



# MARYSVILLE

WASHINGTON

**REGULAR MEETING**  
**MONDAY, JULY 10, 2023 – 7:00 PM**  
**501 DELTA AVENUE**  
**MARYSVILLE, WA 98270**

## AGENDA

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**To listen to the meeting:**

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/86246307568>**

**Or**

**Dial toll-free US: 888 475 4499**

**Meeting ID: 862 4630 7568**

**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. June 26, 2023 City Council Meeting Minutes  
[CC 06262023.docx](#)

**Consent**

2. June 23, 2023 Payroll in the Amount of \$1,978,080.40 Paid by EFT Transactions and Check Numbers 34647 through 34671
3. June 28, 2023 Claims in the Amount of \$732,804.68 Paid by EFT Transactions and Check Numbers 163744 through 163877 with Check Numbers 153936 and 162692 Voided  
[062823.rtf](#)

4. Inter-local Agreement Between the City of Marysville and the Marysville School District for School Resource Officer Services

Recommended Motion: I move to authorize the Mayor to sign the inter-local agreement with the Marysville School District.

[MPD and MSD Interlocal for 2023\\_2024.pdf](#)

5. Utility Easement Acceptance - 21 Degrees (G21-0071)

Recommended Motion: I move to authorize the Mayor to sign and execute the easement document, to allow for recording with Snohomish County.

[Utility\\_Easement\\_\\_21\\_Degrees\\_.pdf](#)

6. Project Acceptance – LID Improvements for Cedar Avenue

Recommended Motion: I move to authorize the Mayor to accept the LID Improvements for Cedar Avenue project, starting the 60-day lien filing period for project closeout.

[Cedar - Physical Completion Letter.pdf](#)

7. Landowner Agreement for Jones Creek Restoration

Recommended Motion: I move to authorize the Mayor to sign and execute the Jones Creek Landowner Agreement with The Adopt a Stream Foundation.

[Signed Jones\\_LOA .pdf](#)

[Jones Creek Restoration - Overall Site Plan C1.pdf](#)

[Jones Creek EMA.pdf](#)

8. Water Quality Puget Sound Nutrient Reduction Grant Agreement with Department of Ecology

Recommended Motion: I move to authorize the Mayor to sign and execute the Water Quality Puget Sound Nutrient Reduction Grant Agreement with the Department of Ecology.

[City of Marysville Public Works Department\\_DRAFT Agreement.pdf](#)

9. Acceptance of Washington State Criminal Justice Training Commission (WSCJTC) Officer Wellness Grant Funds

Recommended Motion: I move to accept the Officer Wellness Grant Funds provided by the Washington State Criminal Justice Training Commission in the amount of \$21,274.00 and authorize the Mayor to sign the agreement.

[WSCJTC\\_Officer\\_Wellness\\_Grant\\_Funds\\_062823.pdf](#)

## Review Bids

10. Contract Award - Replacement House for Deering Wildflower Acres \*

Recommended Motion: I move to authorize the Mayor to sign and execute the Deering Wildflower Acres Housing contract with Rainproof LLC in the amount of \$358,178.34 and approve a management reserve of \$10,000.00 for a total construction allocation of \$368,178.34.

[Deering Wildflower Acres Contract.pdf](#)

## Public Hearings

## New Business

11. An **Ordinance** of the City Council of the City of Marysville, Washington, Amending Chapter 2.35 of the Municipal Code in Regard to the Finance Director and City Clerk Duties

Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

[Finance Ordinance 6-20-23.pdf](#)

12. An **Ordinance** of the City Council of the City of Marysville, Washington, Amending Chapter 2.30 of the Municipal Code in Regard to the City Clerk

Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

[Clerk Ordinance 6-20-23.pdf](#)

13. An **Ordinance** Relating to Land Use, Engineering, Construction, and Building Fee Updates

Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

[1 Fee Study Ordinance - Final 7-10-23.pdf](#)

[2 City fee comparisons - building code fees updated.docx.pdf](#)

[3 City fee comparisons " land use, engineering.pdf](#)

[City of Marysville - Fee Study slides.pptx](#)

14. A **Resolution** of the City Council of the City of Marysville, Washington, Appointing the Risk Manager as the Agent to Receive Claims for Damages Pursuant to RCW 4.96.020

Recommended Motion: I move to adopt Resolution No. \_\_\_\_\_.

[Resolution - Claim for Damages 6-29-23.pdf](#)

15. Park Access Agreement \*

Recommended Motion: I move to authorize the Mayor to sign the Park Access Agreement with Keystone Land, LLC.

[Keystone - Foothills Park Access Agreement.pdf](#)

## Legal

## Mayor's Business

16. Community and Housing Development Citizen Advisory Committee Reappointments:  
Mark James, Tom King, and Mike Leighan  
[Reappointment - Mike Leighan.doc](#)  
[Reappointment - Tom King.doc](#)  
[Reappointment - Mark James.doc](#)
17. Planning Commission Reappointments: Jerry Andes, Brandon Whitaker, and Zebo Zhu  
[Reappointment - Zebo Zhu.doc](#)  
[Reappointment - Brandon Whitaker.doc](#)  
[Reappointment - Jerry Andes.doc](#)

## Staff Business

### Call on Councilmembers and Committee Reports

### Adjournment/Recess

### Executive Session

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

### Reconvene

### Adjournment

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Genevieve Geddis, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** June 26, 2023 City Council Meeting Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[CC 06262023.docx](#)

City Council



501 Delta Ave  
Marysville, WA 98270

**Regular Meeting  
June 26, 2023**

**Call to Order**

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

**Invocation**

Pastor Aaron Thompson gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Mayor:** Jon Nehring

**Council:**

**Present:** Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Steve Muller, Council President Kamille Norton

**Absent:** Councilmember Kelly Richards (excused)

**Staff:** Chief Administrative Officer (CAO) Gloria Hirashima, City Attorney Jon Walker, Interim Finance Director Sandy Langdon, Asst. Police Chief Lawless, Parks, Culture, and Recreation Director Tara Mizell, Community Development Director Haylie Miller, Asst. Public Works Director Max Phan, Communications Manager Connie Mennie, Communications Specialist Bridgette Larsen, Human Resources Director Megan Hodgson, Network Systems Administrator Chris Brown, Skip Knutsen (via Zoom), Police Officer Paden Marlin

**Motion** to excuse the absence of Councilmember Richards moved by Council President Norton, seconded by Councilmember Muller. **Motion passed unanimously.**

## Approval of Agenda

**Motion** to approve the agenda moved by Councilmember James, seconded by Councilmember Condyles. **Motion passed unanimously.**

## Presentations

A.) Oath of Office for Police Officer Paden Marlin

Police Officer Paden Marlin was introduced, sworn in, and welcomed.

