a bid alternate to allow a couple different types of treatment media. There is also sole sourcing of certain materials and equipment that are consistent with what the City already uses throughout the lift stations. The engineer's estimate is \$10,400,000.

Councilmember Muller recommended that councilmembers take a look at the project on the PowerPoint via the link that had been provided, if they haven't already, because it is very attractive. Director Latimer concurred.

7. Consider the Contract Award for the Comeford Park and Restroom Project

Director Latimer explained this is also a placeholder for a bid that will open on Wednesday. This is for a redo of Comeford Park including a new restroom, new connection through the new Delta Plaza, new event seating adjacent to the plaza, enhanced circulation throughout the area, new concrete walkways, new lighting, landscaping and associated utilities. The engineer's estimate is \$1.5 million.

Public Hearings

New Business

8. Consider the Snohomish County Human Services Grant in the Amount of \$15,000.00

Assistant Parks Director Hall explained this is a continuing contract with Snohomish County Human Services. The grant is \$15,000 and helps cover program specialists to help man the desks.

9. Consider the HVAC Maintenance & Repair Services Contract Supplemental Agreement No. 4 with D.K. Systems in the Amount of \$75,000.00

Director Latimer explained this would extend a previous contract with D.K. Systems for HVAC Maintenance & Repair Services.

Councilmember James asked if the contract had been adjusted to factor in that the equipment at the new civic campus would be new and likely under warranty. Director Latimer stated she would check on that.

Councilmember Richards asked if they would even need HVAC for this building because they would be vacating it by fall. Director Latimer replied that this covers all the buildings in the city.

10. Consider the Axon Enterprise, Inc. Contract for Interview Room Cameras for the Public Safety Building and Jail in the Amount of \$90,687.51

Chief Scairpon and Assistant Chief Jim Lawless discussed the Axon Enterprise interview room cameras for the Public Safety building and jail. This will help make sure they have a seamless digital evidence solution for interviewing suspects and victims of crimes within the building and at the jail. The costs are spread over five years. The Department is bringing this forward with consideration of using narcotics seizure funds for the first year of expense for this project and then requesting General Fund support going forward. After five years the City will own the equipment and will likely reduce the future cost of the system down to storage and licensing costs.

11. Consider the Julota Software as a Service License Agreement Contract

Chief Scairpon reviewed this item which is used in conjunction with the Washington Association of Sheriffs & Police Chiefs (WASPC) Mental Health Impact Grant. The Julota system allows for WASPC to evaluate the success of that grant program and to report the results back to the state legislature which supplies the grant funds. It will be used by the internal mental health staff as well as the Compass staff that work on that team. There is no cost to the City for this agreement.

12. Consider the Tyler Technologies Quote for Additional Hours for Advanced Scheduling Implementation in the Amount of \$5,180.00

Director Langdon explained this system helps Public Works and the Police Department to do scheduling and online time sheets.

13. Consider the Marysville Tourism Promotion Grant in the Amount of \$2,500.00

PIO Mennie explained this is a Snohomish County grant that will go to help pay for the City to obtain visitor demographics. It is part of a larger effort that is being started this year to create a countywide visitor analytics co-op. The City is matching funds out of staff time.

Councilmember King asked if this is a one-time grant or if it will be annual. PIO Mennie thought they would test the success after the first year to see how valuable it is and if they want to continue.

Council President Norton asked how they are collecting the data. PIO Mennie said it is basically geofencing through cell phones. The information will help the City better target marketing materials.

14. Consider a Resolution to Adopt the Updated Hazard Mitigation Plan

Emergency Preparedness Manager Sarah LaVelle explained this resolution would formally adopt the updated Hazard Mitigation Plan. The Plan identifies and prioritizes actions to help reduce risk from natural and human-caused disasters. She reviewed the process for updating the five-year Plan and the general contents.

15. Consider an Ordinance Amending Marysville Municipal Code Title 22A, the Administration of the Unified Development Code (UDC)

Director Miller explained this item was brought to the City Council in October. It relates to some administrative changes to the zoning code that allow for a little more flexibility in zoning determinations and administrative decisions by the director. It also provides for some additional flexibility regarding modification of use regulations listed in the code.

16. Consider an Ordinance Addressing Wheeled All-Terrain Vehicles (WATVS) Operating on City Streets

Assistant Chief Lawless discussed the draft ordinance for Wheeled All-Terrain Vehicles (WATVS) operating on city streets. The ordinance addresses the majority of concerns that were heard related to this. It is similar to and modeled off what has been successful in Lake Stevens.

Councilmember James referred to the list of what would be required of the vehicles. He doesn't see muffler/sound on there, but it is one of the concerns that was raised. Assistant Chief Lawless noted there is a provision within the ordinance that requires spark suppressors and exhaust systems. Chief Scairpon noted that the requirements of Chapter 46.09 are incorporated. He indicated they could check to see if mufflers are included in that. Council President Norton pointed out that item 11 on the list somewhat addresses this.

Council President Norton asked if the intent is that only the driver and one passenger be allowed. She noted that some of these vehicles have a back row. Assistant Chief Lawless referred to a section which talks about multiple persons and seats designed for two persons. He stated that the intent was not to have multiple people in a seat designed for one person. Some of the vehicles are equipped with seats to carry more than one person, and that would be allowed. Council President Norton referred to Prohibited Areas and asked if North Smokey Point Blvd. should also be added. Chief

Scairpon explained it would already be included because the speed limit is over 35 mph, but they could also list it out if desired by the Council.

Council President Norton gave some background on what other cities have done such as a one-year pilot program and requiring all passengers under 16 to have a helmet regardless of whether or not they have a seatbelt. These might be considered for safety. In regards to the written public comments from Ms. Dickson, Council President Norton said she responded to her and let her know the code addresses pretty much all of her concerns.

Councilmember Richards asked if golf carts are addressed here. Staff replied that they are not. Councilmember Richards suggested they consider looking at those. Councilmember Richards asked if they are required to have insurance. Asst. Chief Lawless replied they have to maintain insurance including liability. Councilmember Richards asked if the vehicles are required to be licensed. Chief Scairpon replied they will be required to be licensed through the Department of Licensing and have a license on the WATV.

Councilmember James asked about crossover traffic from Lake Stevens and Tulalip. He also commented that electric WATVs would not need to have the same requirements for things like mufflers and spark arresters. Asst. Chief Lawless said he would look at incorporating some language to address that.

Councilmember Muller asked for further clarification about registration requirements. They are required to get an ATV license which isn't a road license. He did not think Washington allowed open-wheeled vehicles to be licensed. Chief Scairpon referred to RCW 46.09.442 which deals with wheeled all-terrain vehicles, metal tags for on road and off-road registration. He stated that these types of vehicles are already within the community.

Council President Norton commented that it requires a significant cost to the owners to get these to the point where they are able to be street legal. Most owners are pretty committed to using them appropriately. She has spent a lot of time in a state that allows these and has not noticed any issues with them. She also talked to a few neighboring jurisdictions that have legalized these to see if they have had any issues or complaints, but they say it has gone smoothly.

Councilmember James commented that in communication with the public it could be helpful to distinguish between ATVs and ORVs (Off Road Vehicles).

Council President Norton asked if there was any interest in the helmet requirement for children. Asst. Chief Lawless explained that right now they are required to have a roll cage and a seat belt. If they don't have both of those they would be required to wear a helmet. Also, no one five years of age or younger would be allowed in the vehicle. Councilmember James asked if there is any data to suggest they should restrict this

even further if they have seatbelts and a roll cage. He thought what they had was pretty safe. Councilmember Stevens agreed.

Councilmember Stevens said he likes the idea of a pilot program. Asst. Chief Lawless suggested saying it was a one-year pilot program, and if there are no objections during that time then it grandfathers into a permanent ordinance without having to bring it forward again.

Mayor's Business

Mayor Nehring thanked everyone who participated in the legislative meetings which went very well. The City's priorities were well received.

Staff Business

Director Norton introduced and welcomed Brian Tuley as the new IS Supervisor.

Chief Scairpon provided an update on the rollout of the Police Department's body-worn cameras. They have been deployed to all the patrol staff and most of the custody staff. The program is running smoothly so far and has already been very valuable.

Call on Councilmembers and Committee Reports

Councilmember James asked if the agenda is set for the retreat. Mayor Nehring replied that the agenda is set, and a packet will be coming to Council by the end of the day on Wednesday. If anything needs to be added please contact staff as soon as possible. The retreat will start at 9:30 a.m. on Thursday.

Councilmember King commented he thought the meeting with representatives on Zoom went well. He attended the Mayor's State of the City last Thursday and appreciated the questions from the audience on Zoom. He is looking forward to the new restrooms at Comeford Park being ready for the Strawberry Festival parade.

Councilmember Stevens said he had the honor of attending the Father-Daughter dance last weekend. It was great to have that event back. He asked if they need to let people know about geofencing data being collected via cellphones at the parks. Staff replied that the information is already being collected wherever people go, but they will confirm if any special permission is needed.

Councilmember Richards also went to the State of the City. It was informative and everyone seemed to appreciate it. He noticed that most of the graffiti got cleaned up at Fred Meyer, but there is still some at the 7-11. He commented on the numerous abandoned shopping carts around town. He suggested coming up with a way for citizens to report them (like they are able to report graffiti) so the carts can be collected and returned to the appropriate location.

Councilmember Muller said he enjoyed the recent nice weather with a bike ride around the city and saw many people enjoying the trails and parks. It was good to see people out and about. He took a tour around the new building, and it is looking great.

Council President Norton had no additional comments.

Adjournment

The meeting was adjourned at 8:28 p.m.

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring

Index #2

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
February 14, 2022**

Call to Order

Mayor Nehring called the February 14, 2022 hybrid meeting of the Marysville City Council to order at 7:00 p.m.

Invocation

Pastor Dan Hazen gave the invocation.

Pledge of Allegiance

Mayor Nehring led the pledge of allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Parks & Recreation Director Tara Mizell, Engineering and Transportation Director Jeff Laycock, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Asst. Police Chief Jim Lawless, Communications Manager Connie Mennie, Fire Chief Martin McFalls, Public Works Services and Utilities Director Karen Latimer, Systems Analyst Mike Davis, IT Supervisor Brian Tuley, City Attorney Jon Walker, Emergency Preparedness Manager Sarah LaVelle, Deputy City Clerk Gen Geddis

Absent: Councilmember Michael Stevens

Motion to excuse the absence of Councilmember Stevens moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

Approval of the Agenda

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

AYES: ALL

Presentations

A. Police Officers Swearing-In

New police officers were introduced, sworn in, and welcomed to the City.

Audience Participation

Approval of Minutes

1. Approval of the January 10, 2022 City Council Meeting Minutes

Motion to approve the January 10, 2022 City Council Meeting Minutes moved by Councilmember King seconded by Councilmember James.

AYES: ALL

Consent

2. Approval of the January 19, 2022 Claims in the Amount of \$386,676.42 Paid by EFT Transactions and Check Numbers 152826 through 152893 with Check Number 152716 Voided
3. Approval of the January 20, 2022 Claims in the Amount of \$2,032,566.86 Paid by EFT Transactions and Check Numbers 152894 through 152986
4. Approval of the January 25, 2022 Payroll in the Amount of \$1,496,703.87 Paid by EFT Transactions and Check Numbers 33788 through 33806
5. Approval of the January 26, 2022 Claims in the Amount of \$252,867.44 Paid by EFT Transactions and Check Numbers 152987 through 153074 with Check Numbers 152497, 152618, 152848, and 152888 Voided
17. Approval of the February 10, 2022 Payroll in the Amount of \$1,583,741.25 Paid by EFT Transactions and Check Numbers 33807 through 33831
8. Consider Approving the Snohomish County Human Services Grant in the Amount of \$15,000.00

9. Consider Approving the HVAC Maintenance & Repair Services Contract Supplemental Agreement No. 4 with D.K. Systems in the Amount of \$75,000.00
10. Consider Approving the Axon Enterprise, Inc. Contract for Interview Room Cameras for the Public Safety Building and Jail in the Amount of \$90,687.51
11. Consider Approving the Julota Software as a Service License Agreement Contract
12. Consider Approving the Tyler Technologies Quote for Additional Hours for Advanced Scheduling Implementation in the Amount of \$5,180.00
13. Consider Approving the Marysville Tourism Promotion Grant in the Amount of \$2,500.00

Motion to approve the entire Consent Agenda moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

Review Bids

Director Laycock presented both bids with the low bidder information from the February 9 back-to-back bid openings.

6. Consider Approving the Downtown Stormwater Treatment Project Contract with McClure and Sons, Inc. in the Amount of \$10,868,254.24 with a Management Reserve of \$543,413.00 for a Total Allocation of \$11,411,667.24

Motion to approve the Downtown Stormwater Treatment Project Contract with McClure and Sons, Inc. in the Amount of \$10,868,254.24 with a Management Reserve of \$543,413.00 for a Total Allocation of \$11,411,667.24 moved by Council President Norton seconded by Councilmember King.

AYES: ALL

7. Consider Approving the Comeford Park and Restroom Project Contract with Moon Construction Company, Inc. in the Amount of \$1,657,472.20 with a Management Reserve of \$82,873.61 for a Total Allocation of \$1,740,345.81

Motion to approve the Comeford Park and Restroom Project Contract with Moon Construction Company, Inc. in the Amount of \$1,657,472.20 with a Management Reserve of \$82,873.61 for a Total Allocation of \$1,740,345.81 moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Public Hearings

New Business

14. Consider Approving a Resolution to Adopt the Updated Hazard Mitigation Plan

Emergency Preparedness Manager LaVelle presented on this item.

Motion to approve Resolution 2512 to adopt the Updated Hazard Mitigation Plan moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

15. Consider Approving an Ordinance Amending Marysville Municipal Code Title 22A, the Administration of the Unified Development Code (UDC)

Director Miller presented on this item.

Motion to approve Ordinance 3207 amending Marysville Municipal Code Title 22A, the Administration of the Unified Development Code (UDC) moved by Councilmember King seconded by Councilmember Muller.

AYES: ALL

16. Consider Approving an Ordinance Addressing Wheeled All-Terrain Vehicles (WATVS) Operating on City Streets

Chief Scairpon and Asst. Chief Lawless presented on this item. Councilmember Vaughan had specific questions he would like more information on. Councilmembers James, Muller, and Norton would like to review the information a little more before making a decision.

This item was tabled until the next Council meeting.

Legal

Mayor's Business

18. Supplemental Budget (ARPA) Discussion

Director Langdon presented on this item.

Motion to approve Ordinance 3208 moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Staff Business

Call on Councilmembers and Committee Reports

Councilmember Vaughan had no further comments.

Councilmember James wished everyone a Happy Valentine's Day.

Councilmember King commented that the 8th Street Improvement Project is looking good. He remarked that he wants to do more research on ATV's.

Councilmember Richards said he had a good time at the Council retreat. He wished everyone Happy Valentine's Day.

Councilmember Muller agreed it was a great retreat. He welcomed the new officers to Maryville.

Council President Norton gave a report on the Public Works Committee meeting. She commented on lowered calls for first responders and noted that 38% of calls come in from police. They are doing a good job with proactive policing. Also, the average response time for an emergency call is 4 minutes.

Adjournment

Motion to adjourn the meeting moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

The meeting was adjourned at 7:52 p.m.

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: MARCH 7, 2022

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the February 23, 2022 claims in the amount of \$756,644.05 paid by EFT transactions and Check No.'s 153651 through 153787.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/23/2022 TO 2/23/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153651	STRIDER CONSTRUCTION	PAY ESTIMATE/RETAINAGE #22	GMA-STREET	-16,726.63
	STRIDER CONSTRUCTION		GMA - STREET	334,532.50
153652	PREMERA BLUE CROSS	CLAIMS PAID 2/6 TO 2/12/22	MEDICAL CLAIMS	49,943.04
153653	PREMERA BLUE CROSS	CLAIMS PAID 2/13 - 2/19/22	MEDICAL CLAIMS	44,166.30
153654	*AL'S TRUCK*	COUPLING FITTING #H014	EQUIPMENT RENTAL	32.84
153655	911 SUPPLY INC.	UNIFORM - HERRERA	POLICE PATROL	15.41
	911 SUPPLY INC.	UNIFORM - CIKAUSKAS	DETENTION & CORRECTION	16.52
	911 SUPPLY INC.	UNIFORM - HERRERA	POLICE PATROL	147.52
	911 SUPPLY INC.	UNIFORM - BLAKE, BEN	DETENTION & CORRECTION	166.24
	911 SUPPLY INC.	UNIFORM - HAMBURG	POLICE PATROL	166.24
	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	621.92
	911 SUPPLY INC.	UNIFORM - BOGGS	POLICE PATROL	1,313.51
	911 SUPPLY INC.	UNIFORM - LEE	DETENTION & CORRECTION	1,541.47
153656	AKTIVOV LLC	2022 MAINTENANCE/SUPPORT	UTIL ADMIN	39,074.75
153657	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	184.52
153658	AMAZON CAPITAL	PAPERCLIPS	GENERAL	8.72
	AMAZON CAPITAL	GORILLA GLUE PUTTY	OPERA HOUSE	12.36
	AMAZON CAPITAL	WATERPROOF CAMERA BAG	EXECUTIVE ADMIN	18.02
	AMAZON CAPITAL	PAINTER'S TAPE, GIFT BAGS	OPERA HOUSE	75.77
	AMAZON CAPITAL	PROPANE BASES	ROADWAY MAINTENANCE	90.67
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	112.34
	AMAZON CAPITAL		POLICE PATROL	194.30
	AMAZON CAPITAL	SAFETY CABINET	POLICE PATROL	1,547.02
153659	APEX HYDROVAC TOOLS	HOSE REEL CONNECTORS	STORM DRAINAGE	327.90
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	327.90
153660	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.84
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.24
153661	ARLINGTON HARDWARE	UNIFORM - SMITH	GENERAL	164.97
153662	ASPECT CONSULTING	SOURCE CONTROL ORDINANCE	STORM DRAINAGE	7,457.00
153663	B&L INTERPRETING	INTERPRETER	POLICE INVESTIGATION	105.08
153664	BADER-KLEIN, SUZANNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.79
153665	BANK OF AMERICA	REGISTRATION	CITY COUNCIL	28.40
153666	BANK OF AMERICA	MEETING REFRESHMENTS	UTIL ADMIN	105.18
153667	BANK OF AMERICA	ASSEMBLY PISTON	ENGR-GENL	122.63
153668	BANK OF AMERICA	REGISTRATION/MAILINGS	COMMUNITY	105.00
	BANK OF AMERICA		COMMUNITY	125.78
153669	BANK OF AMERICA	LABS FOR COURT CASE	LEGAL - PROSECUTION	299.00
153670	BANK OF AMERICA	MAILINGS/SUPPLIES	DEVELOPMENT SERVICES	93.62
	BANK OF AMERICA		COMMUNITY	246.14
153671	BANK OF AMERICA	ADVERTISING	POLICE ADMINISTRATION	45.00
	BANK OF AMERICA		RECREATION SERVICES	45.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	350.00
153672	BANK OF AMERICA	RENEWAL	LEGAL-GENL	480.70
153673	BANK OF AMERICA	REGISTRATION	TRAINING	570.00
153674	BANK OF AMERICA	ADVERTISING/SUPPLIES	POLICE ADMINISTRATION	46.99
	BANK OF AMERICA		POLICE ADMINISTRATION	569.22
153675	BANK OF AMERICA	REGISTRATION/ROBE CLEANING	MUNICIPAL COURTS	727.43
153676	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,262.05
153677	BANK OF AMERICA	REGISTRATION/ADVERTISING	ENGR-GENL	375.00
	BANK OF AMERICA		PARK & RECREATION FAC	450.00
	BANK OF AMERICA		UTIL ADMIN	510.00
153678	BANK OF AMERICA	TRAVEL/TRAINING	POLICE TRAINING-FIREARMS	14.99
	BANK OF AMERICA		POLICE PATROL	23.08
	BANK OF AMERICA		POLICE INVESTIGATION	151.18
	BANK OF AMERICA		POLICE ADMINISTRATION	151.18
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	599.45

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/23/2022 TO 2/23/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153678	BANK OF AMERICA	TRAVEL/TRAINING	POLICE TRAINING-FIREARMS	677.51
153679	BANK OF AMERICA	FIR TREES/REGISTRATION	RECREATION SERVICES	197.00
	BANK OF AMERICA		CAPITAL EXPENDITURES	2,019.86
153680	BANK OF AMERICA	CAMERA MOUNTS	POLICE ADMINISTRATION	278.84
	BANK OF AMERICA		POLICE PATROL	3,353.60
153681	BANK OF AMERICA	SUPPLIES	FINANCE-GENL	10.32
	BANK OF AMERICA		COMPUTER SERVICES	44.75
	BANK OF AMERICA		COMMUNITY	87.44
	BANK OF AMERICA		DETENTION & CORRECTION	203.24
	BANK OF AMERICA		COMPUTER SERVICES	276.07
	BANK OF AMERICA		PRO-SHOP	319.75
	BANK OF AMERICA		CAPITAL EXPENDITURES	3,221.57
153682	BANK OF AMERICA	REGISTRATION/TRAVEL	POLICE TRAINING-FIREARMS	44.40
	BANK OF AMERICA		DETENTION & CORRECTION	506.93
	BANK OF AMERICA		PROPERTY TASK FORCE	527.31
	BANK OF AMERICA		OFFICE OPERATIONS	1,017.60
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	5,542.00
153683	BANK OF AMERICA	DIRECTOR/COUNCIL/REGISTRATION	CITY COUNCIL	-660.00
	BANK OF AMERICA		GENERAL FUND	-200.51
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	115.04
	BANK OF AMERICA		FINANCE-GENL	720.48
	BANK OF AMERICA		POLICE ADMINISTRATION	720.48
	BANK OF AMERICA		UTIL ADMIN	720.48
	BANK OF AMERICA		ENGR-GENL	720.48
	BANK OF AMERICA		RECREATION SERVICES	720.48
	BANK OF AMERICA		EXECUTIVE ADMIN	1,440.98
	BANK OF AMERICA		EXECUTIVE ADMIN	2,456.50
	BANK OF AMERICA		CITY COUNCIL	5,043.37
153684	BICKFORD FORD	PARTS INVENTORY	ER&R	571.99
153685	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,345.89
	BILLING DOCUMENT SPE		UTILITY BILLING	5,325.74
153686	BNSF RAILWAY COMPANY	FLAGGING	PARK & RECREATION FAC	515.17
153687	CASCADE COLUMBIA	PAX-XL8	WASTE WATER TREATMENT	14,354.37
	CASCADE COLUMBIA	PAX XL8	WASTE WATER TREATMENT	15,349.66
	CASCADE COLUMBIA	PAX-XL8	WASTE WATER TREATMENT	17,819.23
153688	COASTAL FARM & HOME	UNIFORM - MORGAN	PARK & RECREATION FAC	69.94
	COASTAL FARM & HOME	UNIFORM - LANCE	UTIL ADMIN	91.78
	COASTAL FARM & HOME	UNIFORM - BOND	PURCHASING/CENTRAL	139.89
	COASTAL FARM & HOME	UNIFORM - WETZEL	GENERAL	177.40
	COASTAL FARM & HOME	UNIFORM - BOND	PURCHASING/CENTRAL	178.25
153689	CORRECTIONS, DEPT OF	INMATE PAY FOR JANUARY 2022	ROADSIDE VEGETATION	152.56
153690	DICKS TOWING	TOWING 22-5448	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-5585	POLICE PATROL	77.47
153691	DIXON, ROLLAND	UTILITY TAX REBATE	UTIL ADMIN	44.15
	DIXON, ROLLAND		NON-DEPARTMENTAL	83.54
	DIXON, ROLLAND		UTIL ADMIN	209.36
153692	DK SYSTEMS, INC.	HVAC MAINTENANCE Q1 2022	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
153693	DMH INDUSTRIAL	REPAIR LIFT STATION PUMP	WASTE WATER TREATMENT	1,701.90

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153694	DUNLAP INDUSTRIAL	UNIFORM - CARDON	EQUIPMENT RENTAL	197.64
153695	DURHAM, GLENNIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.14
153696	E&E LUMBER	KEYS	MAINTENANCE	9.28
	E&E LUMBER	IRRIGATION REPAIR	ROADSIDE VEGETATION	34.86
	E&E LUMBER	TREATED LUMBER	PARK & RECREATION FAC	41.01
	E&E LUMBER	PLUMBING FITTINGS	WATER RESERVOIRS	59.13
	E&E LUMBER	ALUMINUM ANGLE #J031	EQUIPMENT RENTAL	62.93
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	63.80
	E&E LUMBER	FITTINGS, CABLE	PUMPING PLANT	77.38
	E&E LUMBER	LADDER	FACILITY MAINTENANCE	146.89
153697	EAGLE FENCE	FENCE REPAIR	ROADSIDE VEGETATION	681.96
	EAGLE FENCE		STORM DRAINAGE	1,576.88
153698	EAST JORDAN IRON WOR	BOLTS	SEWER MAIN COLLECTION	249.20
153699	ENGLISH, ELISHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	144.44
153700	ETELAMSKI, MERILYN		NON-DEPARTMENTAL	65.59
153701	EWING IRRIGATION	SUPPLIES TREE REPLANTING	ROADSIDE VEGETATION	481.60
153702	FAMILY PET MEDICAL	K-9 CARE	K9 PROGRAM	165.59
153703	FBI/LEEDA	LEEDA DUES - THOMAS	POLICE ADMINISTRATION	50.00
153704	FLEETPRIDE, INC.	LED BACKUP LAMPS	ER&R	-12.41
	FLEETPRIDE, INC.		ER&R	1,507.73
153705	FREDRICH, JOSEPH & K	UB REFUND	WATER/SEWER OPERATION	9.85
153706	GENUINE AUTO GLASS	REPLACED WINDSHIELD #P159	EQUIPMENT RENTAL	527.94
153707	GEOTEST SERVICES INC	PERIOD ENDING 1/30/22	GMA - STREET	5,491.40
153708	GOOD, DIANA	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.35
	GOOD, DIANA		UTIL ADMIN	44.15
	GOOD, DIANA		UTIL ADMIN	209.36
153709	GRAINGER	ITEMS FOR INVENTORY	ER&R	628.84
153710	HACK, SUNDEE	UTILITY TAX REBATE	UTIL ADMIN	44.15
	HACK, SUNDEE		NON-DEPARTMENTAL	45.70
	HACK, SUNDEE		UTIL ADMIN	209.36
153711	HARBOR FREIGHT TOOLS	UTILITY CASE, FIRE GAUGES	WATER DIST MAINS	28.40
153712	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
153713	HD FOWLER COMPANY	AIRLIFT REPAIRS	WASTE WATER TREATMENT	728.56
	HD FOWLER COMPANY	UPGRADE PARTS	WATER DIST MAINS	9,008.26
153714	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	2,695.09
	HDR ENGINEERING		GMA - STREET	11,929.59
153715	HOME DEPOT USA	TORCH KIT	ER&R	332.76
153716	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	48.31
	HOME DEPOT USA		CUSTODIAL SERVICES	72.66
	HOME DEPOT USA		CUSTODIAL SERVICES	182.86
	HOME DEPOT USA		CUSTODIAL SERVICES	1,030.59
153717	HOUSE OF UPHOLSTERY	REPAIR/REBUILD SEAT #P180	EQUIPMENT RENTAL	710.45
153718	IH2 PROPERTY OF WA L	UB REFUND	WATER/SEWER OPERATION	147.44
153719	INTERMOUNTAIN LOCK	ITEMS FOR GOLFS RESTROOM	MAINTENANCE	411.51
153720	J2 CLOUD SERVICES	E-FAX MONTHLY BILL	COMPUTER SERVICES	725.00
153721	JENNINGS, AARON	UB REFUND	WATER/SEWER OPERATION	204.46
153722	JOHNSON, AARON	INSTRUCTOR SERVICE	RECREATION SERVICES	540.00
153723	JOHNSON, MARK	UTILITY TAX REBATE	NON-DEPARTMENTAL	79.52
153724	JURASIN, SHARON		NON-DEPARTMENTAL	39.02
153725	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
153726	KELLER SUPPLY COMPAN	FILTERS	WATER DIST MAINS	75.01
153727	KENDALL CHEVROLET	HEADLIGHT ASSY #V011	EQUIPMENT RENTAL	349.67
	KENDALL CHEVROLET	STARTER ASSY	ER&R	399.73
153728	KLAUS, BERNADETTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.50
153729	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	240.00
153730	LAKEWOOD SCHOOL DIST	GYM RENTAL	RECREATION SERVICES	380.00
153731	LASTING IMPRESSIONS	UNIFORM - MANER	DETENTION & CORRECTION	19.67
	LASTING IMPRESSIONS	HATS WITH LOGOtem 3 - 4	ER&R	587.75

**CITY OF MARYSVILLE
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153731	LASTING IMPRESSIONS	UNIFORM - CODE ENFORCEMENT	COMMUNITY SERVICES UNIT	674.34
	LASTING IMPRESSIONS	T-SHIRTS/SWEATSHIRTS	ER&R	1,986.36
153732	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	246.40
153733	LES SCHWAB TIRE CTR	TIRE REPAIR #H020	EQUIPMENT RENTAL	34.98
153734	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	85.33
	LOOMIS		UTIL ADMIN	85.33
	LOOMIS		UTILITY BILLING	170.65
	LOOMIS		GOLF ADMINISTRATION	227.54
	LOOMIS		POLICE ADMINISTRATION	341.31
	LOOMIS		MUNICIPAL COURTS	341.31
153735	LUCKEY, MYRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.29
	LUCKEY, MYRA		UTIL ADMIN	44.15
	LUCKEY, MYRA		UTIL ADMIN	209.36
153736	MACLEOD RECKORD, PLLC	BILLING THROUGH 1/31/22	GMA-PARKS	8,155.26
153737	MACWILLIAMS, KYLE &	UB REFUND	WATER/SEWER OPERATION	98.73
153738	MARYSVILLE AWARDS	CIVIL SERVICE NAME PLATE	PERSONNEL ADMINISTRATION	24.59
153739	MCLOUGHLIN & EARDLEY	VERTEX BLACK COVERS	ER&R	157.39
153740	MOTOR TRUCKS	ITEMS FOR INVENTORY	ER&R	744.80
153741	NAPA AUTO PARTS	CREDIT INVOICE 4642-506816/4642-506855	EQUIPMENT RENTAL	-182.16
	NAPA AUTO PARTS	CREDIT 4642-506816	EQUIPMENT RENTAL	-153.61
	NAPA AUTO PARTS	OIL SEAL/LOCK KIT #V018	EQUIPMENT RENTAL	24.13
	NAPA AUTO PARTS	AIR FILTER #H010	EQUIPMENT RENTAL	38.01
	NAPA AUTO PARTS	WHEEL CYLINDER #V014	EQUIPMENT RENTAL	59.92
	NAPA AUTO PARTS	WEED EATER/CHAIN SAW PARTS	SMALL ENGINE SHOP	61.21
	NAPA AUTO PARTS	2.5 GAL DEF	STORM DRAINAGE	82.74
	NAPA AUTO PARTS		SEWER MAIN COLLECTION	82.74
	NAPA AUTO PARTS	OIL/AIR FILTERS	SMALL ENGINE SHOP	97.63
	NAPA AUTO PARTS	PARTS FOR #V004	EQUIPMENT RENTAL	153.61
	NAPA AUTO PARTS	HEAD TRIMMER KIT	SMALL ENGINE SHOP	260.39
	NAPA AUTO PARTS	PARTS FOR INVENTORY	ER&R	454.51
	NAPA AUTO PARTS	PARTS FOR #V004	EQUIPMENT RENTAL	575.11
153742	NAYAYA, SULE	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.46
153743	NORTH SOUND HOSE	PLUMBING PARTS	SMALL ENGINE SHOP	81.60
153744	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	840.00
153745	NORTHWEST HYDRAULIC	WATERSHED PLANNING SERVICE	STORM DRAINAGE	3,136.25
153746	OBRIEN, DONNA J	UB REFUND	WATER/SEWER OPERATION	230.17
153747	OFFICE DEPOT	CREDIT #223481757001	UTIL ADMIN	-109.29
	OFFICE DEPOT	CHAIR MAT	UTIL ADMIN	109.29
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	260.36
153748	OREILLY AUTO PARTS	AIR FILTER	ER&R	23.87
	OREILLY AUTO PARTS	NEW ALTERNATOR #V010	EQUIPMENT RENTAL	170.05
	OREILLY AUTO PARTS	PARTS #V011	EQUIPMENT RENTAL	256.58
153749	OSBORNE, DIANA	UB REFUND	GARBAGE	6.94
153750	OWEN EQUIPMENT	PARTS FOR #H002	EQUIPMENT RENTAL	535.59
153751	PACIFIC POWER BATTER	BATTERY EDWARD BOOSTER STATION	SOURCE OF SUPPLY	41.84
153752	PACWEST MACHINERY	SWEEPER CURTAIN SET #H012	EQUIPMENT RENTAL	570.80
	PACWEST MACHINERY	SWEEPER CURTAIN SET #H020	EQUIPMENT RENTAL	570.80
153753	PLATT ELECTRIC	ITEMS FOR PW BUILDING	UTIL ADMIN	134.47
	PLATT ELECTRIC	LED 20W	FACILITY MAINTENANCE	200.15
153754	PNPCA NW WA	DUES	WASTE WATER TREATMENT	110.00
153755	POSTAL SERVICE	COST FOR POSTCARD MAILING	RECREATION SERVICES	5,554.58
153756	POTTERY NOOK, THE	INSTRUCTOR SERVICE	RECREATION SERVICES	42.00
	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	64.80
153757	PUD	ACCT #205195373	PARK & RECREATION FAC	18.52
	PUD	ACCT #202461026	MAINT OF GENL PLANT	20.51
	PUD	ACCT #200501617	TRANSPORTATION	26.79
	PUD	ACCT #200973956	SEWER LIFT STATION	35.62
	PUD	ACCT #202794657	TRANSPORTATION	38.72

**CITY OF MARYSVILLE
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153757	PUD	ACCT #203500020	STREET LIGHTING	49.75
	PUD	ACCT #200448801	TRANSPORTATION	57.91
	PUD	ACCT #202303301	SEWER LIFT STATION	63.75
	PUD	ACCT #202288585	TRANSPORTATION	66.57
	PUD	ACCT #222664310	TRANSPORTATION	85.25
	PUD	ACCT #202524690	PUMPING PLANT	89.17
	PUD	ACCT #220681340	STORM DRAINAGE	91.18
	PUD	ACCT #222664740	TRANSPORTATION	92.97
	PUD	ACCT #221115934	MAINT OF GENL PLANT	94.00
	PUD	ACCT #200061463	PARK & RECREATION FAC	100.63
	PUD	ACCT #202011813	PUMPING PLANT	116.17
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	123.41
	PUD	ACCT #222663973	TRANSPORTATION	137.75
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	140.63
	PUD	ACCT #222025900	PUMPING PLANT	193.67
	PUD	ACCT #223013277	AFFORDABLE HOUSING	200.33
	PUD	ACCT #201675634	WASTE WATER TREATMENT	236.52
	PUD	ACCT #201628880	WASTE WATER TREATMENT	296.97
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	303.02
	PUD	ACCT #201247699	STREET LIGHTING	304.89
	PUD	ACCT #202177333	MAINT OF GENL PLANT	978.35
	PUD	ACCT #201617479	CITY HALL	1,029.59
	PUD	ACCT #200021871	COURT FACILITIES	1,074.75
	PUD	ACCT #201587284	WASTE WATER TREATMENT	1,113.35
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,952.40
153758	QUALITY COATINGS INS	WORK PERFORMED	WATER CAPITAL PROJECTS	28,125.40
153759	REECE TRUCKING	DUMP CLEAN DRY DIRT	SIDEWALK MAINTENANCE	90.70
	REECE TRUCKING	DUMP CLEAN ASPHALT	ROADWAY MAINTENANCE	94.01
153760	RH2 ENGINEERING INC	SANITARY SEWER COMP PLAN UPDATE	SEWER CAPITAL PROJECTS	6,489.33
153761	RIBA, KARENSA	REFUND CLASS REGISTRATION	PARKS-RECREATION	15.00
153762	SAFeway INC.	COFFEE FOR SENIOR PROGRAM	COMMUNITY CENTER	29.83
153763	SCORE	SCORE HOUSING	DETENTION & CORRECTION	20,435.20
153764	SCOTT HOSKINSON	UB REFUND	WATER/SEWER OPERATION	242.82
153765	SHEEHAN, FRANCIS M	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.28
153766	SHI INTERNATIONAL	ADOBE PRO DC	CITY CLERK	90.76
153767	SNO CO AUDITOR	REPLENISHMENT ACCT #1532	GMA - STREET	213.50
153768	SOLID WASTE SYSTEMS	REPAIR #J025	EQUIPMENT RENTAL	8,646.02
153769	SOUND SAFETY	CREDIT INVOICE #046181/6	UTIL ADMIN	-361.79
	SOUND SAFETY	UNIFORM - NEWMAN	GENERAL	154.82
	SOUND SAFETY		GENERAL	193.27
	SOUND SAFETY	UNIFORM - SCHOOLCRAFT	UTIL ADMIN	231.01
	SOUND SAFETY	UNIFORM - LINDBERG	UTIL ADMIN	353.23
	SOUND SAFETY		UTIL ADMIN	361.79
153770	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	39.89
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	79.77
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	79.77
	SPRINGBROOK NURSERY		SIDEWALK MAINTENANCE	199.43
153771	STAPLES	VEHICLE INSURANCE CARDS	RISK MANAGEMENT	39.76
153772	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
153773	SUNBELT RENTALS	SHOP VAC FILTERS/PARTS	SMALL ENGINE SHOP	357.83
153774	SUPERIOR RESTROOMS	PORTABLE TOILET SERVICE	ROADSIDE VEGETATION	142.09
153775	THYSSENKRUPP ELEVATO	PLATINUM FULL MAINTENANCE	PUBLIC SAFETY BLDG	346.50
	THYSSENKRUPP ELEVATO		CITY HALL	346.50
153776	UNITED PARCEL SERVIC	SHIPPING CREDIT	POLICE PATROL	-4.24
	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	43.23
153777	VANDERPOOL, LULA MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	93.68

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153778	WASHINGTON FEDERAL	RETAINAGE PAY ESTIMATE #22	GMA-STREET	16,726.63
153779	WELSH COMMISSIONING	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	2,828.25
153780	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	385.28
153781	WFOA	BARS TRAINING - CRANE	FINANCE-GENL	100.00
153782	WHISTLE WORKWEAR	UNIFORM - PALITZ	UTIL ADMIN	146.22
	WHISTLE WORKWEAR	UNIFORM - MUNRO	GENERAL	148.20
	WHISTLE WORKWEAR	UNIFORM - SCOTT	EQUIPMENT RENTAL	163.04
	WHISTLE WORKWEAR	UNIFORM - MONRO	GENERAL	167.98
	WHISTLE WORKWEAR	UNIFORM - PALITZ	UTIL ADMIN	200.00
153783	WILSON, ROGER & BETT	UB REFUND	WATER/SEWER OPERATION	174.37
153784	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	382.50
	ZIONS BANK		ENTERPRISE D/S	382.50
153785	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	57.54
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	65.79
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	72.25
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	86.77
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	195.99
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	230.17
153786	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	52.65
153787	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	59.19
	ZIPLY FIBER		UTIL ADMIN	59.20

WARRANT TOTAL: \$756,644.05

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED


WARRANT TOTAL: \$756,644.05

Index #4

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 7, 2022

AGENDA ITEM:	
Bid Award for Opera House Exterior Painting	
PREPARED BY:	DIRECTOR APPROVAL:
Tony Colinas, Parks Maintenance & Support Services Supervisor	
DEPARTMENT:	
Public Works - Facilities	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Bid Tabulation 2. Contract 	
BUDGET CODE:	AMOUNT:
	\$114,762.83
SUMMARY:	

The historic Marysville Opera House has masonry walls that were unsealed when it was constructed in 1911. During high precipitation and wind events moisture works its way through the masonry walls and causes water pooling on the stage and moisture damage on other interior walls. This project will prevent future water damage by repairing cracks, filling deep voids, applying a water sealer, and applying two coats of color-matched breathable exterior paint.