B.) Mayor's Excellence Award

Mayor Nehring recognized the Utility Billing Team for successfully resolving all 949 COVID payment plans in addition to the work they do every day.

C.) Proclamation Declaring July 2023 Parks and Recreation Month in Marysville

Mayor Nehring read the proclamation declaring July 2023 Parks and Recreation Month in the City of Marysville.

D.) Strategies 360 Legislative Update

Kelsey Hulse, Vice President Government Relations, Strategies 360, gave an update on the 2023 legislative sessions.

## Approval of Minutes

1.) May 22, 2023 City Council Meeting Minutes

**Motion** to approve the May 22, 2023 City Council Meeting Minutes as presented moved by Councilmember Muller, seconded by Councilmember James. **Motion passed unanimously.**

2.) June 5, 2023 City Council Work Session Minutes

**Motion** to approve the June 5, 2023 City Council Work Session Minutes as presented moved by Councilmember Condyles, seconded by Councilmember King. **Motion passed unanimously.**

3.) June 12, 2023 City Council Meeting Minutes

**Motion** to approve the June 12, 2023 City Council Meeting Minutes as presented moved by Councilmember James, seconded by Council President Norton. **Motion passed unanimously.**

## Consent

- 4.) May 31, 2023 Claims in the Amount of \$1,089,561.50 Paid by EFT Transactions and Check Numbers 163203 through 163267
- 5.) June 07, 2023 Claims in the Amount of \$2,420,543.90 Paid by EFT Transactions and Check Numbers 163268 through 163429 with Check Numbers 153737, 154771 and 160789 Voided
- 6.) June 09, 2023 Payroll in the Amount of \$1,828,248.14 Paid by EFT Transactions and Check Numbers 34626 through 34646
- 7.) June 21, 2023 Claims in the Amount of \$1,883,514.37 Paid by EFT Transactions and Check Numbers 163600 through 163743 with Check Numbers 145606 and 163574 Voided

**Motion** to approve Consent Agenda items 4, 5, 6, and 7 moved by Councilmember King, seconded by Council President Norton. **Motion passed unanimously.**

### **Review Bids**

- 8.) Contract Award - 80th St NE Non-Motorized Project

**Motion** to authorize the Mayor to award and execute the contract for the 80th Street NE Non-Motorized Project with Reece Construction Company in the amount of \$899,816.00 and approve a management reserve of \$89,981.60 for a total allocation of \$989,797.60 moved by Councilmember Muller, seconded by Council President Norton. **Motion passed unanimously.**

### **Public Hearings**

- 9.) Six-Year Transportation Improvement Program (TIP) Update

The hearing was opened at 7:25 p.m.

Staff Presentation: Asst. Director Phan reviewed the Six-Year TIP projects and funding sources. The total six-year program is \$479 million. The 2024 estimated program is \$129 million. He highlighted projects in the following categories: Non-Motorized Projects, Traffic Safety/Intersection Improvements, Widening/Lane Addition Projects, New Alignment Projects, Bridges, Pavement Preservation, Joint Agency Projects, and Debt Service.

Councilmember Muller asked about a placeholder they used to have for 88th to 100th on 67th for pedestrian improvements. Asst. Director Phan indicated he would look into that.

Councilmember King said the railroad is planning on adding two more passenger trains between Seattle and Vancouver. This is another good reason to build that overcrossing at Grove.



Public Testimony: The public testimony portion of the public hearing was opened at 7:37 p.m. and public comments were solicited. Seeing none, the public hearing was closed at 7:38 p.m.

**Motion** to approve Resolution 2530 adopting a Six-Year Transportation Improvement Program (2024-2029) for the City of Marysville moved by Councilmember James, seconded by Councilmember King. **Motion passed unanimously.**

10.) A Resolution of the City Council of the City of Marysville, Washington, Declaring Certain Real Property Purchased with Utility Funds to be Surplus and Authorizing Its Demolition

The public hearing was opened at 7:39 p.m.

Staff Presentation: City Attorney Walker reviewed this item.

Public Testimony: The public testimony portion of the public hearing was opened at 7:40 p.m. and public comments were solicited.

Tom Lewis, 1811 25th Avenue NE, Apt K105, Marysville, WA 98271, asked about plans for what the City is going to do with the property after they demolish it. CAO Hirashima explained there are no immediate plans but there are plans to utilize for public recreation purposes.

Seeing no further comments, the public hearing was closed at 7:42 p.m.

**Motion** to approve Resolution No. 2531 moved by Councilmember Stevens, seconded by Councilmember Muller. **Motion passed unanimously.**

### **New Business**

11.) Administrative Service Contract between Premera Blue Cross and City of Marysville

Director Hodgson reviewed this item.

**Motion** to authorize the Mayor to execute the agreement with Premera Blue Cross moved by Councilmember Stevens, seconded by Council President Norton. **Motion passed unanimously.**

12.) 2022 Transportation Benefit District (TBD) Annual Report

Asst. Director Phan reported on the 2022 TBD Funds Annual Report.

2022 Pavement Preservation - \$1,560,000:

- 152nd Street NE (Smokey Point Blvd to city/county line)
- 51st Avenue NE (152nd Street NE to city limits)
- Shoultes Road (100th Street NE to 51st Avenue NE)

2022 Transportation Projects \$865,237:

- Sunnyside Blvd and 52nd Avenue NE Intersection
- Sunnyside Blvd and 53rd Avenue NE Intersection
- 8th Street Improvements from State Avenue to Ash Avenue

Revenues generated from TBD sales tax revenue have continued to trend higher than anticipated. Original estimates were \$1.6 M annually.

Mayor Nehring asked staff to take a look at the transition into the Safeway parking lot from Grove Street. Asst. Director Phan indicated they would look into it.

**Motion** to approve the 2022 Transportation Benefit District Annual Report moved by Council President Norton, seconded by Councilmember Muller. **Motion passed unanimously.**

- 13.) Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 2020 City Safety RRFBs Project

Asst. Director Phan reviewed this item related to the 2020 City Safety RRFBs (Rectangular Rapid Flashing Beacons) project which will install pedestrian-activated flashing beacon systems at two crosswalk locations.

**Motion** to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the 2020 City Safety RRFBs project moved by Council President Norton, seconded by Councilmember James. **Motion passed unanimously.**

- 14.) July 1, 2023 to June 30, 2024 Property and Cyber Insurance Renewal

CAO Hirashima reviewed this item related to cyber insurance renewal.

Councilmember James asked if they have had any incidents reported on this policy. CAO Hirashima replied they have not. Councilmember James asked if there is anything they can do to make their rate better. CAO Hirashima explained they have looked into that.

**Motion** to authorize the Mayor to sign and execute the July 2023 through June 2024 Property and Cyber Insurance Policy renewal at an annual cost of \$410,634.35 moved by Councilmember King, seconded by Councilmember Condyles. **Motion passed unanimously.**

- 15.) Water Quality Combined Financial Assistance Agreement with DOE for the LID Retrofit for Cascade and Shoultes Safe Routes

Asst. Director Phan reviewed this item.

Council President Norton asked about any speed limit impacts as a result of these projects. Asst. Director Phan replied that the speed limit would not change.

**Motion** to authorize the Mayor to sign and execute the State of Washington Department of Ecology Agreement No. WQC-2023-MaryPW-00143 Water Quality Combined Financial Assistance Agreement for the LID Retrofit for the Cascade and Shoultes Safe Routes Project moved by Councilmember James, seconded by Council President Norton. **Motion passed unanimously.**

16.) Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the State Ave Corridor Pavement Preservation National Highway System (NHS) Project

Asst. Director Phan reviewed this item.

**Motion** to authorize the Mayor to sign and execute the Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the State Ave Corridor Pavement Preservation NHS project moved by Councilmember Muller, seconded by Councilmember King. **Motion passed unanimously.**

17.) Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the 116th Street Pavement Preservation National Highway System (NHS)

Asst. Director Phan reviewed this item.

**Motion** to authorize the Mayor to sign and execute the Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the 116th Street Pavement Preservation NHS Project moved by Council President Norton, seconded by Councilmember Condyles. **Motion passed unanimously.**

18.) Police Interceptor SUV - Purchase Authorization

Skip Knutsen reviewed this item regarding procurement of four new and six used police Interceptor SUVs.

**Motion** to authorize the Mayor to sign and execute the purchase agreements for Ford Interceptor SUV's as they are made available as part of the procurement process moved by Councilmember James, seconded by Councilmember Muller. **Motion passed unanimously.**

19.) A Resolution Adopting Policies and Procedures for Right-of-Way Acquisition

Asst. Director Phan reviewed the updates to ROW procedures with WSDOT.

**Motion** to approve Resolution 2532 and authorize the Mayor to sign the attached Right-of-Way Procedures, Administrative Settlement Policy, Waiver of Appraisal Procedure, Relocation Appeal Process and thereby adopting the City’s right-of-way procurement policy consistent with the Washington State Department of Transportation program requirements moved by Councilmember Stevens, seconded by Councilmember King. **Motion passed unanimously.**

20.) A Resolution regarding Gissberg Twin Lakes

Director Mizell reviewed this item regarding the transfer of ownership of Gissberg Twin Lakes Park from Snohomish County to the City of Marysville.

Councilmember King asked if the restrooms are currently closed. Director Mizell replied that they are.

Councilmember Muller asked about tree removals. Director Mizell replied they are out to bid for the last trees to be removed.

**Motion** to approve Resolution No. 2533 moved by Councilmember Muller, seconded by Councilmember Condyles. **Motion passed unanimously.**

21.) A Resolution of the City Council of the City of Marysville, Washington, Declaring Certain Real Property Surplus and Authorizing Its Demolition

City Attorney Walker explained this is another resolution regarding surplus property (four parcels).

**Motion** to approve Resolution No. 2534 moved by Councilmember Stevens, seconded by Council President Norton. **Motion passed unanimously.**

22.) An Ordinance of the City of Marysville Amending Chapter 6.27 of the Municipal Code in Regard to Controlled Substances and Drug Paraphernalia

City Attorney Walker explained this is in response to state legislative action regarding possession of a controlled substance. This is an emergency ordinance to protect public health and safety and would go into effect immediately.

**Motion** to adopt Ordinance No. 3275 moved by Council President Norton, seconded by Councilmember James. **Motion passed unanimously.**

23.) An Ordinance of the City of Marysville for Public Art

Director Mizell reviewed this proposal to set up an art funding mechanism to purchase public art.

Councilmember Muller requested having proposed art projects come to Council for final approval. City Attorney suggested that the Economic Development Committee could recommend projects which could then come back to Council for final approval if desired by the Council.

Council President Norton asked if there would be some professional oversight on this. Director Mizell explained they could structure this however they like. Staff's intention was to avoid having councilmembers have to attend an additional meeting.

City Attorney Walker discussed the proposed revised language and process.

Exhibit A, Number 2 revised language would say: *The Mayor will present proposals to the Council's Economic Development Committee The proposals approved by the Economic Development Committee would be presented to the City Council which will decide whether to approve any proposal.*

**Motion** to adopt Ordinance No. 3276 with changes as read into the record moved by Councilmember Condyles, seconded by Councilmember Stevens. **Motion passed unanimously.**

### **Mayor's Business**

Mayor Nehring:

- Thanks to MaryFest, City Council, and everyone involved in Strawberry Festival.
- The AWC conference last week in Spokane had really good classes and tours.
- On Wednesday night, there will be a joint coffee klatch with the superintendent at Lakewood High School.
- There will be two ribbon cuttings this week.

### **Staff Business**

City Attorney Walker stated the need for an Executive Session to discuss one item regarding the performance of public employee for ten minutes with potential action.

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

Councilmember Condyles:

- He thanked MaryFest for their hard work on Strawberry Festival. It was a great week. He was glad the rain held off.
- He attended the AWC Conference in Spokane last week. The highlight for him was touring the Podium athletic facility along the riverwalk.

Councilmember James:

- Thanks to the Utility Billing Team for getting the payment plan balances down to zero.
- He attended the ribbon cutting at Ridgeway's clubhouse on Thursday, the 15th.
- Market in the Park seemed to be really well attended.
- The parade was really nice. He liked the 5:00 start.
- The AWC Conference in Spokane was great. He also enjoyed the mobile tours, especially the one of the Podium athletic facility.

Councilmember King:

- He and Councilmember Richards attended the Comprehensive Plan Open House last week.
- On behalf of the Strawberry Festival, he thanked the City for their support. He also thanked the school district and the Tribes for their support.

Councilmember Stevens:

- He agreed the 5:00 start time is great for families. He also enjoyed the parade route.
- He reported on the Economic Development Committee meeting earlier tonight. They discussed the draft Housing Needs Assessment. A final report is expected in November. They also discussed updates to development fees cost of service.