This project was funded as part of the April 2021 budget amendment approved by City Council. No bids were received the first time this project was put out to bid. One bid was received the second time this project was put out to bid. The bid amount exceeded the project budget and Council rejected this bid at the September 13, 2021 City Council meeting. The project was bid again in January 2022 and received six (6) bids.

The low bid was for \$109,297.93 including Washington State sales tax was from K-A General Construction. Staff have reviewed the bid documents and have determined that K-A General's bid is responsive and that K-A General Construction is the lowest responsible bidder. Staff therefore recommends that the Contract be awarded to K-A General Construction in the amount of \$109,297.93. Staff also recommends that City Council authorize a 5% management reserve, as noted below, which would allow the City to administer the project and to evaluate conditions and execute changes that may be necessary to complete the work.

Contract Bid (includes WST):	\$109,297.93
Management Reserve:	<u>\$ 5,464.90</u>
Total Allocation:	\$ 114,762.83

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Opera House Exterior Painting contract with K-A General Construction in the amount of \$109,297.93, and approve a 5% management reserve of \$5464.90, for a total allocation of \$114,762.83.

INSERT DATE
1.26.22

Apparent Low Bidder

DESCRIPTION	K-A General Construction		Sabelhaus West Inc.		Cantrell Restoration Company		Long Painting Company		Cascade Industrial Services		Masonry Restoration	
	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
Operahoue recoating - base bid	\$99,998.11		\$107,491.06		\$168,950.00		\$240,200.00		\$294,965.00		\$521,300.00	
WSST @9.3%	\$9,299.82		\$9,996.67		\$15,712.35		\$22,338.60		\$27,431.75		\$48,480.90	
		\$109,297.93		\$117,487.73		\$184,662.35		\$262,538.60		\$322,396.74		\$569,780.90

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and K-A General Construction , a Limited Liability Company, organized under the laws of the state of Washington, located and doing business at P.O. Box 2304; Woodinville WA 98072-2304 (the “Contractor”).

WHEREAS, the City desires Operahouse recoating and repainting; and

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

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

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

1. Scope of Work—the Project.

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

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than October 31, 2022.

3. Commencement of Work.

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

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

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

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

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Hundred Nine Thousand Two Hundred Ninety Eight Dollars (\$109,298.00) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

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

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

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

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

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

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

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

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

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

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

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

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

7. Bonding and Retainage.

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

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

8. Termination of Contract.

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

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

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

9. Contractor's Status as Independent Contractor.

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

10. Prevailing Wages.

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

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

11. Contractor's Risk of Loss.

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

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

12. **Indemnification and Hold Harmless.**

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

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

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

_____ (City Initials) _____ (Contractor Initials)

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

13. **Insurance.**

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

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

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

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

The Contractor shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

14. Additional Responsibilities of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

15. City Ownership of Work Products.

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

16. Assignment and Subcontractors.

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

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

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

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

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

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

17. Notices and Contract Representatives.

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

This Contract shall be administered for the City by the City's Contract Representative, Tony Colinas, and shall be administered for the Contractor by the Contractor's Contract Representative, Kalwinder Brar. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Tony Colinas
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

To Contractor: Kalwinder Brar
 K-A general Construction
 P.O. 2304
 Woodinville, WA 98072

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

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

20. Non-Waiver.

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

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

21. Survival.

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

22. Third Parties.

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

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

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

27. Counterparts.

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

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

_____(CONTRACTOR)

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

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents

**SMALL PUBLIC WORKS INVITATION TO BID Opera House Exterior Painting –
Addendum 1 – January 5, 2022**

Bid Date Requested: January 5, 2022

Bid Due Date: No later than Thursday January 20, 2022, 4:00 PM

Contact: Tony Colinas, Parks Maintenance and Support Services Supervisor by phone at (360) 363-8175 and by email at tcolinas@marysvillewa.gov

Addendum 1: Project Specifications

- Wet sandblast where needed to remove old paint down to original concrete. In all other areas power wire brush all loose paint as needed.
- Pressure wash to remove all dust and debris and clean up all areas.
- Apply Thoro Seal (or comparable product) to deep voids.
- Patch in all concrete sills as needed to include spalls.
- Repair all cracks in the concrete facade, window sills and ledges
- Apply Hydro Seal (or comparable product) to all walls
- Apply Sherwin and Williams (or comparable product) exterior latex paint breathable paint to the entire surface to two coats. Color to match original.
- Repaint all exterior window frames and doors green to match green on doors.
- Clean up all debris daily.
- Provide a warranty on all labor and materials.
- Describe any prior experience working on historical buildings.

The City tested both colors of paint for lead on 3.25.21 using a 3M test kit and results were negative.

All Questions are due by 4:00 PM, Tuesday January 18th 2022.



CERTIFICATION OF BID

IN WITNESS hereto, the undersigned bidder:

- (a) Agrees to the conditions of this bid;
- (b) Certifies that this bid has not been restricted, modified or conditioned;
- (c) Acknowledges receipt of addenda _____ / _____ to _____ / _____;
- (d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- (e) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- (f) Declares, accepts and understands the requirements of the Contract Documents;
- (g) Has reviewed the insurance provisions of the Contract Documents and certifies that coverage will be provided as required; and
- (h) Understands and agrees as to the completion time and liquidated damages as above, and
- (i) With the full authority of the firm submitting this bid has signed below this
20 day of Jan., 2022.

K Brav

Signature of bidder

Kalwinder Brav

Printed Name

President

Title

K-A General Construction Contractor LLC
 Company Name

Address at which to direct correspondence:

P.O. Box 2304

City *Woodenville* State: *WA* Zip: *98072*

Phone: *206-353-2727*

Fax: *—*

Email: *kagcco@gmail.com*

License No.: *KAGENG6941C3*

Index #5

Agreement No. WQSWCAP-2123-MaryPW-00193**WATER QUALITY STORMWATER CAPACITY AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF MARYSVILLE**

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

GENERAL INFORMATION

Project Title:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2123-MaryPW-00193
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

RECIPIENT INFORMATION

Organization Name: City of Marysville

Federal Tax ID: 91-6001459
DUNS Number: 076658673 UEI Number: KENDBGSMVPQ7

Mailing Address: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

Agreement No: WQSWCAP-2123-MaryPW-00193
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

Project Manager	Matthew Eyer Storm/Sewer Supervisor 80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112
Billing Contact	Matthew Eyer Storm/Sewer Supervisor 80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112
Authorized Signatory	Matthew Eyer Eyer Storm/Sewer Supervisor 80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112

Agreement No: WQSWCAP-2123-MaryPW-00193
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>
Financial Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>

Agreement No: WQSWCAP-2123-MaryPW-00193
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

Jon Nehring

Mayor

Date

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

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; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; 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.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. 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.

Project Administration/Management

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 in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$50,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

Agreement No: WQSWCAP-2123-MaryPW-00193
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2123-MaryPW-00193
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

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

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 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

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

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 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.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- 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's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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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.

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Recipient Name: City of Marysville

16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

Agreement No: WQSWCAP-2123-MaryPW-00193
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

- 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.

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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.

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27. SUSTAINABLE PRACTICES

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

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

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

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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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.

End of General Terms and Conditions

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 7, 2022

AGENDA ITEM:	
Contract with Snohomish County Human Services; First Responder Flex Fund	
PREPARED BY:	DIRECTOR APPROVAL:
Wendy Wade	
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Basis Terms and Conditions, Specific Terms and Conditions Statement of Work/Project Description	
BUDGET CODE:	AMOUNT:
	\$9,295
<p>SUMMARY: The attached documents are the contract between the City of Marysville and the Snohomish County Human Services for the First Responder Flex Funds as part of the Snohomish County Ending Homelessness Program.</p> <p>In this contract the Snohomish County Human Services agrees to provide Flex Funds in the amount of \$9,295 for the 12 month period starting January 1, 2022 and ending December 31, 2022.</p> <p>This Flex Fund is used by the Marysville Embedded Social Worker Program to procure goods and or services directly related to the needs of participants, which cannot be met through existing categorical services or formal/informal community mechanism. Expenditures from this fund may include, but are not limited to, food, shelter, clothing, medical care, transportation, or other basic needs. The Flex Fund shall not be paid directly to the participants or used for the purchase of alcohol, tobacco, vaping products, or marijuana products.</p> <p>The goal of the Snohomish County Ending Homelessness Program is to assist participants by removing barriers to housing and or abate emergency situations through the provision of Flex Fund assistance.</p>	

RECOMMENDED MOTION: Accept and approve the attached contract with the Snohomish County Services for the First Responder Flex Funds, as part of the Snohomish County Ending Homelessness Program. Funding is for a 12 month period starting January 1, 2022 and ending December 31, 2022.

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

FIRST RESPONDER FLEX FUNDS

I. DEFINITION OF TERMS

- A. Access to Care Standards (ACS): The Division of Behavioral Health and Recovery (DBHR) minimum eligibility requirements for Medicaid adults & Medicaid older adults guidelines reflect the most restrictive eligibility criteria that can be applied, pursuant to RCW 70.96A and 70.96B. North Sound Behavioral Health Administrative Services Organization (BH-ASO) may expand coverage based on availability of local resources.
- B. Adjudicated youth: Refers to a youth who has been determined by a juvenile court judge to have committed a delinquent offense.
- C. Advanced directive: A written document that contains directions and preferences for treatment and care during times an individual is having difficulty communicating or making decisions.
- D. Aging Population: Age 65 and older.
- E. ASAM: Acronym for American Society of Addiction Medicine.
- F. Behavioral health: The prevention, treatment of, and recovery from substance use disorders, mental health disorders, and/or problem and pathological gambling disorders.
- G. Case Management: Assistance to a recipient and family (or significant other) to obtain, maintain, or develop appropriate resources.
- H. Child: Refers to an individual under the age of ten (10).
- I. Community Outreach and Intervention: Services to link individuals to treatment and other appropriate support services.
- J. Complaint: A verbal or written statement by a participant that expresses dissatisfaction with some aspect of services covered under this Agreement, the Primary Care Provider, or Agency.
- K. Contingency Management: An evidence-based practice allowing individuals to earn tangible rewards to reinforce positive behaviors such as service

attendance, abstaining from drugs and alcohol, and involvement in pro-social activities.

- L. Corrective Action/Compliance Review: When findings from monitoring efforts or audits show that there are apparent violations of this Contract, the Agency shall implement corrective action within specified timeframes determined by the County.
- M. Corrective Action Plan (CAP): A written plan specifying what Contractor is required to do to be in compliance. This includes required improvements and a timeline for such action(s) to be accomplished.
- N. Counselors: Personnel employed by the Agency who meet the criteria as defined in WAC.
- O. COVID-19: An infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- P. Cultural Competence: A set of congruent behaviors, attitudes and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- Q. Cultural Humility: The lifelong practice of being aware and thinking of one's own values, beliefs, own biases, and social position within the context of the present moment and also be aware of and sensitive to historic realities like legacies of violence and oppression against certain groups of people.
- R. Direct Student Services (DSS): Include, face-to-face sessions with an individual student and/or the student's family to address the student's needs.
- S. Department of Social and Health Services (DSHS), or the department, or the Department: DSHS of the State of Washington and its Secretary, officers, employees and authorized agents.
- T. DSM 5: Acronym for the Diagnostic and Statistical Manual of Mental Disorders fifth edition.
- U. Evidenced Based Treatment: A program, policy or practice recognized by research that, when applied in treatment, has improved outcomes for clients, participants or communities.

- V. Fair Hearing: A grievance hearing before the Washington State Office of Administrative Hearings.
- W. Family: Those the individual defines as family or those appointed/assigned (e.g., parents, foster parents, guardians, siblings, caregivers, and significant others).
- X. Flex funds: Funds provided through a program that are used to procure goods and/or services directly related to the needs of the participant as outlined in Exhibit B.
- Y. GAIN-SS: Acronym for Global Appraisal of Individual Needs Short Screening.
- Z. Grievance: An expression of dissatisfaction about any matter. The term is also used to refer to the overall process that includes grievances handled at the NSBHASO level and access to the state fair hearing process. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness, or failure to respect the enrollee's rights.
- AA. Hardship Insured: Individuals' with insurance who cannot afford to pay insurance deductibles or co-pays.
- BB. HCA: Refers to the Health Care Authority.
- CC. Healing Organization: An organizational system where staff policies, procedures, services, and treatment models apply an understanding of trauma embedded within them. Their approaches to providing services are trauma-shielding or trauma-reducing.
- DD. HIPAA: Acronym for "Health Insurance Portability and Accountability Act." Additional information is outlined in the Business Associate Agreement as referenced on the face sheet of this Contract.
- EE. Housing Services: The services or activities designed to assist individuals or families in locating, obtaining or retaining suitable housing. Component services or activities may include tenant counseling, helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests and assisting individuals and families to understand leases, secure utilities and make moving arrangements.

- FF. Independent Peer Review: To assess the quality, appropriateness and efficiency of treatment services provided in the state to individuals under the program involved.
- GG. Indirect Student Services (ISS): Include all contact with an individual student's support system.
- HH. Individual treatment: Planned therapeutic or counseling activity provided to a sole eligible individual by one (1) or more counselors.
- II. Individual: Previously known as client, consumer, patient, or participant.
- JJ. Labor Harmony Requirement: A "No Service Disruption Guarantee" outlined in Exhibit E, as applicable.
- KK. Low Income: Participants whose monthly income does not exceed 220% of the national poverty index, or as negotiated in your Contract.
- LL. MCO: Acronym for Managed Care Organization.
- MM. Mental Disorder: A disorder as defined in RCW 71.34.020(13) for children and RCW 71.05.020(26) for adults.
- NN. Mental Health Professional (MHP): Personnel employed by the Agency who meet the criteria as defined in WAC.
- OO. NSBHASO: Acronym for "North Sound Behavioral Health Administrative Services Organization."
- PP. No Service Disruption Guarantee: An agreement to maintain services and prevent a disruption of service caused by labor unrest. See "Labor Harmony Requirement" above. Additional information is outlined in Exhibit E., Attachment A, as applicable.
- QQ. Nurse Family Partnership (NFP): An evidence based, community health program for vulnerable mothers pregnant with their first child.
- RR. Outcome: An outcome defines changes that have taken place as a result of the program's work. Examples include: Short Term (a change in learning: awareness, knowledge, skills, motivations); Intermediate (a change in action: behavior, practice, decision-making, policies); Long Term (consequences: social, economic, environmental, etc).

- SS. Outpatient Counseling: The provision of substance abuse treatment, mental health treatment and other support services according to a prescribed plan in a non-residential setting.
- TT. Output: An output details what the program does and is usually a count of something. Examples include: Activities (the actual tasks done such as screenings, assessments, workshops, etc); Participation (who the program serves; customers and stakeholders).
- UU. Outreach/Education Services (OES): Training and information sharing to Agency staff and external providers about the Student Support Advocate program not directly related to a particular case management student.
- VV. Personal Information: Information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- WW. Quality Assurance: A focus on compliance to minimum requirements (e.g. rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.
- XX. Recovery: The processes through which people are able to live, work, learn, and participate fully in their communities.
- YY. Referral: A process of directing an Individual to available specialty care or services.
- ZZ. Remote Learning: Also referred to as distance learning, gives learners who aren't in a physical location for in-person education access to online training materials.
- AAA. RCW: Acronym for "Revised Code of Washington."
- BBB. Resiliency: The personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- CCC. Shall: Compliance is mandatory.
- DDD. SHP: Acronym for Supportive Housing Program.
- EEE. Substance Use Disorder Professional (SUDP) (formerly CDP): Personnel employed by the Agency who meet the criteria defined in WAC.