Councilmember Muller:

- He had a great time at the Strawberry Festival. It was an honor to represent the City. He recognized the hard work by MaryFest.
- He will not be at the July 3 meeting.

Council President Norton:

- She reported on the Finance Committee meeting from last week. She reviewed sales tax numbers. They also celebrated the closing out of the utility payment plans.
- She reported on the Public Safety Committee meeting. Citywide, compared to the pre-pandemic four-year average, crime is down 10.92%. Compared to 2021 YTD, suicide calls were up 512% which highlights the need for mental health services. There was a good discussion about code enforcement and how that happens. Graffiti numbers are down.
- She agreed that this was one of the better AWC conferences that she has attended. She particularly enjoyed the tour of the sports complex.

**Adjournment/Recess**

Council went into recess at 8:45 p.m.

**Executive Session**

Council went into Executive Session at 8:52 for 10 minutes with potential action to discuss one item related to performance of a public employee. Executive Session was extended for five minutes at 9:02 and again at 9:07. Executive Session ended at 9:12 p.m.

### **Reconvene**

The meeting reconvened at 9:12 and immediately adjourned with no action.

### **Adjournment**

**Motion** to adjourn at 9:12 p.m. moved by Council President Norton, seconded by Councilmember Muller. **Motion passed unanimously.**

The meeting was immediately adjourned at 9:12 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Mayor  
Jon Nehring



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** June 23, 2023 Payroll in the Amount of \$1,978,080.40 Paid by EFT Transactions and Check Numbers 34647 through 34671

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** June 28, 2023 Claims in the Amount of \$732,804.68 Paid by EFT Transactions and Check Numbers 163744 through 163877 with Check Numbers 153936 and 162692 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[062823.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/28/2023 TO 6/28/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163744	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	15.00
163745	REVENUE, DEPT OF	EXCISE TAX MAY 2023	GOLF COURSE	13.83
	REVENUE, DEPT OF		ER&R	20.59
	REVENUE, DEPT OF		POLICE ADMINISTRATION	29.76
	REVENUE, DEPT OF		WATER/SEWER OPERATION	134.80
	REVENUE, DEPT OF		GARBAGE	559.02
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,133.65
	REVENUE, DEPT OF		GENERAL FUND	1,582.01
	REVENUE, DEPT OF		STORM DRAINAGE	7,358.94
	REVENUE, DEPT OF		GOLF COURSE	22,611.48
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	43,101.35
	REVENUE, DEPT OF		UTIL ADMIN	77,253.97
163746	911 SUPPLY INC.	CREDIT - INVOICE PAID TWICE	DETENTION & CORRECTION	-131.27
	911 SUPPLY INC.	UNIFORM - XIONG	POLICE PATROL	16.41
	911 SUPPLY INC.	UNIFORM - WARBIS	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - REDIGER	POLICE PATROL	83.18
	911 SUPPLY INC.	BLUE GUNS	POLICE TRAINING-FIREARMS	363.21
	911 SUPPLY INC.	UNIFORM - 30071	POLICE PATROL	443.10
	911 SUPPLY INC.	UNIFORM - CADETS	POLICE PATROL	472.60
	911 SUPPLY INC.	UNIFORM - WARBIS	POLICE PATROL	504.89
	911 SUPPLY INC.		POLICE PATROL	524.06
	911 SUPPLY INC.	PATCHES	POLICE PATROL	544.27
	911 SUPPLY INC.	UNIFORM - XIONG	POLICE PATROL	551.44
	911 SUPPLY INC.	UNIFORM - BEAUPRE	POLICE PATROL	651.68
163747	AA PLUMBING LLC	REPAIRS - PLUMBING	DETENTION & CORRECTION	2,450.01
163748	AED MARKET	AED UNITS FOR MCC AND GOLF	GENERAL FUND	-728.50
	AED MARKET		PERSONNEL ADMINISTRATION	8,478.50
163749	ALEXANDER PRINTING	ROUTE PAGES - PAPER	SOLID WASTE OPERATIONS	45.31
	ALEXANDER PRINTING	BUSINESS CARDS	EXECUTIVE ADMIN	120.91
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	148.11
	ALEXANDER PRINTING		POLICE PATROL	425.65
	ALEXANDER PRINTING	WINDOW/REGULAR ENVELOPES	FINANCE-GENL	898.06
163750	ALL BATTERY SALES &	VACUUM CONTAINER PARTS	EQUIPMENT RENTAL	235.10
163751	ALLEN, PHYLLIS M		WATER/SEWER OPERATION	140.14
163752	ALLIANT INSURANCE	PUBLIC OFFICIALS BOND - BROCK	RISK MANAGEMENT	75.00
163753	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	188.63
163754	ARLINGTON HARDWARE	SUPPLIES	WATER DIST MAINS	732.74
163755	ASM AFFILIATES, INC.	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	2,837.50
163756	ASSOC OF SHERIFFS	WASPC CONFERENCE REGISTRATION	POLICE TRAINING-FIREARMS	2,550.00
163757	ASTOUND BUSINESS	I-NET LEASE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,085.73
163758	BANK OF AMERICA NA		WATER/SEWER OPERATION	696.35
163759	BARK KING	HARBORVIEW PLAYGROUND SURFACING	GMA-PARKS	9,984.12
163760	BICKFORD FORD	WINDSHIELD MOLDING CLIP KIT - P193	EQUIPMENT RENTAL	36.10
	BICKFORD FORD	TAIL LIGHT ASSEMBLY - V053	EQUIPMENT RENTAL	188.06
	BICKFORD FORD	CAMSHAFT - J022	EQUIPMENT RENTAL	1,665.09
163761	BILLING DOCUMENT	BILL PRINTING SERVICE	UTILITY BILLING	2,182.14
163762	BRAKE AND CLUTCH	LONG STROKE BRAKE AIR ASSEMBLY	EQUIPMENT RENTAL	101.02
163763	BROCK, TINA	HOTEL PARKING	POLICE TRAINING-FIREARMS	195.00
163764	BROOKS, AARON		GARBAGE	193.94
163765	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	498.00
	BROOKS, DIANE E		RECREATION SERVICES	522.00
163766	BUELL, LESLIE	REFUND - BALLET	PARKS-RECREATION	24.00
163767	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	GMA-PARKS	56.18

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 6/28/2023 TO 6/28/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163768	CAMERON, KELSEY		GARBAGE	382.64
163769	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
163770	CNR INC	MITEL BORDER GATEWAY LICENSES	COMPUTER SERVICES	328.20
163771	COASTAL FARM & HOME	UNIFORM - BUELL	UTIL ADMIN	118.12
163772	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	466.46
163773	COMMONSTREET	ROW SERVICES	GMA - STREET	18,222.52
163774	COOP SUPPLY	SUPPLIES	POLICE PATROL	26.22
163775	COPIERS NORTHWEST	PRINTER/COPIER SERVICE	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		FINANCE-GENL	25.40
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		WASTE WATER TREATMENT	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	52.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	60.31
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		WASTE WATER TREATMENT	108.61
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		ENGR-GENL	162.35
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		DETENTION & CORRECTION	200.98
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		POLICE INVESTIGATION	279.75
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	348.61
163776	COX, KATHRYN M		WATER/SEWER OPERATION	47.30
163777	CUMMINS NORTHWEST	ANNUAL LOAD BANK TEST	SEWER LIFT STATION	1,471.63
	CUMMINS NORTHWEST	PLANNED MAINTENANCE SERVICE	STORM DRAINAGE	1,703.71
163778	CUZ CONCRETE PROD	CONCRETE CATCH BASIN	STORM DRAINAGE	423.54
	CUZ CONCRETE PROD		STORM DRAINAGE	428.43
163779	DE GUZMAN DELOS SANT	REFUND - BALLET	PARKS-RECREATION	12.00
163780	DICKS TOWING	TOWING 23-28501	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-30506	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-30909	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-31413	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-31605	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-32016	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-32164	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-32684	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-32923	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-33140	POLICE PATROL	77.54

**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>
163780	DICKS TOWING	TOWING 23-33707	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-33821	POLICE PATROL	77.54
	DICKS TOWING	TOWING BJG7328	POLICE PATROL	77.54
	DICKS TOWING	TOWING - J066	EQUIPMENT RENTAL	129.23
163781	DOBBS PETERBILT	REPAIR TURBO CHARGER, ENGINE	EQUIPMENT RENTAL	13,236.71
	DOBBS PETERBILT	DIAGNOSED/REPAIR - J035	EQUIPMENT RENTAL	13,776.93
163782	DTG RECYCLE	SWAP BOX, INBOUND METAL	CAPITAL EXPENDITURES	785.62
	DTG RECYCLE	PICK-UP BOX, DEMOLITION DEBRIS	CAPITAL EXPENDITURES	1,640.07
163783	E&E LUMBER	SUPPLIES	POLICE PATROL	15.74
	E&E LUMBER	RED LOADS	TRANSPORTATION	18.89
	E&E LUMBER	FASTENERS, TAPE, CABLE TIE	SOURCE OF SUPPLY	22.01
	E&E LUMBER	PAINT SUPPLIES	WATER DIST MAINS	46.71
	E&E LUMBER	CEMENT, PRIMER	STORM DRAINAGE	111.02
163784	ELECTRONIC BUSINESS	GIS PLOTTER SERVICE	GIS SERVICES IS	38.29
163785	EVERETT OFFICE	DELIVERY/ASSEMBLY FURNITURE	CAPITAL EXPENDITURES	2,559.96
163786	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-12.03
	EVIDENT, INC.		POLICE PATROL	140.03
163787	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	52,000.00
163788	FIRSTTWO, INC.	AGENCY LICENSE	POLICE PATROL	5,251.20
163789	FOGERTY, DARCEL	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
	FOGERTY, DARCEL		PARKS-RECREATION	50.00
163790	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	400.00
163791	GERDE, JENNIFER	REFUND - BALLET	PARKS-RECREATION	12.00
163792	GESSNER, KEVIN	REIMBURSEMENT - LUNCH	WATER DIST MAINS	15.00
163793	GORDON TRUCK CENTER	PARKING BRAKE ASSEMBLY H002	EQUIPMENT RENTAL	159.78
163794	GOVCONNECTION INC	BATTERY	SEWER LIFT STATION	430.62
163795	GOVERNMENT FINANCE	MUNICAST ANNUAL SUPPORT	FINANCE-GENL	1,995.00
163796	GRAINGER	GAUGE PRESSURE, SCREW DRIVER	WATER FILTRATION PLANT	99.61
	GRAINGER	SHOP VACUUM	SOLID WASTE OPERATIONS	158.07
	GRAINGER	PRESSURE SWITCH/VACUUM BAGS	WATER FILTRATION PLANT	425.46
163797	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	4,076.76
	GRAY AND OSBORNE		SURFACE WATER CAPITAL	5,159.59
163798	GREENE, PATRICK^		GARBAGE	253.36
163799	GREENHAUS PORTABLE	PORTABLE RESTROOM RENTAL	RECREATION SERVICES	435.00
163800	GREENSHIELDS INDS	PARTS FOR HYDRAULIC ASSEMBLY	EQUIPMENT RENTAL	788.83
163801	HATA, JAN	REFUND - JUNK IN TRUNK	PARKS-RECREATION	20.00
163802	HD FOWLER COMPANY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	222.89
	HD FOWLER COMPANY	MISC. SUPPLIES	STORM DRAINAGE	510.85
163803	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	1,038.35
	HDR ENGINEERING		GMA - STREET	4,722.45
163804	HINZ, BETH	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
163805	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	77.85
	HOME DEPOT USA		CUSTODIAL SERVICES	124.81
163806	HOMESTREET BANK	SHRED-A-THON	EXECUTIVE ADMIN	1,200.00
163807	HUTSON, MARISA	REFUND - SEWING	PARKS-RECREATION	50.00
163808	ICONIX WATERWORKS	CREDIT ON INV# U2316021434	STORM DRAINAGE	-426.64
	ICONIX WATERWORKS	PARTS	STORM DRAINAGE	462.82
	ICONIX WATERWORKS		STORM DRAINAGE	791.23
163809	J & B TOOLS, LLC	VACUUM BRAKE	EQUIPMENT RENTAL	415.71
163810	JELLISON, MICHAEL		WATER/SEWER OPERATION	24.00
163811	KENDALL CHEVROLET	COOLANT RESERVOIR DIPSTICK CAP	EQUIPMENT RENTAL	27.80
	KENDALL CHEVROLET	ENGINE COOLING FAN - P161	EQUIPMENT RENTAL	568.69
163812	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	100.00
	KIM, JAMIE S.		PUBLIC DEFENSE	100.00
	KIM, JAMIE S.		PUBLIC DEFENSE	100.00