- FFF. Substance Use Disorder Professional Trainee (SUDPT) (formerly CDPT): Personnel employed by the Agency who meet the criteria defined in WAC.
- GGG. Serious Mental Illness (SMI): According to Federal Register Vol. 58, No. 96, May 20, 1993, persons age 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current DSM, that has resulted in functional impairment which substantially limits one or more major life activities.
- HHH. Strengthening Families Program 10-14: Refers to the evidence-based prevention program developed at Iowa State University for families and young adolescents.
- III. Student Support Advocate (SSA): Personnel hired by the school district to perform contracted services.
- JJJ. Substance Use Disorder (SUD): Acronym for “Substance Use Disorder.” This definition replaces the definition for Chemical Dependency.
- KKK. Telehealth: The distribution of health-related service and information via electronic information and telecommunication technologies.
- LLL. TILT Team: Refers the Trauma-Informed Leadership Team, the selected group of staff dedicated to the advancement of Trauma-Informed Practices in the school.
- MMM. Trauma: Refers to experiences that cause intense physical and psychological stress reactions. It can refer to “a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual’s physical, social, emotional, or spiritual well-being.
- NNN. Trauma-informed: A trauma-informed approach to the delivery of behavioral health services includes an understanding of trauma and an awareness of the impact it can have across setting, services, and populations. It involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events, whether acute or chronic. Per SAMHSA, the three key elements of a trauma-informed approach include: realizing the prevalence of trauma; recognizing how trauma affects all individuals involved with the program, organization, or system, including its own workforce; and responding by putting this knowledge into practice.

- OOO. Trauma-Informed Care: TIC is a strengths-based service delivery approach “that is grounded in understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. It also involves vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of consumer participation in the development, delivery, and evaluation of services.
- PPP. Trauma-Informed System: An organizational system which has developed a shared language to define, normalize, and address the impact of trauma on clients and the workforce. The organization operates from a foundational understanding of the nature and impact of trauma.
- QQQ. Veteran: A veteran is defined as an individual that has served as a member of the armed forces, active duty or reserves, for at least one day. This will also include service in the National Guard, as well as Merchant Marines in support of US resources in wartime. Veteran status may be verified through self-identification, discharge certificate, or Department of Defense Form DD-214.
- RRR. WAC: Acronym for “Washington Administrative Code”.
- SSS. WSUE: Refers to Washington State University Extension, a division of Snohomish County Parks & Recreation Department (PRD).
- TTT. Youth: Means a person from age ten (10) through age seventeen (17).

II. PERFORMANCE STANDARDS AND LICENSING

- A. The Agency shall meet the requirements of WAC, applicable local and state rules, and state and federal statutes. In addition, the Agency shall meet the applicable specific program requirements for licensure and certification to perform contracted services. A copy of the certification shall be submitted to the County upon request.
- B. The Agency shall maintain relevant and appropriate licensure by the State of Washington to provide behavioral health and/or community support services. The Agency shall notify the County in writing within five (5) business days of any change in licensure status.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

- A. All services provided under this Contract shall meet all standards set forth in current, revised and replaced WAC's and RCW's.
- B. The Agency shall meet all applicable standards for program operations set forth in WAC and RCW. The Agency shall ensure that WAC and RCW requirements are followed and are adjusted as the WAC's and RCW's are amended, revised, eliminated or added.
- C. The Agency shall operate and adhere to fidelity of the model of services utilized by the Agency and as negotiated with the County.
- D. The Agency must have policies and procedures in place to protect and safeguard individually identifiable health information obtained in the course of providing services under this Contract. The Agency shall not disclose an individual's information, directly or indirectly, except to the extent allowed under applicable state or federal laws and regulations. The Agency shall comply with all terms and conditions of Federal Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).
- E. Staff and volunteers who have access to children or vulnerable adults are required to have a background check per RCW and WAC. A background check is required at the time of employment or commencement of volunteer duties. An Agency shall conduct additional background checks if circumstances arise that cause the Agency concern. The Agency shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.
- F. The Agency shall enter data as negotiated with the County. The Agency shall make use of data and specific to the Agency systems or electronic records for the purpose of evaluating and reporting individual and program service outcomes.
- G. The Agency shall comply with all terms and conditions of the Business Associate Agreement.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this Contract shall be reimbursed based on the attached Budget (Exhibit C). Services shall be provided per the attached Statement of Work (Exhibit B).

V. REIMBURSEMENT LIMITATION

- A. The Agency shall utilize the contracted dollar amount to provide services throughout the duration of this Contract.
- B. The Agency shall be responsible for ensuring budget is maintained and that invoices to the County do not exceed the budgeted amount as stated in Exhibit C, Approved Contract Budget.
- C. Utilization of County funding available to this program will be reviewed monthly and the Contract allocation may be reduced and re-allocated at the discretion of the County, where needed if expenditures are not sufficient to fully utilize available funding.
- D. The Agency certifies that work to be performed under this Contract will not duplicate any work to be charged against any other contract, subcontract or source.

VI. REPORTING REQUIREMENTS

The Agency shall submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures as issued by the County. In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Agency or order payment stopped to the Agency in an amount proportions to the data estimated to be outstanding until such time that the data is current.

VII. OTHER REVENUES

Revenues generated by the Agency from other funding sources (e.g. donations, fund-raising) under this program, including fees collected from low-income participants, shall be separately identified and recorded as project income. These funds shall be used exclusively to provide increased levels of service.

VIII. SUBCONTRACTING

- A. The Agency is prohibited from subcontracting any funding and/or services contained within this Contract unless otherwise negotiated with the County.

- B. All rules, regulations and requirements contained in the Basic Terms and Conditions must be met for all subcontracts executed pursuant to this Contract. All subcontracting arrangements require prior written approval from the County.

IX. RECORDS RETENTION

The Agency shall retain all fiscal and clinical books, records, documents and other materials relevant to this Contract in accordance with WAC.

X. LOCATION AND HOURS OF SERVICE

- A. Services provided under this Contract shall be available in Snohomish County for Snohomish County residents.
- B. To ensure participants have consistent access to treatment services, the Agency shall minimally maintain business hours from 9:00 AM through 5:00 PM Monday through Friday, excluding recognized holidays or as negotiated with the County. Any reduction in service hours shall be submitted in writing to the County for approval, fifteen (15) calendar days prior to implementation.
- C. The Agency shall notify the County within ten (10) days of change in personnel which may affect the faithful execution of this Contract.

XI. ELIGIBILITY

- A. County funds shall be the dollar of last resort for billing. The Agency shall determine at time of intake if the individual has medical insurance, including state-sponsored programs providing low-cost health care coverage through private health plans, which covers substance use disorder treatment services. If the individual has medical insurance that covers substance use disorder treatment services, the medical insurance shall be used as the first source of billing to pay for treatment services. The Agency shall ensure that only one source of funding is used at any given time.
- B. Termination of a Contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
- C. The Agency shall have policies and procedures in place for participant grievances in the case of denial or termination of service or failure to act upon a request for services with reasonable promptness.

XII. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

XIII. INTERAGENCY COORDINATION

- A. The Agency shall identify the primary agencies with whom they have regular relationships and whose activities substantially affect the delivery of services under this Contract. The Agency shall negotiate and execute working agreements with these agencies to ensure coordinated services and appropriate referral procedures.
- B. Working agreements shall minimally address the following:
 - 1. Program description;
 - 2. Referral procedures and timelines;
 - 3. Release of information procedures;
 - 4. Follow up procedures;
 - 5. Procedures for exchanging information concerning program changes and unavailability of services; and
 - 6. Procedures for problem solving between two (2) agencies.

XIV. EMERGENCY PROCEDURES

The Agency shall have a plan for serving individuals during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those individuals who are most at risk. When services are delivered at the Agency's workplace the plan shall include: contact information for high-risk individuals, a list of emergency services, and stores of emergency provisions.

XV. CONTINUING EDUCATION

The Agency shall ensure their staff is effectively trained to implement the services they agree to provide under the terms of this Contract. The Agency is encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

XVI. MEETING PARTICIPATION

The Agency shall ensure they have representation at any County-sponsored trainings or meetings. The County shall notify the Agency a minimum of two (2) weeks prior to the event.

XVII. DEFINITIONS AND TERMS

The Agency shall utilize the definitions and terms in this Exhibit A as applicable throughout this Contract or as negotiated with the County.

EXHIBIT B

STATEMENT OF WORK / PROJECT DESCRIPTION

FIRST RESPONDERS FLEX FUND

I. DESCRIPTION

- A. The Project shall assist Individuals to remove barriers to housing and/or abate emergency situations through the provision of Flex Fund assistance.
- B. The Project shall serve eligible Individuals only. The individuals/families must be experiencing homelessness or at risk of homelessness.

II. PROGRAM ACTIVITIES

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

- A. The City shall develop and maintain a process to disburse Flex Funds to First Responders/Social Workers, not to exceed the total amount included in the Approved Project Budget (Exhibit C).
- B. First Responders/Social Workers shall access Flex Funds in order to procure goods and/or services directly related to the needs of Individuals, which cannot be met through existing categorical services or formal/informal community mechanisms. Examples of such purchases may include, but are not limited to: shelter, food, clothing, medical care, transportation, or other basic needs.
- C. Flex Funds shall not be paid directly to the Individuals or used for the purchase of alcohol, tobacco, vaping products, or marijuana products.
- D. The City shall utilize flex funds throughout the duration of this Contract and shall not use these funds at the end of the year to “stock up” in lieu of providing assistance to individuals and families to help end homelessness in real time during the year.
- E. The City shall submit supporting documentation for expenses covered by Flex Funds with the Approved Invoice (Exhibit D) for reimbursement.
- F. The City shall include receipts for services and purchases with the invoice as supporting documentation.
- G. The City shall submit invoices by the tenth (10th) day of the month following flex fund use. Exception: the December invoice must be submitted no later than

January 5, 2023.

- H. The County will review fund usage throughout this Contract period and may reallocate unutilized funds to cities that are in need of additional funds.
- I. Funds allocated to the First Responder Flex Fund are determined on an annual basis based on funding availability and are not guaranteed.

III. REPORTS

The City shall submit a report each quarter providing information regarding the number of individuals assisted, number of assistance activities and a description of at least one individual or family that was able to remove a barrier to housing or abate an emergency situation as a result of the Project. The quarterly narrative shall be submitted with the monthly invoice.

EXPENDITURES

CATEGORY	FUND SOURCE EHP	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	OTHER RESOURCES
Salaries/Wages							\$ -	
Benefits							-	
Supplies/Minor Equip.							-	
Prof. Services							-	
Postage							-	
Telephone							-	
Mileage/Fares							-	
Meals							-	
Lodging							-	
Advertising							-	
Leases/Rentals							-	
Insurance							-	
Utilities							-	
Repairs/Maint.							-	
Client Flex Funds							-	
Printing							-	
Dues/Subscrip.							-	
Regis./Tuition							-	
Machinery/Equip.							-	
Administration							-	
Indirect							-	
Miscellaneous							-	
Flex Funds	9,295						9,295	
Misc. Construction							-	
Acquisition							-	
Relocation							-	
							-	
TOTAL	\$ 9,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,295	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
9,295	Flex Funds	Cost of Flex Funds distributed to First Responders
\$ 9,295	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						


TOTAL: \$0

NOTE: Above figures may reflect rounding

Index #7

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

CITY COUNCIL MEETING DATE: ~~02/28/2022~~ 3/7/2022

AGENDA ITEM:	
Whatcom County Parks and Recreation	
PREPARED BY:	DIRECTOR APPROVAL:
Chief Erik Scairpon	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes, Contract	
BUDGET CODE:	AMOUNT:
00103 740.545000	3005.52
<p>SUMMARY: The Whatcom County Parks and Recreation has provided an avenue for the Marysville Police Department to use their gun range, known as Plantation Range. This allows for the officers of the Marysville Police Department to complete their mandatory gun training. This is a contract renewal for the Marysville Police Department based on past years of using the Plantation Range. Officers are required to have a certain number of firearms training days, and this contract allows for the completion of the required training.</p>	

RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the renewed contract allowing for the use of the Plantation Range, through the Whatcom County Parks and Recreation of Washington.

INTERLOCAL COOPERATIVE AGREEMENT
 BETWEEN
 WHATCOM COUNTY (PARKS & RECREATION)
 AND MARYSVILLE POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and Marysville Police Department (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to

- a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.
- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
 - C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
 - D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods. Should any member violate the rules of the Range or safety rules, such member shall be immediately prohibited from further use of the Range that day and may not be allowed further use until such time the member is appropriately trained and the Contracting Entity feels assured that no further Range or safety rules will be violated by that member.
 - E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
 - F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
 - G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
 - H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times, including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.
 - I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
 - J. The Contracting Entity and its participants must comply with all Federal, State and local laws.

- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.
- L. No minors are allowed to be present at the Range during exclusive use.
- M. The Contracting Entity shall pay all costs associated with damage, destruction, or loss to the County at the Facilities as a result of the Contracting Entity's use and/or presence at the Range.
- N. Contracting entity shall ensure its members are in compliance with Whatcom County Health Department COVID-19 requirements at the time of use.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2022 for One (1) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives.

This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.

- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:
 - Be during periods when the Range is normally scheduled to be opened to the general public;
 - Be subject to all rules and conditions of use by the general public except for payment of fees;
 - Not interfere with normal, customary use of the Range;
 - The use is for practice and training as an officer.
 - Does not include supplies or Trap Range use.
 - Rights or use under this Agreement is not extended to Contracting Entity's family or friends.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2022 through December 31, 2022.

4. MANNER OF FINANCING:

- A. Contracting Entity shall pay a fee of Three Thousand, Five Dollars and Fifty-Two Cents (\$3,005.52).

1 Day	@ \$571.88 per day	= \$571.88
90 Officers	@ \$18.38 per officer	= \$1,654.20
	Subtotal	= \$2,226.08
	Sales Tax	= \$191.44
	<u>Storage Unit</u>	<u>= \$588.00</u>
	Total	= \$3,005.52

- B. The payment shall be due on or before sixty days of signed contract. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual one (1) day period shall be due within 30 days from approved contract.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The Contracting Entity's representative shall be:

Sergeant Jeff Franzen
 Phone Number: 360-363-8309
 Email: JFranzen@marysvillewa.gov

5.2 Whatcom County's representative shall be:

Mike McKenzie
 Regional Park Supervisor
 Phone Number: 360-296-6083
 Email: MMckenzi@co.whatcom.wa.us

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Contracting Entity shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contracting Entity hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, and have been mutually negotiated by the parties.

It is further provided that no liability shall attach to the County be reason of entering into this Agreement, except as expressly provided herein. The parties specifically agree that this Agreement is for the benefit of the parties only and this Agreement shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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.

10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

12. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

13. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, _____.


APPROVED:

Contracting Entity

Dated this ___ day of _____, 20__.

Contracting Entity Signatory Name, Title

APPROVED AS TO FORM:



Contracting Entity, Attorney

WHATCOM COUNTY

Satpal Sidhu, County Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this ____ day of _____, 20__, before me personally appeared Satpal Sidhu, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission expires:

WHATCOM COUNTY PARKS & RECREATION
DEPARTMENT

Michael McFarlane, Director

APPROVED AS TO FORM:


County Deputy Prosecuting Attorney

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 7, 2022

AGENDA ITEM:	
Supplemental Agreement No. 3 with HDR, Inc. for the 88 th ST NE Corridor Project.	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 3	
BUDGET CODE:	AMOUNT:
30500030.563000, R1101	\$ 0.00
SUMMARY:	
<p>On May 14, 2018, Council approved a professional services agreement with HDR, Inc. (HDR) to provide engineering services for the 88th ST NE project to complete 30% design. On September 9, 2019, Council approved supplemental agreement no. 1 to advance design to 60%, environmental permitting services and preliminary right-of-way services. The design has been completed to 60%, including preliminary permitting and early right-of-way tasks. The agreement was then supplemented on August 24, 2021 as a one-time six month no-cost extension, with an expiration on March 31, 2022.</p> <p>Due to longer than expected federal permitting requirements under the National Environmental Policy Act (NEPA), the project has essentially been in a holding pattern. Additional time is needed to retain HDR under contract while the project secures the necessary permits and advances to the next phase, which will include right-of-way acquisition. The City received a federal transportation grant award in the amount of \$1.245 million for right-of-way acquisition. In order to advance to the right-of-way phase of the project and obligate the federal funds, the City requires NEPA approval. Staff anticipate NEPA approval to occur soon.</p> <p>The attached, no-cost, supplemental agreement No. 3 with HDR will provide a time extension thru December 31, 2023.</p>	

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the attached Supplemental Agreement No. 3 with HDR, Inc., to extend the contract end date to December 31, 2023.



Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number		929 108th Ave. NE, Suite 1300 Bellevue, WA 98005	
Project Number R1101		Execution Date 05/15/2018	Completion Date 12/31/2023
Project Title 88th Street NE Corridor Improvement Project		New Maximum Amount Payable N/A	
Description of Work Extend completion date of existing contract for design, right-of-way, and permitting services from 03/31/2022 to 12/31/2023.			

The Local Agency of Marysville, WA
desires to supplement the agreement entered in to with HDR Engineering, Inc.
and executed on 05/15/2018 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

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

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time of completion is extended to 12/31/2023.

III

Section V, PAYMENT, shall be amended as follows:
N/A

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

By: Rob Berman

Consultant Signature

By: _____

Approving Authority Signature

Date

Exhibit "A"

Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2 (Time Extension)	Supplement #3 (Time Extension)	Total
Direct Salary Cost	\$ 217,199.55	\$ 270,670.51	\$ -	\$ -	\$ 487,870.06
Overhead (Including Payroll Additives)	\$ 340,634.05	\$ 422,218.92	\$ -	\$ -	\$ 762,852.97
Direct Non-Salary Costs	\$ 376,172.18	\$ 225,789.00	\$ -	\$ -	\$ 601,961.18
Fixed Fee	\$ 65,159.85	\$ 81,201.14	\$ -	\$ -	\$ 146,360.99
Total	\$ 999,165.63	\$ 999,879.57	\$ -	\$ -	\$ 1,999,045.20

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 7, 2022


AGENDA ITEM:	
An ordinance of the City Of Marysville, Washington, proposing an amendment to the MMC removing the requirement to submit mylar copies of final subdivisions, short subdivisions, binding site plans, boundary line adjustments and record drawings.	
PREPARED BY:	DIRECTOR APPROVAL:
Haylie Miller, Community Development Director	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Draft Code Change 2. Adopting Ordinance 3. PC Minutes 4. PC Recommendation 	
BUDGET CODE:	AMOUNT:
N/A	N/A
<p>SUMMARY: The City of Marysville and the Snohomish County Auditor no longer require a mylar copy for recording purposes. The City currently requires a mylar copy for subdivisions, short subdivisions, binding site plans, boundary line adjustments and record drawings. Mylars are transparent, durable, documents made out of plastic and/or polyester film. This material is costly (as compared to paper) and is no longer needed to be physically retained. The proposed amendments are to allow applicants to submit an original document in paper format (instead of a mylar) for City signatures for recording with the Snohomish County Auditor. An electronic copy of the executed and recorded document will be provided by the applicant to Community Development Department staff to retain on file.</p>	
<p>RECOMMENDED ACTION: Uphold the Planning Commission recommendation of approval.</p>	
<p>RECOMMENDED MOTION:</p> <p>Move to adopt Ordinance No. _____, approving amendments of the Marysville Municipal Code (MMC) to remove mylar copies as a requirement for recording purposes.</p>	

EXHIBIT 1 – Proposed Code Changes

SUBDIVISIONS

22G.090.200 Plat map – Requirements.