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	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
163813	LANGUAGE EXCHANGE	TRANSLATION FOR NETWORKING EVENT	EXECUTIVE ADMIN	125.00
163814	LAPLANTE, CARL		WATER/SEWER OPERATION	158.59
163815	LES SCHWAB TIRE CTR	DRIVE AXLE TIRE - J034	EQUIPMENT RENTAL	2,591.49
163816	LEWIS, FRANCIS B & K		WATER/SEWER OPERATION	230.81
163817	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	196.28
163818	LOCKWOOD, MICHAEL	REFUND - RENTAL FEE	PARKS-RECREATION	75.00
163819	LOWES HIW INC	SHOWER SUPPLIES	FACILITY REPLACEMENT	189.89
163820	LYNN PEAVEY COMPANY	SUPPLIES	POLICE PATROL	75.49
163821	MARYFEST	REFUND - PERMIT	GENERAL FUND	500.00
163822	MARYSVILLE FIRE	INMATE MEDICAL TRANSPORTATION	DETENTION & CORRECTION	617.25
163823	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	63.82
	MARYSVILLE, CITY OF	4822 61 ST NE UNIT A&B	AFFORDABLE HOUSING	116.23
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	122.03
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	138.50
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	179.39
	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	205.55
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	205.55
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	302.06
	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	303.43
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	306.17
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,383.35
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,848.71
	MARYSVILLE, CITY OF	6810 84 ST NE	GOLF ADMINISTRATION	4,055.73
163824	MCGINNIS, ROB		WATER/SEWER OPERATION	333.05
163825	MULVANEY, KEVIN		WATER/SEWER OPERATION	372.14
163826	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,136.88
163827	NELSON PETROLEUM	ENGINE OIL, FLUID TRACTOR	ER&R	3,775.28
163828	ODP BUSINESS SOLUTION	POST IT CHART	PERSONNEL ADMINISTRATION	61.76
	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	151.36
	ODP BUSINESS SOLUTION		POLICE INVESTIGATION	174.56
	ODP BUSINESS SOLUTION		POLICE PATROL	177.18
	ODP BUSINESS SOLUTION		POLICE PATROL	257.14
	ODP BUSINESS SOLUTION		POLICE PATROL	417.70
163829	PACWEST MACHINERY	BELT BLOWER, FREIGHT	EQUIPMENT RENTAL	703.42
	PACWEST MACHINERY	CURTAIN BOX, DUO SKID	EQUIPMENT RENTAL	4,924.36
163830	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	11,395.83
	PARAMETRIX		SURFACE WATER CAPITAL	12,135.42
	PARAMETRIX		SURFACE WATER CAPITAL	27,940.16
163831	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	52.26
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	68.22
	PETROCARD SYSTEMS		PURCHASING/CENTRAL	72.87
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	81.51
	PETROCARD SYSTEMS		COMMUNITY	211.70
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	262.53
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	263.78
	PETROCARD SYSTEMS		ENGR-GENL	280.57
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,070.93
	PETROCARD SYSTEMS		GENERAL	2,365.66
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,566.04
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,736.78
	PETROCARD SYSTEMS		POLICE PATROL	10,160.90
163832	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	15,448.75
163833	PLATT ELECTRIC	ROD DRIVER	TRANSPORTATION	72.48

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163833	PLATT ELECTRIC	CODE BOOK, ELECTRICAL TESTER	TRANSPORTATION	380.15
163834	PROFORCE LAW ENFORCE	RIFLES	POLICE PATROL	7,551.39
163835	PROTOCOL PLUMBING	REPAIRS IN JAIL PLUMBING	DETENTION & CORRECTION	1,279.98
163836	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT EVALS	POLICE ADMINISTRATION	450.00
163837	PUBLIC SAFETY TESTING	SERGEANT ASSESSMENT CENTER	POLICE PATROL	10,020.94
163838	PUD	ACCT #205136245	SEWER LIFT STATION	18.02
	PUD	ACCT #202031134	PUMPING PLANT	22.26
	PUD	ACCT #202461034	UTIL ADMIN	25.50
	PUD	ACCT #222871949	PARK & RECREATION FAC	25.99
	PUD	ACCT #202012589	PARK & RECREATION FAC	26.77
	PUD	ACCT #202368551	PARK & RECREATION FAC	29.27
	PUD	ACCT #201672136	SEWER LIFT STATION	29.33
	PUD	ACCT #220761803	OPERA HOUSE	33.11
	PUD	ACCT #202476438	SEWER LIFT STATION	34.69
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	40.20
	PUD	ACCT #202178158	SEWER LIFT STATION	42.62
	PUD	ACCT #201668043	PARK & RECREATION FAC	46.73
	PUD	ACCT #203005160	STREET LIGHTING	50.96
	PUD	ACCT #220792733	STREET LIGHTING	51.01
	PUD	ACCT #202557450	STREET LIGHTING	52.40
	PUD	ACCT #202368544	TRANSPORTATION	54.54
	PUD	ACCT #203430897	STREET LIGHTING	57.06
	PUD	ACCT #200571842	TRANSPORTATION	58.29
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	60.23
	PUD	ACCT #202694337	TRANSPORTATION	60.71
	PUD	ACCT #200827277	TRANSPORTATION	67.88
	PUD	ACCT #202143111	TRANSPORTATION	73.57
	PUD	ACCT #203231006	TRANSPORTATION	77.48
	PUD	ACCT #201021698	PARK & RECREATION FAC	83.25
	PUD	ACCT #200084036	TRANSPORTATION	85.88
	PUD	ACCT #202000329	PARK & RECREATION FAC	97.71
	PUD	ACCT #202463543	SEWER LIFT STATION	110.96
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	121.22
	PUD	ACCT #200625382	SEWER LIFT STATION	136.94
	PUD	ACCT #201021607	PARK & RECREATION FAC	148.62
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	155.06
	PUD	ACCT #203223458	PARK & RECREATION FAC	168.72
	PUD	ACCT #201065281	PARK & RECREATION FAC	169.97
	PUD	ACCT #200070449	TRANSPORTATION	199.64
	PUD	ACCT #201247699	STREET LIGHTING	205.08
	PUD	ACCT #200223857	PARK & RECREATION FAC	211.49
	PUD	ACCT #220761175	OPERA HOUSE	218.27
	PUD	ACCT #202499489	COMMUNITY EVENTS	222.40
	PUD	ACCT #202689287	WASTE WATER TREATMENT	697.41
	PUD	ACCT #200586485	SEWER LIFT STATION	888.80
163839	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	5,688.92
163840	SAYRE, BETHANY	REFUND - DANCE CAMP	PARKS-RECREATION	160.00
163841	SCIARRINO, KYLEE		WATER/SEWER OPERATION	11.50
163842	SCORE	INMATE HOUSING	DETENTION & CORRECTION	8,732.66
163843	SECURE A SITE, INC.	MONTHLY RENTAL FENCING	CAPITAL EXPENDITURES	938.65
163844	SEVERSON, KELLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.69
163845	SNO CO TREASURER	INMATE MEDICAL AT SCJ - MAY 2023	DETENTION & CORRECTION	15,401.38
	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	92,221.04
163846	SOEUNG, KEA M		WATER/SEWER OPERATION	300.20
163847	SONITROL	RETAINAGE/PE 2203 - FINAL	GENERAL FUND	-1,322.22

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	SONITROL		FACILITY REPLACEMENT	14,464.87
163848	SOUND SAFETY	UNIFORM - GUENZLER	UTIL ADMIN	74.31
163849	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	153.16
	SPRAGUE PEST SOLUTION	PEST INSTALLATION - PW	MAINT OF GENL PLANT	371.96
	SPRAGUE PEST SOLUTION	PEST SERVICE - OPERA HOUSE	OPERA HOUSE	414.75
	SPRAGUE PEST SOLUTION	PEST SERVICE - MCC	CIVIC CENTER	669.53
163850	SPRINGBROOK NURSERY	DUMP DEBRIS	PARK & RECREATION FAC	72.00
163851	STAPLES	SHIPPING LABELS	PURCHASING/CENTRAL	24.49
	STAPLES	THERMAL PRINTER	PURCHASING/CENTRAL	324.56
163852	STERLING, KRISTI	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
163853	STONEWAY ELECTRIC	MOGUL TO MOGUL EXTENDER	STREET LIGHTING	166.22
163854	SULLIVAN, DANIEL		WATER/SEWER OPERATION	208.09
163855	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	187.50
163856	SUPERIOR RESTROOMS	SERVICE - #7164	ROADSIDE VEGETATION	71.11
163857	TAYLOR, DAVID	GAS	POLICE PATROL	92.82
163858	TER-MARGARYAN, ANGEL	REFUND - BALLETT	PARKS-RECREATION	12.00
163859	TOCCO, LEAH	PRIMA CONFERENCE/GOV AFFAIRS	EXECUTIVE ADMIN	17.97
	TOCCO, LEAH		EXECUTIVE ADMIN	198.29
163860	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	243.25
	TRANSPO GROUP		GMA - STREET	44,544.94
	TRANSPO GROUP		GMA - STREET	59,190.67
163861	TRUE NORTH EQUIPMENT	TAILGATE LIFT CYLINDER SENSOR	ER&R	517.81
163862	UDELL, LINDA		GARBAGE	218.18
163863	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	583.80
	ULINE	MESSAGE CENTER FOR STRAWBERRY	GMA-PARKS	1,057.50
163864	VARGO, STEVE		WATER/SEWER OPERATION	5.81
163865	VENNELA, GANESH	REFUND - SOCCER	PARKS-RECREATION	87.00
163866	VERRET, MICHAEL & JU		WATER/SEWER OPERATION	273.50
163867	WA AUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	STORM DRAINAGE	44.00
163868	WAMPLER, JULI	REFUND - LACROSSE	PARKS-RECREATION	96.00
163869	WATCH SYSTEMS	RSO MAILINGS	POLICE INVESTIGATION	146.11
163870	WAYNE'S AUTO DETAIL	INTERIOR/EXTERIOR CAR DETAIL - P145	EQUIPMENT RENTAL	382.90
163871	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.06
163872	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	97.17
163873	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	122.48
163874	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	61.06
163875	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	36.95
	ZIPLY FIBER		COMMUNITY	36.95
163876	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	75.12
163877	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	81.59

**WARRANT TOTAL: 738,470.15**

KELLY SEVERSON	CHECK LOST/DAMAGED	VOID	153936	\$37.69
PACWEST MACHINERY	CHECK LOST/DAMAGED	VOID	162692	\$5,627.78

**REASON FOR VOIDS:**

**INITIATOR ERROR**

**CHECK LOST/DAMAGED**

**UNCLAIMED PROPERTY**

**WARRANT TOTAL: \$732,804.68**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Assistant Police Chief Jim Lawless, Police

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **Consent**

**SUBJECT:** Inter-local Agreement Between the City of Marysville and the Marysville School District for School Resource Officer Services

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign the inter-local agreement with the Marysville School District.

**SUMMARY:** The City of Marysville and the Marysville School District have a long-standing relationship wherein the Police Department provides School Resource Officers (SRO). The attached agreement allows for those services to continue through the 2023-2024 school year, with two (2) officers being assigned those duties. During the term of this agreement, the District will reimburse the City for 75% of the salary and benefits of two (2) officers for the school year in the amount of \$214,533.40.

The agreement has been reviewed and approved as to form by the City Attorney. The agreement was approved by the Marysville School District and signed by the Superintendent on June 21, 2023. A copy of the agreement is attached.

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**ATTACHMENTS:**  
[MPD and MSD Interlocal for 2023\\_2024.pdf](#)



**Marysville School District No. 25**

**And**

**City of Marysville  
School Resource Officer Agreement  
2023-2024 School Year**

**This agreement** made by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District) is effective as of the date of the last signature below

**WITNESSETH**

**WHEREAS**, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

**WHEREAS**, two officers are currently assigned as School Resource Officers (SRO); and

**WHEREAS**, the parties agree that the SRO's have provided valuable services to the School District and its students; and

**WHEREAS**, the parties agree that the SRO program increases public safety; and

**WHEREAS**, the parties agree that the SRO program is a high priority; and

**WHEREAS**, the Marysville School District agrees to provide funding for School Resource Officers as set forth in this agreement, unless terminated according to this agreement.

**Now Therefore it is Mutually Agreed As Follows:**

**1. Purpose**

The Marysville Police Department and the Marysville School District will assign two (2) regularly employed Marysville Police Officers to serve as School Resource officers within the District's schools. The officers will provide assistance with safety and security issues on the school campuses and at other school events. The officers shall respond to reports of criminal activity which have occurred on the assigned campus and shall assist to identify, investigation, deter, and

respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the officers will serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The parties agree that the School Resource Officers (SROs) will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the School District administrators unless the violation or misbehavior involves criminal conduct.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime."

It is agreed that the City shall select the officers to be assigned to the schools in consultation with the school administration. The officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the officers while school is in session will be mutually agreed upon by the school administration, and the officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the officers will work on assignments as determined by the police supervisor.