The final plat map shall ~~have be drawn on Mylar drafting film having~~ dimensions of 18 inches by 24 inches with a two-inch border on the left edge and one-half-inch borders on the other edges. Information required shall include, but not be limited to:

- (1) The name of the subdivision;
- (2) Legal description of the entire parcel to be subdivided;
- (3) The date, north arrow, and appropriate engineering scale as approved by the community development department (e.g., one inch equals 20 feet; one inch equals 30 feet; one inch equals 40 feet; one inch equals 50 feet; one inch equals 60 feet);
- (4) Boundary lines, right-of-way for streets, easements, and property lines of lots and other sites with accurate bearings, dimensions or angles and arcs, and of all curve data;
- (5) Names and right-of-way widths of all streets within the subdivision and immediately adjacent to the subdivision. Street names shall be consistent with the names of existing adjacent streets;
- (6) Number of each lot consecutively;
- (7) Reference to covenants and special plat restrictions, either to be filed separately or on the face of the plat;
- (8) Zoning setback lines, building sites when required by city;
- (9) Location, dimensions and purpose of any easements, noting if the easements are private or public;
- (10) Location and description of monuments and all lot corners set and found;
- (11) Primary control points, and datum elevations if applicable, approved by the public works department. Descriptions and ties to all control points will be shown with dimensions, angles and bearings;
- (12) Existing structures, all setbacks, and all encroachments.

22G.090.290 Filing original plat and copies.

When the community development director and city engineer find that the subdivision proposed for final approval has met all the conditions of final approval, then the applicant shall give the original plat of said final subdivision for recording to the Snohomish County auditor. The applicant will also furnish the city with an electronic copy of the recorded subdivision. ~~The applicant will also furnish the city with one reproducible Mylar copy of the recorded plat and one paper copy will be filed with the Snohomish County auditor.~~

22G.090.490 Recording requirement.

When the city finds that the short subdivision proposed for final approval meets all the conditions of final approval and the requirements of this title and state law and all other local ordinances adopted by the city which were in effect at the time of preliminary approval, then the applicant shall record the original of said final short subdivision with the county auditor. The applicant will also furnish the city with an electronic copy of the recorded short subdivision. ~~The applicant must provide the city with a Mylar copy of the recorded short plat before the short subdivision becomes valid.~~

BINDING SITE PLANS

22G.100.140 Binding site plan – Requirements.

The final binding site plan shall ~~be drawn on Mylar drafting film having~~ have dimensions of 18 inches by 24 inches and must include the following:

- (1) The name of the binding site plan;
- (2) Legal description of existing lots;
- (3) The date, north arrow and appropriate engineering scale as approved by the community development department (e.g., one inch equals 20 feet, one inch equals 30 feet, one inch equals 40 feet, one inch equals 50 feet, one inch equals 60 feet);
- (4) Boundary lines, right-of-way for streets, easements, and property lines of lots and other sites with accurate bearings, dimensions or angles and arcs, and of all curve data;
- (5) Names and right-of-way widths of all streets within the parcel and immediately adjacent to the parcel. Street names shall be consistent with the names of existing adjacent streets;
- (6) Number of each lot consecutively;
- (7) Reference to covenants and special restrictions either to be filed separately or on the face of the binding site plan;
- (8) Zoning setback lines and building sites when required by the city;

- (9) Location, dimensions and purpose of any easements, noting if the easements are private or public;
- (10) Location, physical description, and date visited of monuments and all lot corners set and found;
- (11) Existing structures, including any within 50 feet of existing or proposed lot lines, all setbacks, and all encroachments;
- (12) Primary control points identified (i.e., calculated, found, established, or reestablished), basis of bearing, and horizontal and vertical datums as required by the public works department. Descriptions and ties to all control points will be shown with dimensions, angles and bearings;
- (13) A dedicatory statement acknowledging public and private dedications and grants;
- (14) Parking areas, general circulation and landscaping area when required;
- (15) Proposed use and location of buildings when required;
- (16) Loading areas when required;
- (17) Other restrictions and requirements as deemed necessary by the city;
- (18) The applicable requirements of RCW [58.17.040](#)(7) shall be met, including inscription of the following statement on the binding site plan:

All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the city, town, or county having jurisdiction over the development of such land, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This binding site plan shall be binding upon all now or hereafter having any interest in the land described herein.

BOUNDARY LINE ADJUSTMENT

22G.110.090 Information for recording.

Information for recording must include the following:

- (1) Original ~~Mylar of~~ Boundary Line Adjustment/Survey Map. After the city has given the applicant approval, the applicant shall submit the original ~~Mylar map~~ **and two black line maps** prepared by a registered land surveyor, ~~drawn in ink on the document Mylar,~~ having a trimmed size of 18 inches by 24 inches. The original ~~Mylar map~~ **and two black line maps** shall be accompanied with original signatures. Information required on the map shall include:
- (a) The date, scale and north arrow;

(b) Boundary lines (both present and revised), right-of-way for streets, easements and property lines of lots, tracts, parcels or sites, with accurate bearings, dimensions or angles and arcs, and central angles of all curves;

(c) Names and right-of-way widths of all streets;

(d) Number of each lot, tract, parcel or building site and each block;

(e) Description of private covenants and special restrictions;

(f) Location, dimensions and purpose of any easements;

(g) Location and description of monuments and lot, tract, parcel or building site corners set and found;

(h) If required to define flood elevations or other features relative to the lot, then datum elevations and primary control points approved by the city. Descriptions and ties to all control points will be shown with dimensions, angles and bearings;

(i) Designation by phantom letters of the lot(s), tracts, parcels or building sites existing prior to the boundary line adjustment, and designation by solid letters of the proposed lots, tracts, parcels or building sites;

(j) Special setback lines when different from city's zoning code;

(k) A dedicatory statement acknowledging any public or private dedications, donations or grants;

(l) Location of existing structures, utilities, setbacks, encroachments and area of all lots, tracts, parcels or building sites after adjustment;

(m) The file number of the boundary line adjustment must be on the boundary line adjustment/survey map.

(2) Certificates.

(a) Examined, found to be in conformity with applicable zoning and other land use controls, and approved this ____ day of ____, 20__.

Community Development Director

(b) I hereby certify that this boundary line adjustment is based upon an actual survey and subdivision of Section ____, Township __ North, Range __ E/W; that the distances, courses and angles are shown thereon correctly; that the monuments shall be set and lot corners shall be staked correctly on the ground, that I fully complied with the provisions of the state and local statutes and regulations governing surveying.

Licensed Land Surveyor

(Seal)

(c) I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including ____ taxes.

Treasurer, Snohomish County

(d) Filed for record at the request of ____ this ____ day of ____, 20__, at ____ minutes past __m, and recorded in Vol. __ of Plats, page __, records of Snohomish County, Washington.

Auditor, Snohomish County

(e) Vicinity Map. A vicinity map clearly identifying the location of the property shall be submitted.

(f) Legal Descriptions. All boundary line adjustment application submittals shall include legal descriptions of the existing and proposed lots, tracts, parcels or building sites. All legal descriptions must be prepared by a licensed surveyor in the state of Washington, attorney, or title company.

(g) Affidavit of Ownership. All boundary line adjustment application submittals shall be accompanied by a notarized signature of the owner, or owners, of the property subject to the boundary line adjustment. Those signing as owners must conform to those designated as owners in the boundary line adjustment certificate. The recording number of the boundary line adjustment/survey map shall be on the affidavit of ownership form.

(h) Declaration of Legal Documentation. All boundary line adjustment application submittals shall be accompanied by a notarized statement containing:

(i) The signatures of owner, or owners, of the property subject to the boundary line adjustment, declaring that they are solely responsible for securing and executing all necessary legal advice or assistance concerning the legal documents necessary to transfer title to those portions of the properties involved in the boundary line adjustment; and

(ii) A declaration that the legal documents necessary to transfer title to the property in question have been prepared and executed so that, upon the recording of the boundary line adjustment, the title to the properties will accurately reflect the new configuration resulting from the boundary line adjustment as approved by the city.

(i) Boundary Line Adjustment Certificate. All boundary line adjustment application submittals shall be accompanied by a boundary line adjustment certificate current to within 30 days of date submitted from a title company that certifies the following:

(i) The legal description of all lots, parcels, tracts or building sites to be adjusted; and

(ii) The names of the owners of any lots, tracts, parcels or building sites to be adjusted; and

(iii) Any easements, restrictions or covenants affecting the property to be adjusted, with a description of such easements, restrictions and covenants.

22G.110.100 Survey required.

(1) A survey for a boundary line adjustment must be conducted by or under the supervision of a registered Washington State licensed land surveyor. The surveyor shall certify on the boundary line adjustment/survey ~~(Mylar)~~ map that it is a true and correct representation of the lands actually surveyed, in accordance with city and state law.

(2) The survey must indicate that all lot corners are staked. The survey must also show all encroachment(s), buildings and setbacks from property lines.

(3) A record of survey must be filed with the county auditor in accordance with Chapter [58.09](#) RCW.

(4) Based on the complexity of the proposed boundary line adjustment the community development director may waive the requirement for survey on a case-by-case basis.

22G.100.190 Recording requirements.

When the city finds that the binding site plan proposed for final approval meets all the conditions of final approval, then the applicant shall record the original of said binding site plan with the Snohomish County auditor. The applicant will also furnish the city with [an electronic one reproducible Mylar](#) copy of the recorded binding site plan. ~~and the Snohomish County assessor shall be furnished one paper copy.~~

22G.100.450 Utility improvement plans.

All street and utility improvement plans shall be prepared by a state of Washington licensed civil engineer. ~~All plans shall be prepared on reproducible Mylar material and presented to the city for approval.~~

SITE PLAN REVIEW

22G.120.290 Utility improvement plans.

All street and utility improvement plans shall be prepared by a state of Washington licensed civil engineer. ~~All plans shall be prepared on reproducible Mylar material and presented to the city for approval.~~

**CITY OF MARYSVILLE
Marysville, Washington**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE BY AMENDING SECTIONS 22G.090.200 PLAT MAP – REQUIREMENTS, 22G.090.020 FILING ORIGINAL PLAT AND COPIES, 22G.090.490 RECORDING REQUIREMENT, 22G.100.140 BINDING SITE PLAN – REQUIREMENTS, 22G.110.090 INFORMATION FOR RECORDING, 22G.110.100 SURVEY REQUIRED, 22G.100.190 RECORDING REQUIREMENTS, 22G.100.450 UTILITY IMPROVEMENT PLANS, AND 22G.120.290 UTILITY IMPROVEMENT PLANS.

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

WHEREAS, Snohomish County and the City of Marysville no longer require a mylar copy of a document for recording; and

WHEREAS, The City currently requires a mylar copy for subdivisions, boundary line adjustments and binding site plans. Mylars are transparent, durable, documents made out of plastic and/or polyester film; and

WHEREAS, mylar material is costly (as compared to paper) and is no longer needed to be physically retained. The proposed amendments are to allow applicants to submit an original document in paper format (instead of a mylar) for City signatures for recording with the Snohomish County Auditor; and

WHEREAS, an electronic copy of the executed and recorded document will be provided by the applicant to Community Development Department staff to retain on file; and

WHEREAS, the Proposed Amendments are consistent with the following required findings of MMC 22G.010.520:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of MMC Title 22;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action.

WHEREAS, during public meetings held on January 8, 2022, the Planning Commission discussed proposed amendments related to mylars; and

WHEREAS, on February 22, 2022, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the Proposed Amendments; and

WHEREAS, at a public meeting on March 14, 2022, the Marysville City Council reviewed and considered the Marysville Planning Commission's Recommendation and the Proposed Amendments; and

WHEREAS, the City of Marysville has submitted the Proposed Amendments to the Washington State Department of Commerce on February 8, 2022 seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

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

Section 1. Amendment of Municipal Code. MMC Section 22G.090.200, entitled Plat Map Requirements, is hereby amended to add the following definitions, as follows:

22G.090.200 Plat map – Requirements

The final plat map shall ~~have be drawn on Mylar drafting film having~~ dimensions of 18 inches by 24 inches with a two-inch border on the left edge and one-half-inch borders on the other edges. Information required shall include, but not be limited to:

- (1) The name of the subdivision;
- (2) Legal description of the entire parcel to be subdivided;

- (3) The date, north arrow, and appropriate engineering scale as approved by the community development department (e.g., one inch equals 20 feet; one inch equals 30 feet; one inch equals 40 feet; one inch equals 50 feet; one inch equals 60 feet);
- (4) Boundary lines, right-of-way for streets, easements, and property lines of lots and other sites with accurate bearings, dimensions or angles and arcs, and of all curve data;
- (5) Names and right-of-way widths of all streets within the subdivision and immediately adjacent to the subdivision. Street names shall be consistent with the names of existing adjacent streets;
- (6) Number of each lot consecutively;
- (7) Reference to covenants and special plat restrictions, either to be filed separately or on the face of the plat;
- (8) Zoning setback lines, building sites when required by city;
- (9) Location, dimensions and purpose of any easements, noting if the easements are private or public;
- (10) Location and description of monuments and all lot corners set and found;
- (11) Primary control points, and datum elevations if applicable, approved by the public works department. Descriptions and ties to all control points will be shown with dimensions, angles and bearings;
- (12) Existing structures, all setbacks, and all encroachments.

Section 2. Amendment of Municipal Code. MMC Section 22G.090.290, entitled Filing original plat and copies, is hereby amended to add the following definitions, as follows:

22G.090.290 Filing original plat copies.

When the community development director and city engineer find that the subdivision proposed for final approval has met all the conditions of final approval, then the applicant shall give the original plat of said final subdivision for recording to the Snohomish County auditor. The applicant will also furnish the city with an electronic copy of the recorded subdivision. ~~The applicant will also furnish the city with one reproducible Mylar copy of the recorded plat and one paper copy will be filed with the Snohomish County auditor.~~

Section 3. Amendment of Municipal Code. MMC Section 22G.090.490, entitled Recording Requirement, is hereby amended, as follows:

22G.090.490 Recording Requirement.

When the city finds that the short subdivision proposed for final approval meets all the conditions of final approval and the requirements of this title and state law and all other local ordinances adopted by the city which were in effect at the time of preliminary approval, then the applicant shall record the original of said final short subdivision with the county auditor. The applicant will also furnish the city with an electronic copy of the recorded short subdivision. ~~The applicant must provide the city with a Mylar copy of the recorded short plat before the short subdivision becomes valid.~~

Section 4. Amendment of Municipal Code. MMC Section 22G.100.140, entitled Binding Site Plan - Requirements, is hereby amended, as follows:

22G.100.140 Binding Site plan – Requirements.

The final binding site plan shall ~~be drawn on Mylar drafting film having~~ have dimensions of 18 inches by 24 inches and must include the following:

- (1) The name of the binding site plan;
- (2) Legal description of existing lots;
- (3) The date, north arrow and appropriate engineering scale as approved by the community development department (e.g., one inch equals 20 feet, one inch equals 30 feet, one inch equals 40 feet, one inch equals 50 feet, one inch equals 60 feet);
- (4) Boundary lines, right-of-way for streets, easements, and property lines of lots and other sites with accurate bearings, dimensions or angles and arcs, and of all curve data;

- (5) Names and right-of-way widths of all streets within the parcel and immediately adjacent to the parcel. Street names shall be consistent with the names of existing adjacent streets;
- (6) Number of each lot consecutively;
- (7) Reference to covenants and special restrictions either to be filed separately or on the face of the binding site plan;
- (8) Zoning setback lines and building sites when required by the city;
- (9) Location, dimensions and purpose of any easements, noting if the easements are private or public;
- (10) Location, physical description, and date visited of monuments and all lot corners set and found;
- (11) Existing structures, including any within 50 feet of existing or proposed lot lines, all setbacks, and all encroachments;
- (12) Primary control points identified (i.e., calculated, found, established, or reestablished), basis of bearing, and horizontal and vertical datums as required by the public works department. Descriptions and ties to all control points will be shown with dimensions, angles and bearings;
- (13) A dedicatory statement acknowledging public and private dedications and grants;
- (14) Parking areas, general circulation and landscaping area when required;
- (15) Proposed use and location of buildings when required;
- (16) Loading areas when required;
- (17) Other restrictions and requirements as deemed necessary by the city;
- (18) The applicable requirements of RCW 58.17.040(7) shall be met, including inscription of the following statement on the binding site plan:

All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the city, town, or county having jurisdiction over the development of such land, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This binding site plan shall be binding upon all now or hereafter having any interest in the land described herein.

Section 5. Amendment of Municipal Code. MMC Section 22G.110.090, entitled Information for recording, is hereby amended, as follows:

MMC 22G.110.090 Information for recording.

Information for recording must include the following:

(1) Original ~~Mylar~~ of Boundary Line Adjustment/Survey Map. After the city has given the applicant approval, the applicant shall submit the original ~~Mylar~~ map ~~and two black line maps~~ prepared by a registered land surveyor, ~~drawn in ink on the document~~ ~~Mylar~~, having a trimmed size of 18 inches by 24 inches. The original ~~Mylar~~ map ~~and two black line maps~~ shall be accompanied with original signatures. Information required on the map shall include:

- (a) The date, scale and north arrow;
- (b) Boundary lines (both present and revised), right-of-way for streets, easements and property lines of lots, tracts, parcels or sites, with accurate bearings, dimensions or angles and arcs, and central angles of all curves;
- (c) Names and right-of-way widths of all streets;
- (d) Number of each lot, tract, parcel or building site and each block;

(e) Description of private covenants and special restrictions;

(f) Location, dimensions and purpose of any easements;

(g) Location and description of monuments and lot, tract, parcel or building site corners set and found;

(h) If required to define flood elevations or other features relative to the lot, then datum elevations and primary control points approved by the city. Descriptions and ties to all control points will be shown with dimensions, angles and bearings;

(i) Designation by phantom letters of the lot(s), tracts, parcels or building sites existing prior to the boundary line adjustment, and designation by solid letters of the proposed lots, tracts, parcels or building sites;

(j) Special setback lines when different from city’s zoning code;

(k) A dedicatory statement acknowledging any public or private dedications, donations or grants;

(l) Location of existing structures, utilities, setbacks, encroachments and area of all lots, tracts, parcels or building sites after adjustment;

(m) The file number of the boundary line adjustment must be on the boundary line adjustment/survey map.

(2) Certificates.

(a) Examined, found to be in conformity with applicable zoning and other land use controls, and approved this ____ day of ____, 20__.

Community Development Director

(b) I hereby certify that this boundary line adjustment is based upon an actual survey and subdivision of Section ____, Township __ North, Range __ EWM;

that the distances, courses and angles are shown thereon correctly; that the monuments shall be set and lot corners shall be staked correctly on the ground, that I fully complied with the provisions of the state and local statutes and regulations governing surveying.

Licensed Land Surveyor

(Seal)

(c) I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including ____ taxes.

Treasurer, Snohomish County

(d) Filed for record at the request of ____ this ____ day of ____, 20__, at ____ minutes past __m, and recorded in Vol. __ of Plats, page __, records of Snohomish County, Washington.

Auditor, Snohomish County

(e) Vicinity Map. A vicinity map clearly identifying the location of the property shall be submitted.

(f) Legal Descriptions. All boundary line adjustment application submittals shall include legal descriptions of the existing and proposed lots, tracts, parcels or building sites. All legal descriptions must be prepared by a licensed surveyor in the state of Washington, attorney, or title company.

(g) Affidavit of Ownership. All boundary line adjustment application submittals shall be accompanied by a notarized signature of the owner, or owners, of the property subject

to the boundary line adjustment. Those signing as owners must conform to those designated as owners in the boundary line adjustment certificate. The recording number of the boundary line adjustment/survey map shall be on the affidavit of ownership form.

(h) Declaration of Legal Documentation. All boundary line adjustment application submittals shall be accompanied by a notarized statement containing:

(i) The signatures of owner, or owners, of the property subject to the boundary line adjustment, declaring that they are solely responsible for securing and executing all necessary legal advice or assistance concerning the legal documents necessary to transfer title to those portions of the properties involved in the boundary line adjustment; and

(ii) A declaration that the legal documents necessary to transfer title to the property in question have been prepared and executed so that, upon the recording of the boundary line adjustment, the title to the properties will accurately reflect the new configuration resulting from the boundary line adjustment as approved by the city.

(i) Boundary Line Adjustment Certificate. All boundary line adjustment application submittals shall be accompanied by a boundary line adjustment certificate current to within 30 days of date submitted from a title company that certifies the following:

(i) The legal description of all lots, parcels, tracts or building sites to be adjusted; and

(ii) The names of the owners of any lots, tracts, parcels or building sites to be adjusted; and

(iii) Any easements, restrictions or covenants affecting the property to be adjusted, with a description of such easements, restrictions and covenants.

Section 6. Amendment of Municipal Code. MMC Section 22G.110.100, entitled Survey required is hereby amended, as follows:

MMC 22G.110.100 Survey Required.

(1) A survey for a boundary line adjustment must be conducted by or under the supervision of a registered Washington State licensed land surveyor. The surveyor shall certify on the boundary line adjustment/survey ~~(Mylar)~~ map that it is a true and correct representation of the lands actually surveyed, in accordance with city and state law.

(2) The survey must indicate that all lot corners are staked. The survey must also show all encroachment(s), buildings and setbacks from property lines.

(3) A record of survey must be filed with the county auditor in accordance with Chapter 58.09 RCW.

(4) Based on the complexity of the proposed boundary line adjustment the community development director may waive the requirement for survey on a case-by-case basis.

Section 7. Amendment of Municipal Code. MMC Section 22G.100.450, entitled Utility improvement plans, is hereby amended, as follows:

MMC 22G.100.450 Utility Improvement Plans.

All street and utility improvement plans shall be prepared by a state of Washington licensed civil engineer. ~~All plans shall be prepared on reproducible Mylar material and presented to the city for approval.~~

Section 8. Amendment of Municipal Code. MMC Section 22G.120.290, entitled Utility improvement plans, is hereby amended, as follows:

MMC 22G.120.290 Utility Improvement Plans.

All street and utility improvement plans shall be prepared by a state of Washington licensed civil engineer. ~~All plans shall be prepared on reproducible Mylar material and presented to the city for approval.~~

Section 9. Amendment of Municipal Code. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Mylars	_____, 2022"

Section 10. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 11. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 12. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT 3

2/22/22 Planning Commission Meeting Minutes to be provided

PC Recommendation – Mylars

MARYSVILLE
COMMUNITY
DEVELOPMENT

The Planning Commission (PC) of the City of Marysville, held a public hearing on February 22, 2022 in review of NON-PROJECT action amendments of the Marysville Municipal Code (MMC), proposing amendments to Section 22G.090.200 Plat Map – Requirements, Section 22G.090.020 Filing original plat and copies, Section 22G.090.490 Recording requirement, Section 22G.100.140 Binding site plan – Requirements, Section 22G.110.090 Information for recording, Section 22G.110.100 Survey required, Section 22G.100.190 Recording requirements, Section 22G.100.450 Utility improvement plans, and Section 22G.120.290 Utility improvement plans.

Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The Community Development Department held one public meeting/work session to introduce the NON-PROJECT action related to removing mylars as a requirement from code on January 18, 2022.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on February 8, 2022, in accordance with RCW 36.70A.106.
4. The PC held a duly-advertised public hearing on February 22, 2022 and received testimony from city staff and the public.
5. At the public hearing, the PC reviewed and considered the Modifications to the Unified Development Code (UDC) regarding mylars.

CONCLUSION:

At the public hearing, held on February 22, 2022, the PC recommended **APPROVING** the modifications to the sections of the Marysville Municipal Code pertaining to mylars.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as proposing amendments to Section 22G.090.200 Plat Map – Requirements, Section 22G.090.020 Filing original plat and copies, Section 22G.090.490 Recording requirement, Section 22G.100.140 Binding site plan – Requirements, Section 22G.110.090 Information for recording, Section 22G.110.100 Survey required Section 22G.100.190 Recording requirements, Section 22G.100.450 Utility improvement plans, and Section 22G.120.290 Utility improvement plans this **February 22, 2022**.

By:


Stephen Leifer, Planning Commission Chair


(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

Index #10

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

CITY COUNCIL MEETING DATE: March 7, 2022

AGENDA ITEM:	
Cascade Business Park – Comprehensive Plan Map Amendment (PA21001)	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
1. PC Minutes (06.22.21, 12.14.21 & 01.25.22) 2. PC Recommendation 3. Ordinance	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

A NON-PROJECT Action *Citizen Initiated* Comprehensive Plan Map Amendment and Concurrent Rezone, known as “Cascade Business Park,” was submitted for review as part of the 2021 Comprehensive Plan Amendment Docket.

The applicant (NP Arlington MIC Industrial LLC) is proposing to change the land use designation and concurrently rezone approximately 10.18 acres from Medium-Density, Single-family (R-4.5) to Light Industrial (LI). The NON-PROJECT Action amendment and rezone site is located on the east side of 51st Avenue NE between the 14600 and 14800 Block, and is identified as APN 31053400300300.

The Planning Commission held a public hearing on January 25, 2022 and received testimony from property owners, staff and interested citizens following public notice. The Planning Commission made a motion to forward the NON-PROJECT Action Comprehensive Plan Map Amendment and Concurrent Rezone, as presented, subject to one condition outlined in the Staff Recommendation, attached to the Ordinance as **Exhibit B**, to Marysville City Council for adoption by ordinance.

<p>RECOMMENDED ACTION: Affirm the Planning Commission Recommendation, adopting the proposed NON-PROJECT Action Comprehensive Plan Map Amendment and Concurrent Rezone, known as Cascade Business Park, subject to the condition outlined in the Staff Recommendation attached to the Ordinance as Exhibit B.</p> <p>RECOMMENDED MOTION: Move to adopt Ordinance No. ____, approving the NON-PROJECT Action Comprehensive Plan Map Amendment and Concurrent Rezone, known as Cascade Business Park.</p>

Planning Commission



1049 State Avenue
Marysville, WA 98270

Meeting Minutes
June 22, 2021

CALL TO ORDER / ROLL CALL

Chair Leifer called the June 22, 2021 Planning Commission meeting to order via Zoom at 5:00 p.m. Planning Manager Chris Holland called the roll.

Present:

Commissioner: Chair Steve Leifer, Commissioner Kristen Michal, Commissioner Roger Hoen, Commissioner Brandon Whitaker, Commissioner Tom Thetford

Absent: Vice Chair Jerry Andes

Staff: Planning Manager Chris Holland, Community Development Director Haylie Miller, Project Specialist Janis Lamoureux

APPROVAL OF MINUTES

June 8, 2021 Planning Commission Minutes

Commissioner Hoen stated he would be abstaining because he wasn't at the June 8 meeting.

Motion to approve the June 8, 2021 Planning Commission Minutes moved by Commissioner Thetford seconded by Commissioner Whitaker.

VOTE: Motion Carried 4-0

AYES: LEIFER, MICHAL, WHITAKER, THETFORD

ABSTAIN: HOEN

AUDIENCE PARTICIPATION

Chair Leifer solicited audience participation on items not on the agenda. There were no comments.

COMMUNITY MEETING

Downtown Master Plan Planned Action

Planning Manager Holland showed a map of the Downtown Master Plan study area and reviewed the boundaries. He explained that as part of adopting a Planned Action the City is required to have a community meeting. Notice was required to be provided to all affected federally recognized tribal governments and agencies with jurisdiction over the future development anticipated for the planned action.

Planning Manager Holland reviewed the framework of the action alternative:

- Town Center infill and redevelopment
- 3rd/2nd Street Old Town small business support and public realm improvements
- Improve State Avenue and 4th Street streetscape/appearance
- Waterfront redevelopment
- Civic Center hub and area redevelopment
- Historic 3rd Street neighborhood housing opportunities in historic form
- Asbery Neighborhood School redevelopment, neighborhood infill, and amenity improvements
- Liberty Neighborhood infill and midblock connections
- North State Avenue/Grove Street redevelopment and midblock connections
- BNSF Sliver and Beach Avenue Neighborhood flexible uses
- Multimodal pedestrian/bicycle facilities

Planning Manager Holland reviewed the action alternative map and the proposed land use alternatives. The land use alternative includes new zones paired with streetfront designations and design standards. The impacts and mitigation measures that were analyzed in the Supplemental Environmental Impact Statements (SEIS) included surface water and water resources, land and shoreline use and aesthetics, socioeconomics, transportation, public service utilities. He reviewed next steps and solicited comments and informed the Commission that everything needs to be adopted by October 15.

Commissioner Whitaker asked how many comments the City has received on the draft plan. Planning Manager Holland replied that there have not been many. A lot of the comments were received in the initial online survey, and most of those have already been addressed in the draft plan.

Chair Leifer asked for more detail about the flex zone. Planning Manager Holland reviewed the uses that are allowed in this zone.

Commissioner Whitaker asked for more information about the Liberty infill element. Planning Manager Holland replied that there are several larger lots that would be available for more flexibility; for example, a triplex behind an existing house.

Planning Manager Holland commented on the need to have a meeting in August in order to meet the October 15 deadline and asked about any potential conflicts. Commissioner Whitaker indicated he would not be available the third week. No other conflicts were noted. There was general availability on Mondays and Tuesdays.

COMPREHENSIVE PLAN MAP AMENDMENT

Cascade Business Park

Planning Manager Holland introduced this item. He shared a map of the Cascade Business Park and discussed a proposed Comprehensive Plan Amendment related to rezone of a parcel at the south end for future industrial development. The parcel is currently in the Cascade Business Park, but outside the Cascade Industrial Center. The current designation is residential 4.5 single family medium and this map amendment would change the parcel to light industrial. Staff does not have a recommendation for this application yet.

Commissioners asked clarification questions about the location and the zoning.

Chair Leifer asked if there is any news about expansion of the GMA boundaries. Planning Manager Holland replied that the Buildable Lands Report has been recommended for approval by Snohomish County Tomorrow. If it gets approved, the County Council will have to allocate population to cities. That will give the City the opportunity to go through the reasonable use process to see if they can fit the employment and population capacity based on those numbers. Staff is anticipating getting those numbers in September and then doing the analysis.

Commissioner Whitaker asked if this property was pursued by earlier developers. Planning Manager Holland replied there has been nothing in the last 20 years or so; it has only been farmed.

Commissioner Hoen asked if there are any updates to the need for increased capacity on 51st Street. Planning Manager Holland replied that Arlington and Marysville just entered into an agreement with Transpo, a traffic engineering firm, to look at the road network up there to ensure the roads will support development.

Peter Condyles stated that the public meeting notice will be provided to the Planning Commission as soon as it is available.

Planning Manager Holland introduced Thane Smith of NorthPoint who is the applicant of the amendment under discussion. Mr. Smith briefly discussed plans for the parcel and the Cascade Business Park. He explained the developer is currently in the process realigning and relocating Edgecomb Creek as part of their habitat restoration project. Chair Leifer asked if there is a projected timeline for completion of the entire proposed project. Mr. Smith explained they will be building one spec building over the next year or so. They are also marketing the property. Once Edgecomb Creek is relocated they

expect there will be several build-to-suit projects as well. The developer has been working closely with the Tribes' and other agencies to ensure that the relocation and restoration of the stream and the culvert is done to their satisfaction. The developer expects that the whole project will be built out in six to ten years.

Other:

Community Development Director Miller gave an update on topics discussed with City Council recently:

- Residents of Berrywood have raised concerns about impacts of the Holbrook subdivision development which will be going to the Hearing Examiner. Some councilmembers have expressed concern about being left out of the loop in development issues so staff will be using the Economic Development Committee for some items in order to keep Council apprised earlier in the process.
- 4th of July has been a big topic. No fireworks are allowed in city limits, and police will be enforcing the law.
- A pallet shelter is being proposed at 83rd and 528 in the church parking lot. This is considered a transitory accommodation use which is allowed for 90 days. Some of the neighbors are not happy. This is a pilot program, and is a different kind of homeless shelter. People are heavily screened and there will be someone on site 24/7 monitoring it. They are potentially wanting to allow this as a permanent use so it may be coming to the Planning Commission in the next six months or so. Council is also very interested in this topic.
- The 6-Year Transportation Improvement Program was adopted by Council.
- City Council wants to look at the notification rules and the possibility of extending the notification area for some projects.

Commissioner Hoen asked if there is an update on the open Planning Commission position. Director Miller replied that the applications are still being reviewed.

ADJOURNMENT

Motion to adjourn at 6:05 p.m. moved by Commissioner Whitaker seconded by Commissioner Hoen.

AYES: ALL

Chris Holland

Chris Holland, Planning Manager for:
Laurie Hugdahl, Recording Secretary

Next Meeting – July 13, 2021

Planning Commission



1049 State Avenue
Marysville, WA 98270

**Meeting Minutes
December 14, 2021**

CALL TO ORDER / ROLL CALL

Chair Leifer called the December 14, 2021 Planning Commission meeting to order via Zoom at 6:00 p.m. Planning Manager Chris Holland called the roll.

Present:

Commissioner: Chair Steve Leifer, Vice Chair Jerry Andes, Commissioner Roger Hoen, Commissioner Sunshine Kapus, Commissioner Kristen Michal, Commissioner Brandon Whitaker¹

Excused: Commissioner Tom Thetford

Staff: Planning Manager Chris Holland, Community Development Director Haylie Miller, Senior Planner Kate Tourtellot

APPROVAL OF MINUTES

November 23, 2021 Planning Commission Minutes

Motion made by Commissioner Kapus, seconded by Commissioner Michal, to approve the November 23, 2021 Planning Commission meeting minutes as presented. **Motion** passed with Commissioner Andes abstaining.

AUDIENCE PARTICIPATION

None.

PUBLIC HEARING

A. Food Truck Regulations

¹ Commissioner Whitaker arrived a few minutes late with advance notice.

Director Miller made the staff presentation regarding food truck regulations. Staff has attempted to solicit feedback from restaurant owners with little response. Regarding requiring food trucks to locate a certain distance away from restaurants, some restaurant owners did request a distance of three blocks to 3000 feet away from restaurants. Staff reviewed how this would play out and is proposing a 100-foot buffer from restaurants and that food trucks would not be allowed in the city right-of-way (in streets or parked in front of business). They may be allowed as part of a special event permit, and they may be allowed on city-owned property. They may also be located on private property but would be prohibited in residential zones. Staff is recommending a buffer area between food trucks and restaurants in lieu of needing to provide notice to restaurant owners. Staff is recommending approval of the proposed regulations.

Commissioner Andes asked for clarification about the site plan. Director Miller explained there is generally already a site plan if they are locating where there is an existing business. Staff can be flexible if needed. Wherever they locate they should have written permission from the property owner.

Commissioner Andes referred to Town Center Mall where they have had some difficulty getting in touch with the owner and asked who a food truck would need to get permission from in the case of an out-of-town owner. Director Miller replied that they would need to get ahold of the owner somehow.

Commissioner Andes asked about parking regulations for food trucks in residential areas. Planning Manager Holland explained that it would be like storing an RV in the side yard or a rear yard.

Chair Leifer referred to the Town Center and noted there is a lot of empty parking places which could be a good location for a food truck. He asked about the parking restrictions in the code. Director Miller explained they just could not dip into the minimum required parking amount. Planning Manager Holland noted that there is an opportunity to work with the property owner and other leaseholders there to use the parking lot. This has been successfully done by others on occasion.

Commissioner Hoen asked what would happen if a new brick and mortar restaurant wanted to open in a location where a food truck was currently operating successfully. Director Miller stated she could write something into the code to indicate that if the food truck is there first, they would be allowed to stay. She will clarify that they must be located 100 feet from *existing* establishments.

Chair Leifer referred to where these would be allowed and expressed concern about construction sites having regular daily access to food trucks for the construction workers until the project is over. Director Miller explained that would be allowed per the current temporary use regulations.

Commissioner Michal requested clarity in the verbiage for General Regulations, number 5, about not wanting customers to congregate. Director Miller suggested the following edited version which Commissioner Michal thought was better:

Mobile food vendors shall not obstruct sidewalks, streets, access points, fire lanes, or parking lot circulation by either the location of the mobile food vending unit or its accessories.

The public hearing was opened at 6:32 p.m. Public testimony was solicited. There was none.

Motion made by Commissioner Whitaker, seconded by Commissioner Michal, to close the public hearing at 6:33 p.m. **Motion** passed.

Motion made by Commissioner Andes, seconded by Commissioner Whitaker, to make a recommendation of approval to City Council regarding the food truck regulations as presented by staff. **Motion** passed.

B. Accessory Dwelling Units

Senior Planner Tourtellot reviewed the proposed changes to regulations regarding Accessory Dwelling Units. The only change made since the last meeting was to remove the 1000 square feet and just leave the maximum size at 50%.

Staff received two comment letters which were sent to the Planning Commission. One letter was from Dave who wanted to know how this is being done equitably when there are different sized homes and lots around the city.

The second comment was by the master Builders Association who said they would like to see 1000 square feet be allowed for any ADU regardless of the primary dwelling unit or the lot size. They would also like to see all the parking requirements removed regardless of if it is with one quarter mile of a major transit stop or not.

Chair Leifer brought up the situation where there might be a reversal of the primary home becoming the ADU if you build a larger home on the same lot as a small existing home. Senior Planner Tourtellot explained that would be allowed. She pointed out that the 50% maximum is not based on the existing structure. There is another section in the code that addresses this. Planning Manager Holland explained that the new home would need to be twice as big as the existing one in the reversed scenario. Chair Leifer commented that if you build a larger structure there is a little bit of a penalty in that you would have to do frontage improvements. Planning Manager Holland agreed that this is generally true.

The public hearing was opened at 6:46 p.m.

Public Testimony:

Dylan Sluder, Master Builders Association, requested that flexibility be added within the square footage. He suggested using the 50% FAR or up to 1000 feet. They are also suggesting the removal of parking requirements because oftentimes these units don't have a lot of cars. He thanked staff and the Planning Commission for all their work.

Motion made by Commissioner Kapus, seconded by Commissioner Andes, to close the public hearing at 6:48 p.m. **Motion** passed.

Motion made by Commissioner Whitaker, seconded by Commissioner Michal, to recommend approval of the ADU regulations as proposed by staff to City Council. **Motion** passed.

C. Emergency Housing and Shelters

Director Miller summarized this item which has been reviewed by the Planning Commission over multiple meetings. She reviewed the proposed regulations. Staff is recommending approval.

The public hearing was opened at 7:00 p.m. There were no comments.

Motion made by Commissioner Andes, seconded by Commissioner Michal, to close the public hearing at 7:02 p.m. **Motion** passed.

Motion made by Commissioner Whitaker, seconded by Commissioner Andes, to recommend the Emergency Housing and Shelters regulations for approval to City Council. **Motion** passed.

OLD BUSINESS

A. Cascade Business Park – Comp Plan Map Amendment and Rezone

Planning Manager Holland reviewed this Comprehensive Plan Map Amendment and Rezone request which was submitted by Cascade Business Park. Through their review and approval process of a large binding site plan, it was an oversight that they had purchased this residential-zoned property that was included in the application. They chose to submit a Comprehensive Plan Map Amendment and concurrent rezone as part of the 2021 docket process. They do not have any development applications in for this site currently. They are just looking to get the site redesignated at this time. Staff issued a SEPA threshold determination of non-significance on November 29, 2021. There were no mitigation measures associated with that because they were covered in original application for the binding site plan. Staff will be recommending approval with a condition that the right-of-way located along 51st Avenue be dedicated as per code. Staff is recommending that a public hearing will be scheduled for January 11, 2022. There was general discussion about buildable land left in the city.

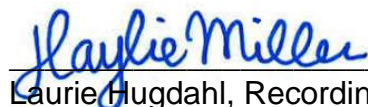
Motion made by Commissioner Kapus, seconded by Commissioner Andes, to schedule this item for a public hearing on January 11, 2022. **Motion** passed.

ADJOURNMENT

Planning Manager Holland announced that the City has hired a new Associate Planner who will start on January 3.

Motion to adjourn at 7:18 p.m. moved by Commissioner Whitaker, seconded by Commissioner Kapus. **Motion** passed.

AYES: ALL



Laurie Huggdahl, Recording Secretary

Next Meeting – January 11, 2022

Planning Commission



1049 State Avenue
Marysville, WA 98270

**Meeting Minutes
January 25, 2022**

CALL TO ORDER / ROLL CALL

Chair Leifer called the January 25, 2022 Planning Commission meeting to order via Zoom at 6:00 p.m. Planning Manager Chris Holland called the roll.

Present:

Commissioner: Chair Steve Leifer, Vice Chair Jerry Andes, Commissioner Roger Hoen, Commissioner Sunshine Kapus, Commissioner Kristen Michal, Commissioner Brandon Whitaker

Excused: Commissioner Tom Thetford

Staff: Community Development Director Haylie Miller, Planning Manager Chris Holland, Planning Technician Mara Wiltshire

APPROVAL OF MINUTES

December 14, 2021 Planning Commission Minutes

Motion made by Commissioner Kapus, seconded by Commissioner Whitaker, to approve the minutes of the December 14, 2021 Planning Commission Meeting Minutes as presented.

AYES: ALL

AUDIENCE PARTICIPATION

Chair Leifer solicited audience participation on items not on the agenda. There were no comments.

ELECTIONS

Nomination and Election of Planning Commission Chair for 2022

Motion made by Commissioner Hoen to nominate Steve Leifer for Chair. Commissioner Whitaker seconded the motion.

AYES: ALL

Nomination and Election of Planning Commission Vice-Chair for 2022.

Motion made by Commissioner Andes to nominate Brandon Whitaker for Chair. Commissioner Kapus seconded the motion.

AYES: ALL

PUBLIC HEARING

Cascade Business Park Comp Plan Map Amendment and Concurrent Rezone

Staff Presentation:

Planning Manager Holland gave an overview of the proposal. No comments have been received from the public on this project. Comments were received from the Tulalip Tribes but they were related to the Project Action Binding Site Plan and not the NON-Project Action Comp Plan Amendment and Rezone. Staff has identified how the proposal complies with the Comprehensive Plan policies. Staff is recommending approval subject to one condition related to dedication of public right-of-way along the frontage of 51st Avenue NE.

Chair Leifer asked about the timeline for the planned construction of their project. Planning Manager Holland deferred to the applicant, noting he could review this during his testimony.

Vice Chair Whitaker asked how long this property had been zoned medium density single family residential before this project came into play. Planning Manager Holland explained it was annexed into the city in 2009.

Public Hearing:

The hearing was opened at 6:12 p.m.

Applicant Presentation:

Thane Smith thanked staff and the Planning Commission for their hard work. Regarding the timeline, he explained that the development would be built out over a period of four years; however, the Edgecomb Creek relocation project has taken longer than expected due to rainy weather. They are also working on entitling a couple buildings associated with this project in Arlington. The applicant is very optimistic and believes the project will be a positive addition to the city. He reviewed the background on this project and the request to rezone this property.

Chair Leifer asked about the type of construction which will be used. Mr. Smith replied they only use Class A Concrete Tilt Up construction. Chair Leifer asked about the bay height. Mr. Smith replied they will be between 36- and 40-feet clear height.

Ben Mahain, 6010 West Amelia Earhart Drive, Salt Lake City, Utah, commented they are excited to get this project going to bring some good jobs to the area.

Commissioner Kapus asked if they have any tenants for any of the properties yet. Ben replied they have been in talks with a couple tenants for the first building.

Chair Leifer asked if they have any idea what interest rates might do to the project. Mr. Smith replied they have a capital partner, and this is a zero-debt project. Interest rates should not impact the construction, but it may impact the tenants.

Vice Chair Whitaker asked if signed leases need to be completed to move ahead with design and construction. Mr. Smith replied they can do it both ways – speculative construction or build to suit.

Public Testimony: Public comments were solicited. There were none.

Commissioner Hoen asked if 51st would be impacted by this project. Planning Manager Holland replied that it would not be impacted. He clarified that this is a NON-Project Action with no construction associated with it.

Motion made by Commissioner Michal, seconded by Commissioner Andes, to close the hearing at 6:30 p.m.

AYES: ALL

Discussion

Motion made by Commissioner Andes, seconded by Commissioner Kapus, to forward the Cascade Business Park Comp Plan Map Amendment and Concurrent Rezone to City Council with a recommendation for approval.

AYES: ALL

NEW BUSINESS

Code Amendment – Remove Requirements to Provide Mylar Copies of Plans

Director Miller explained staff is proposing the eliminate the requirement for applicants to provide mylar copies to the city. The City has moved to paperless applications.

Motion made by Commissioner Kapus, seconded by Commissioner Whitaker to approve sending this on to the next public hearing.

AYES: ALL

Commissioner Comments:

Commissioner Andes asked when the bridge across Quilceda Creek would be done. Planning Manager Holland indicated he would look into that and bring information back to the Commission.

Chair Leifer asked about staking he noticed up by the furniture store. Planning Manager Holland explained they are acquiring right-of-way and then will go through the permitting process. He will double check on the dates on this and get back to the Commission with that information.

Commissioner Hoen asked about a preliminary project putting in gas line on State Avenue between 104th and 116th. Planning Manager Holland said he would also look into this.

Vice Chair Whitaker asked about the status on the new city hall and what will happen with the old city hall building. Planning Manager Holland replied that the existing city hall building is under contract for purchase. The proposed tenant has not submitted for their preliminary application yet. He expects it to be demolish and rebuild at that location.

Planning Manager Holland commented that they have received a lot of inquiries for infill development within the new Downtown Master Plan area. As a result, they are seeing areas in the code that need to be cleaned up. Staff is compiling these proposed amendments and plans to bring them to the Planning Commission soon.

Chair Leifer asked if there has been any interest in ADU projects. Planning Manager Holland commented they get a couple inquiries a day. He expects that there will be several constructed this year.

Director Miller explained all the ordinances – food trucks, emergency housing and ADUs - that the Planning Commission passed on to the City Council were approved. The only change was the City Council wanted to keep the owner occupancy requirement for the ADUs.

ADJOURNMENT

Motion to adjourn at 6:45 p.m. moved by Commissioner Michal, seconded by Vice Chair Whitaker.

AYES: ALL

Chris Holland

Chris Holland, Planning Manager for
Laurie Hugdahl, Recording Secretary

Next Meeting – February 15

PC Recommendation - Cascade Business Park Comp. Plan Map Amendment

The Planning Commission of the City of Marysville, having held a public hearing on January 11, 2022, in review of a NON-PROJECT Action citizen-initiated Comprehensive Plan Map Amendment and Concurrent Rezone of a 10.18 acre parcel of property from Medium-density, Single-family (R-4.5) to Light Industrial (LI) as part of the 2021 Comprehensive Plan Docket; and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusion and recommendation for consideration by Marysville City Council:

FINDINGS:

1. The Planning Commission held public work sessions in review of the NON-PROJECT Action citizen-initiated Comprehensive Plan Map Amendment and Concurrent Rezone on June 22, 2021 and December 14, 2021.
2. A SEPA NON-Project Action environmental checklist for the proposal was completed by the applicant and a Determination of Non-Significance was issued on November 29, 2021. A fourteen (14) day public comment and appeal period expired on December 13, 2021. No appeal was filed.
3. The Community Development Department provided 60-day notice of the proposal to state agencies via the Washington State Department of Commerce (DOC) on November 30, 2021 and it was processed by DOC with Submittal ID 2021-S-3435. As of the date of this staff recommendation, no comments have been received from state agencies.
4. Public Notice of the Public Hearing was provided in accordance with MMC 22G.020.060, including publication in the Everett Herald on December 28, 2021, scheduling a public hearing on January 25, 2022 at 6PM. Two signs were posted on the subject property, and the public hearing notice was mailed to property owners located within 300 feet of the subject property, posted at the Marysville and Lakewood Post Offices, on Channel 21 and the city's website.
5. The Planning Commission was provided public comments received throughout the review process and took into consideration testimony received from staff and the public at the duly-advertised public hearing held on January 25, 2022.

CONCLUSION:

At the public hearing, the Planning Commission recommended adoption of the NON-PROJECT Action citizen-initiated Comprehensive Plan Map Amendment and Concurrent Rezone of a 10.18 acre parcel of property from Medium-density, Single-family (R-4.5) to Light Industrial (LI) as part of the 2021 Comprehensive Plan Docket, subject to one (1) condition contained in Section 2.0 of the Staff Recommendation.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of Approval of the NON-PROJECT Action citizen-initiated Comprehensive Plan Map Amendment and Concurrent Rezone, by the Marysville Planning Commission this 25th day of January, 2022.

By:



Planning Commission Chair

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON RELATING TO THE MARYSVILLE GROWTH MANAGEMENT COMPREHENSIVE PLAN, ORDINANCE NO. 3000, AND THE CITY'S OFFICIAL ZONING MAP, ORDINANCE NO. 2852, AS PREVIOUSLY AMENDED, AND THE CITY'S UNIFIED DEVELOPMENT CODE (MMC TITLE 22); AND APPROVING THE 2021 CITIZEN INITIATED COMPREHENSIVE PLAN AMENDMENT REQUEST (CASCADE BUSINESS PARK), WHICH AMENDS THE COMPREHENSIVE PLAN'S LAND USE MAP DESIGNATION FOR PROPERTY LOCATED ON THE EAST SIDE OF 51ST AVENUE NE BETWEEN THE 14600 AND 14800 BLOCK, AND REZONES SAID PROPERTY FROM MEDIUM-DENSITY, SINGLE-FAMILY (R-4.5) TO LIGHT INDUSTRIAL (LI), PURSUANT TO THE CITY'S 2021 ANNUAL COMPREHENSIVE PLAN AMENDMENT AND UPDATE PROCESS.

WHEREAS, on September 15, 2015 the Marysville City Council enacted Ordinance No. 3000 adopting an updated Growth Management Comprehensive Plan ("Comprehensive Plan") for the City of Marysville; and

WHEREAS, the Growth Management Act allows jurisdictions to amend comprehensive plans once a year, except in those situations enumerated in RCW 36.70A.130(2)(a); and

WHEREAS, on January 27, 1997 the Marysville City Council adopted Resolution No. 1839, providing for procedures for annual amendment and update of the City's Comprehensive Plan; and

WHEREAS, on February 14, 2011 the Marysville City Council adopted Ordinance No. 2852, adding Chapter 22G.020 to the Marysville Municipal Code (MMC) entitled "Procedures For Legislative Actions" which establishes procedures for processing and review of legislative actions relating to amendments or revision to the Comprehensive Plan and Development Regulations; and

WHEREAS, the 2021 Comprehensive Plan amendments include a Citizen Initiated Amendment Request (Cascade Business Park), which proposes to revise the Comprehensive Plan's Land Use Map designation for properties depicted in the attached **Exhibit A**, which is located on the east side of 51st Avenue NE between the 14600 and 14800 Block, and to rezone said property, from Medium-Density, Single-family (R-4.5) to Light Industrial (LI); and

WHEREAS, on November 29, 2021, the City issued a State Environment Policy Act Threshold Determination of Non-significance (DNS), which addresses the environmental impacts of the Citizen Initiated Amendment Request (Cascade Business Park), a non-project proposal; and

WHEREAS, the City has submitted the proposed 2021 Comprehensive Plan Land Use Map and Official Zoning Map amendments to the State of Washington Department of Commerce for 60-day review in accordance with RCW 36.70A.106, which was assigned Submittal ID 2021-S-3435; and

WHEREAS, the Marysville Planning Commission, after review of the proposed 2021 Comprehensive Plan Land Use Map and Official Zoning Map amendment, held public workshops on June 22, 2021 and December 14, 2021, and held a public hearing on January 11, 2022, and received testimony from property owners, staff and other interested parties following public notice; and

WHEREAS, the Planning Commission prepared and provided its written recommendation that said proposed amendment be approved by the Marysville City Council; and

WHEREAS, on March 14, 2022 the Marysville City Council reviewed the Planning Commission's recommendation relating to the proposed 2021 Comprehensive Plan Land Use Map and Official Zoning Map amendments;

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

Section 1. With regards to the proposed rezone of the properties depicted in the attached **Exhibit A** (which are located on the east side of 51st Avenue NE between the 14600 and 14800 Block) from Medium-Density, Single-family (R-4.5) to Light Industrial (LI), the Council hereby finds:

1. There is a demonstrated need for additional zoning as the type proposed;
2. The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties;
3. There have been significant changes in the circumstances of the properties to be rezoned or surrounding properties to warrant a change in classification; and
4. The properties are practically and physically suited for the uses allowed in the proposed zone reclassification.

Section 2. The City Council hereby finds the revisions to the Comprehensive Plan's Land Use Map resulting from the 2021 Citizen Initialed Amendment Request (Cascade Business Park) are:

1. Consistent with the City's Comprehensive Plan and Zoning Code;
2. Consistent with the State Growth Management Act and the State Environmental Policy Act;
3. Warranted by significant changes in circumstances; and
4. Warranted by sufficient benefit or cost to the public health, safety, and welfare.

Section 3. Amending the City of Marysville Comprehensive Plan. The City Council hereby amends the Marysville Growth Management Comprehensive Plan and Ordinance No. 3000, as previously amended, by adopting the 2021 Citizen Initiated Amendment Request (Cascade Business Park), which amends the land use designation for the properties depicted in the attached and incorporated **Exhibit A**, which is located on the east side of 51st Avenue NE between the 14600 and 14800 Block, from Medium-Density, Single-family (R-4.5) to Light Industrial (LI) and amends Figure 4-2 of the Land Use Element. This amendment is subject to the condition set forth in Section 2 of the attached and incorporated **Exhibit B**. This amendment shall be included with the Comprehensive Plan filed in the office of the City Clerk and shall be available for public inspection.

Section 4. Amending the City’s Official Zoning Map and MMC Title 22 Unified Development Code. The City Council hereby amends the City’s Official Zoning Map, Ordinance No. 2852, as previously amended, and the City’s Unified Development Code MMC Title 22, by adopting the 2021 Citizen Initiated Amendment Request (Cascade Business Park), which rezones the properties depicted in the attached **Exhibit A** from R-4.5 (Medium-Density, Single-family) to LI (Light Industrial). This amendment is subject to the condition set forth in Section 2 of the attached **Exhibit B**. This amendment shall be attested by the signature of the Mayor and City Clerk, with the seal of the municipality affixed, shall be included with the Official Zoning Map on file in the office of the City Clerk, and shall be available for public inspection.

Section 5. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

“22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Cascade Business Park – Zoning Map Amendment	_____, 2022”

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 7. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 8. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

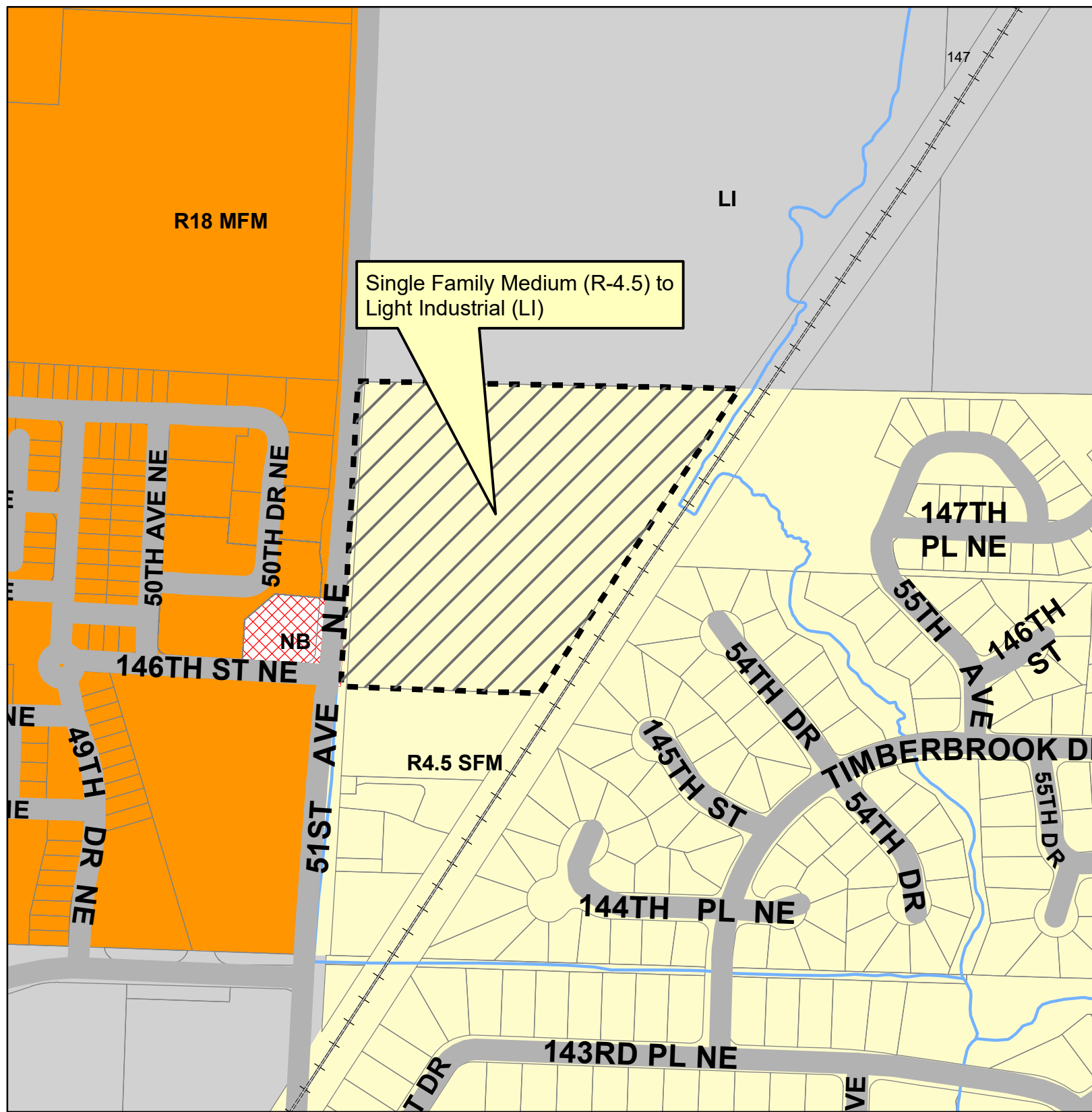
By: _____
CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

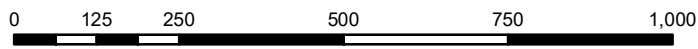
Date of Publication: _____

Effective Date: _____



Cascade Business Park Comp Plan Map Amendment

- | | | | |
|-----------------------|---------------------------|----------------|----------|
| Neighborhood Business | R18 Multi-Family Medium | Amendment Area | |
| Light Industrial | R4.5 Single Family Medium | | Railroad |



Feet
Item 10 - 20

Map Plotted: December 2021

CD21-14.mxd



MARYSVILLE
WASHINGTON

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STAFF REPORT - Cascade Business Park Comp. Plan Map Amendment

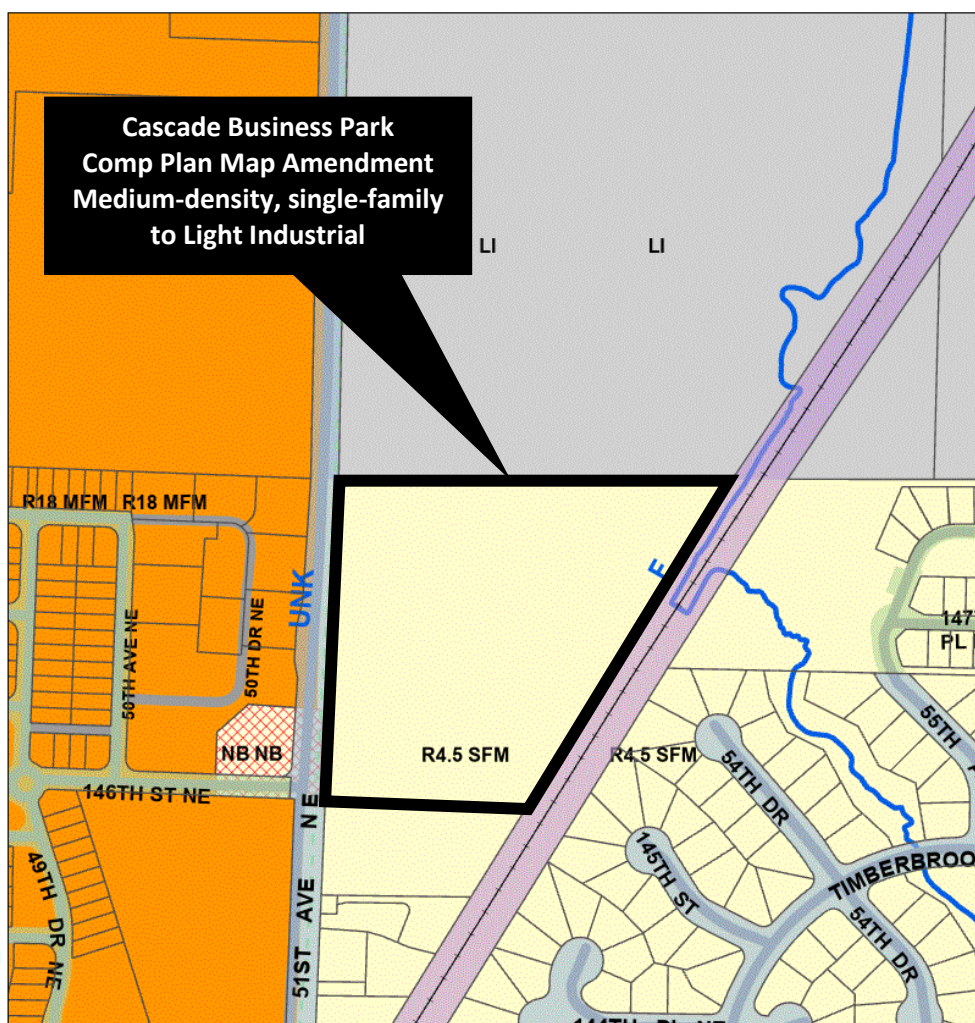
Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Mon - Fri 7:30 AM - 4:00 PM

PROJECT INFORMATION									
Project Title	Cascade Business Park – Comprehensive Plan Map Amendment			Date of Report	January 19, 2022				
File Number	PA21-001			Attachments	See Section 3.0 for links to Exhibits				
Administrative Recommendation	Approve the NON-PROJECT ACTION citizen-initiated Comprehensive Plan Map Amendment and Concurrent Rezone of a 10.18 acre parcel of property from Medium-density, Single-family (R-4.5) to Light Industrial (LI), subject to the condition outlined in Section 2.0.								
BACKGROUND SUMMARY									
Applicant	NP Arlington MIC Industrial, LLC								
Request	The applicant is requesting approval of a NON-PROJECT ACTION citizen-initiated Comprehensive Plan Map Amendment and Concurrent Rezone of a 10.18 acre parcel of property from Medium-density, Single-family (R-4.5) to Light Industrial (LI).								
SEPA Status	A SEPA Determination of Non-Significance was issued on November 29, 2021. The appeal period expired December 13, 2021; no appeals were filed.								
Location	East side of 51 st Avenue NE between the 14600 and 14800 Block			APN(s)	31053400300300				
Acreage (SF)	10.18 acres (443,440 SF)			Section	34	Township	31N	Range	05E
Comprehensive Plan	SFM	Zoning	R-4.5	Shoreline Environment			N/A		
Water Supply	Current	Proposed		Sewer Supply	Current		Proposed		
	None	None			None	None			
Present Use of Property	Vacant farmland								
REVIEWING AGENCIES									
Marysville	Local Agencies & Districts		State & Federal		County		Other		
<input type="checkbox"/> Building <input type="checkbox"/> Fire District <input checked="" type="checkbox"/> Engineering Services <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works	<input checked="" type="checkbox"/> Arlington (city) <input type="checkbox"/> Arlington Airport <input type="checkbox"/> Community Transit <input type="checkbox"/> Frontier <input type="checkbox"/> Lake Stevens (city) <input type="checkbox"/> PUD No. 1		<input type="checkbox"/> BNSF <input checked="" type="checkbox"/> COMMERCE <input checked="" type="checkbox"/> DAHP <input checked="" type="checkbox"/> DOE <input type="checkbox"/> US Army Corp of Engineers <input type="checkbox"/> WDFW <input type="checkbox"/> WSDOT		<input type="checkbox"/> Health District <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Puget Sound Clean Air <input type="checkbox"/> Puget Sound Energy <input checked="" type="checkbox"/> Stillaguamish Tribe <input checked="" type="checkbox"/> Tulalip Tribes		
ACTION									
<input type="checkbox"/> Administrative <input type="checkbox"/> City Council <input type="checkbox"/> Quasi-Judicial <input checked="" type="checkbox"/> Planning Commission									
Date of Action	January 25, 2022			<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued			
STAFF CONTACT									
Name	Chris Holland	Title	Planning Manager	Phone	360.363.8207	E-mail	cholland@marysvillewa.gov		

SURROUNDING USES

	Comprehensive Plan	Zoning	Land Use
Site	Medium-density, Single-family	R-4.5	Vacant farmland
North	Light Industrial	LI	Vacant farmland and farm house
East	Medium-density, Single-family	R-4.5	BNSF Railway and Timberbrook single-family subdivision
South	Medium-density, Single-family	R-4.5	Emmanuel Baptist Church
West	Medium-density, Multi-family	R-18	McKendree Park Condominium Community

Vicinity Map



- | | | | |
|-----------------------|-------------------------|---------------------------------|---------------------------|
| General Commercial | 88 - Mixed Use | R12 Multi-Family Low | R4.5 Single Family Medium |
| Downtown Commercial | General Industrial | R6-18 Multi-Family Low | Public-Institutional |
| Community Business | Light Industrial | R8 Single Family High Small Lot | Recreation |
| Neighborhood Business | R28 Multi-Family High | R6.5 Single Family High | Open |
| Mixed Use | R18 Multi-Family Medium | R4-8 Single Family High | |

1.0 FINDINGS AND CONCLUSIONS

1. **Proposal:** The owner, NP Arlington MIC Industrial, LLC, requests an amendment to the City of Marysville Comprehensive Plan Land Use Map and to the Zoning Map. The 10.18 acre site is located on the east side of 51st Avenue NE between the 14600 and 14800 Block and is identified as Assessor Parcel Number (APN) 31053400300300. The proposal is to change the land use designation from Single-family, Medium Density to Light Industrial and the zoning from LI to R-4.5. The property is currently vacant farmland.

A separate PROJECT-ACTION Preliminary Binding Site Plan was approved for the applicant, which included subdividing approximately 311 acres into eleven (11) lots and construction of seven (7) new industrial buildings, totaling approximately 2,915,303 SF (See File No. PA21-006).

2. **Process:** The request is part of the annual comprehensive plan docket process identified by project number PA21-001 with the required review process specified in WAC 365-169-640 *Comprehensive Plan Amendment Procedures* and Marysville Municipal Code (MMC) Chapter 22G.020, *Procedures for Legislative Actions*.
3. **Public Notice:** The applicant filed the docket request on June 16, 2021 and public notice was provided in accordance with MMC 22G.010.090. Subsequent to providing public notice, the applicant held a public meeting via Zoom on July 19, 2021 at 5PM. The only attendees were the applicant, applicant representatives and Marysville city staff. No members from the public or other agencies attended the public meeting.

Public Notice of the Public Hearing before the Planning Commission was provided in accordance with MMC 22G.020.060, including publication in the Everett Herald on December 28, 2021, scheduling a public hearing before the PC on January 11, 2022 at 6PM. Two signs were posted on the subject property, and the public hearing notice was mailed to property owners located within 300 feet of the subject property, posted at the Marysville and Lakewood Post Offices, on Channel 21 and the city's website.

4. **Interjurisdictional Coordination:** Staff provided 60-day notice of the proposal to state agencies via the Washington State Department of Commerce (DOC) on November 30, 2021 and it was processed by DOC with Submittal ID 2021-S-3435. As of the date of this staff recommendation, no comments have been received from state agencies.
5. **State Environmental Policy Act (SEPA):** A SEPA NON-Project Action environmental checklist for the proposal was completed by the applicant and a Determination of Non-Significance was issued on November 29, 2021. A fourteen (14) day public comment and appeal period expired on December 13, 2021. No appeal was filed.
6. **Public Comment:** One public comment was received from The Tulalip Tribes – Natural Resources Department, dated December 8, 2021, regarding stormwater treatment and protection of critical areas for the PROJECT Action Cascade Industrial Park Binding Site Plan, which included subdividing approximately 311 acres into eleven (11) lots and construction of seven (7) new industrial buildings, totaling approximately 2,915,303 SF. The Binding Site Plan received preliminary approval on May 12, 2021.

No public or agency comments were received on the NON-PROJECT Action Comprehensive Plan Map Amendment and Concurrent Rezone.

7. **Analysis and Criteria:** On January 29, 2021 a Project Action application was filed with the City of Marysville requesting approval of a Binding Site Plan (BSP), subdividing approximately 311-acres into 11 lots and construction of 7 new industrial buildings,

totaling approximately 2,915,303 SF. The applicant also proposed to fill a number of regulated wetlands and relocate Edgecomb Creek along the west boundary of the existing BNSF Railway within Tract 998. The Preliminary BSP was approved on May 12, 2021.

The Comprehensive Plan designation for the majority of the Project Action application is Light Industrial (LI) with the exception of APN 31053400300300, which is designated as Single-family, Medium-density (R-4.5). Industrial uses are not permitted in the R-4.5 zone. In order to develop this parcel with industrial uses, a Comprehensive Plan Map amendment and concurrent rezone is required to be reviewed by the Planning Commission and approved by Marysville City Council.

The proposed map amendments have been evaluated for consistency with the GMA Planning Goals outlined in RCW 36.70A.020 that encourages development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

The proposed map amendments would implement the following City of Marysville Comprehensive Plan Policies:

Land Use Policy LU-4: Encourage growth that will transform Marysville from a residentially dominated community to one that provides a balanced, though not equal, proportion of both residences and employment. This will include the Marysville-Arlington Manufacturing Industrial Center (MIC) and the Smokey Point Master Plan Area as a major employment center.

Land Use Policy LU-5: Encourage citizen participation in all decisions affecting growth in the community.

Land Use Policy LU-9: Encourage a harmonious blend of opportunities for living, working, and culture for the residents of Marysville through planned retention and enhancement of its natural amenities; by judicious control of residential, commercial, and industrial development; and by recognition of the City's role in the region.

Industrial Land Use Policy LU-163: Limit industrial development to Urban Growth Areas.

Industrial Land Use Policy LU-164: Urban level facilities and services must be provided prior to, or concurrent with, development to mitigate the subsequent impacts of industrial developments. These services, include, but are not limited to, sanitary and storm sewers, water, police and fire protection, and roadways.

Industrial Land Use Policy LU-165: Encourage the availability of local employment opportunities by fostering the retention and development of long-term working or trading activities that create or add value to the community.

Industrial Land Use Policy LU-167: Locate industrial development in compact, well-defined centers within Urban Growth Areas.

Industrial Land Use Policy LU-168: Require that industrial development sites have good access, adequate public facilities and services, suitable topography and soils, and minimum impact on residential areas.

Industrial Land Use Policy LU-169: Minimize the impact of industrial developments on adjacent land uses through appropriate landscaping, screening, buffers, graduated land use intensity, and similar methods.

Industrial Land Use Policy LU-175: Support the development and growth of the Marysville-Smokey Point MIC by supporting a concentrated manufacturing and industrial base and by planning for future growth and infrastructure improvements.

Economic Development Policy ED-1: Through its plans, regulations, infrastructure investments, and public services encourage more manufacturing, wholesale, retail, warehouse, distribution, assembling, processing, producer's services, office-using and high technology firms to locate within Marysville.

Economic Development Policy ED-4: Separate and buffer newer commercial and industrial areas from residential areas.

Economic Development Policy ED-4: Separate and buffer newer commercial and industrial areas from residential areas.

The proposed Comprehensive Plan Map Amendment from Single-family, Medium Density to Light Industrial and Concurrent Rezone from LI to R-4.5 is supported by the Comprehensive Plan Policies outlined above and would be compatible with the PROJECT Action Cascade Industrial Park BSP. Additionally, the proposed map amendment and concurrent rezone is compatible with and mitigates any adverse impacts upon existing or anticipate land uses in the immediate vicinity.

2.0 STAFF RECOMMENDATION

Staff recommends the Planning Commission hold a public hearing on the annual docket request on ***Tuesday, January 11, 2022 at 6:00PM***. Following the public hearing, and subject to change based on testimony heard, Staff recommends the Planning Commission forward a recommendation of **APPROVAL** to Marysville City Council, amending the Comprehensive Plan Map from Single-family, Medium Density to Light Industrial and the zoning from LI to R-4.5, subject to the following condition:

The applicant shall be required to dedicate right-of-way for the ultimate design width of 51st Avenue NE, as approved by the City Engineer, pursuant to MMC 12.02A.110(1)(d).

3.0 EXHIBITS

The following Exhibits can be accessed electronically via the links provided in the exhibit headers below. Exhibits 1 through 15 are for the NON-PROJECT Action Comprehensive Plan Amendment Request. Exhibits 16 through 26 are part of the PROJECT Action Binding Site Plan and are for informational purposes and to show the proposed future development of Cascade Business Park.

Cascade Business Park NON-PROJECT Action Comp. Plan Amendment Exhibits

- Exhibit 1: Land Use Application
- Exhibit 2: Comprehensive Plan Map Amendment Response Form
- Exhibit 3: Legal Description
- Exhibit 4: Vicinity Map
- Exhibit 5: Land Use Map
- Exhibit 6: Cascade Business Park PROJECT Action Parcels
- Exhibit 7: SEPA Checklist
- Exhibit 8: Title Report
- Exhibit 9: SEPA DNS

- Exhibit 10: Department of Commerce Acknowledgement Letter
- Exhibit 11: Tulalip Tribes Comment Letter
- Exhibit 12: Notice of Public Hearing
- Exhibit 13: Applicant's response to Tulalip Tribes Comment Letter
- Exhibit 14: Staff Recommendation
- Exhibit 15: DRAFT PC Recommendation

Cascade Business Park PROJECT Action Binding Site Plan Exhibits

- Exhibit 16: Geotechnical Report
- Exhibit 17: Cultural Resources Assessment
- Exhibit 18: Noise Study
- Exhibit 19: Critical Areas Assessment Report
- Exhibit 20: Critical Areas Mitigation Plan
- Exhibit 21: Traffic Impact Analysis
- Exhibit 22: Traffic Impact – Phase Analysis
- Exhibit 23: Preliminary Binding Site Plan
- Exhibit 24: Full Binding Site Plan Set
- Exhibit 25: SEPA MDNS
- Exhibit 26: Binding Site Plan Approval