## **2. Payment**

The Marysville School District shall make a payment to the City due within 30 days of the commencement of services for the upcoming school year and receipt of the City's invoice. The payment represents the financial responsibility of the Marysville School District outlined in this Agreement. The School District will pay the City an amount equal to the salary and benefits for the SROs for the school year as set forth in Exhibit A. The parties intend that two officers will be assigned as SRO's and that the School District will pay for one and a half (1.5) officers for the 2023-2024 school year. The City will notify the School District of the cost of the salary/benefits for the ensuing school year. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc. The annual amount of the School District's obligation for 2023-2024 school year shall be in accordance with the payment schedule attached as Exhibit A. The City and the School District shall engage in discussions regarding continuing the program for subsequent school years.

### **3. Agreement for Sole Benefit of Parties**

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

### **4. No Joint Venture or Separate Entity**

No joint venture or partnership is formed as a result of this agreement.

### **5. Reporting Obligations**

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

### **6. Policies and Procedures of the District**

Each SRO assigned to a school will become familiar with the District's policies and procedures and will strive to comply with and promote the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

## **7. Student Education Records (FERPA)**

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be “education records” within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the “education record” definition by federal regulation. When such notes, records, and other documents fall within the definition of an “education record,” such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be shared with the school or a student’s parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student’s personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student’s parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

## **8. Independent Contractor**

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

## **9. Administration**

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent’s designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

## **10. Liability and Indemnification**

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents.

The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

## **11. Nondiscrimination**

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

## **12. Dispute Resolution**

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

**13. Termination**

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

**14. Venue**

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

**15. Duration**

This Agreement shall run from the effective date until the School District makes payment in full for both school years covered by this agreement.

**16. Entire Agreement**

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

**In Witness Whereof**, the parties hereto have executed this agreement on the day and year first above written.

**City of Marysville**

**Marysville School District**

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

  
\_\_\_\_\_  
Superintendent Zac Robbins

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

Date: 6/21/23

Attest:

\_\_\_\_\_  
Genevieve Geddis, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney Jon Walker

# Exhibit A

**Marysville School District No. 25**

and

**City of Marysville**

**School Resource Officers Agreement**

## **Payment Schedule Addendum**

2023-2024 School Year

One and one half (1.5) SROs (.75 x 2)

Cost for 2023-2024 School Year (salary and benefits)      \$214,533.40





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** CD Director Haylie Miller, Community Development

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **Consent**

**SUBJECT:** Utility Easement Acceptance - 21 Degrees (G21-0071)

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the easement document, to allow for recording with Snohomish County.

**SUMMARY:**

Pulte Homes is constructing a townhome development immediately northwest of the roundabout at Soper Hill Road & 87th Ave NE. The project is currently being referred to as “21 Degrees,” but had been previously permitted under the name “Soper Hill Townhomes” (File # G21-0071).

The project is constructing water, sewer and storm drainage utilities that will ultimately belong to the city for operations and maintenance. The attached documents provide the City with easement rights to access & maintain the various utility systems.

Easement Document (partially executed)  
 Legal description & depiction of stormwater drainage easement (Exhibits A&B)  
 Legal description & depiction of waterline easement (Exhibits C&D)  
 Legal description & depiction of sanitary sewer line easement (Exhibits E&F)

---

**ATTACHMENTS:**  
[Utility\\_Easement\\_\\_21\\_Degrees\\_.pdf](#)

When Recorded Return To:

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

<b>Document Title</b>	City of Marysville Utilities Easements
<b>Reference Number of Related Document</b>	N/A
<b>Grantor</b>	Pulte Homes of Washington, Inc., a Michigan corporation
<b>Grantee</b>	City of Marysville, a Washington municipal corporation
<b>Abbreviated Legal Description</b>	Tract 317 of Sunnyside Five Acre Tracts
<b>Tax Parcel Numbers</b>	00590700031700

## City of Marysville Utilities Easements

THESE INDENTURES made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Pulte Homes of Washington, Inc., a Michigan corporation, hereinafter referred to as “Grantor;” and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as “Grantee.”

WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

Tract 317, Sunny Side Five Acre Tracts, according to the plat thereof recorded in Volume 7 of Plats, Page 19, Snohomish County, Washington.

Assessor’s Tax Parcel ID#: 00590700031700.

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under, through, in and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate, and maintain storm drainage lines, waterlines, sanitary sewer lines, and their respective appurtenances across, over, under, through, in, and upon the following described and depicted lands and premises situated in Snohomish County, Washington:

See EXHIBITS A and B (storm drainage lines), attached hereto;

See EXHIBITS C and D (waterlines), attached hereto; and

See EXHIBITS E and F (sanitary sewer lines), attached hereto.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling, and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said

easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; and that same is free and clear of encumbrances, except as above indicated. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

*[Signatures, Acknowledgements, and Exhibits follow.]*

**Grantor:**

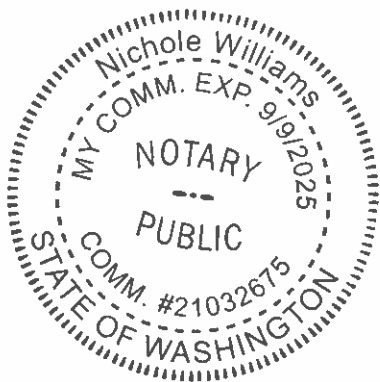
Pulte Homes of Washington, Inc.,  
a Michigan corporation

James Sprott  
By: JAMES SPROTT  
As: VP OF LAND

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that JAMES Sprott  
is/are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged him/her as the (title) VP OF LAND of Pulte Homes of Washington, Inc., a Michigan corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 24<sup>th</sup> day of May, 2023.



Nichole Williams  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bothell  
My commission expires 9/9/2025

**Grantee:**

City of Marysville

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

**Attested and authenticated:**

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

City Clerk

Exhibit A

**Legal Description of Stormwater Drainage Easement Area**

THAT PORTION OF TRACT 317 OF SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, AT PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID TRACT 317, BEING A POINT THAT LIES 30.00 FEET NORTH AND 30.00 FEET WEST OF THE INTERSECTION OF SOPER HILL ROAD AND 87TH AVENUE NORTHEAST;

THENCE NORTH 00°37'32" EAST, ALONG THE WESTERLY MARGIN OF 87TH AVENUE NORTHEAST, FOR 63.97 FEET;

THENCE NORTH 89°22'42" WEST, 5.00 FEET TO A POINT ON THE PROPOSED WESTERLY MARGIN OF SAID 87TH AVENUE, BEING PARALLEL WITH AND 35.00 FEET WEST OF THE CENTERLINE OF SAID 87TH AVENUE AS MEASURED PERPENDICULARLY, AND BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°22'42" WEST, 5.00 FEET;

THENCE NORTH 00°37'32" EAST, PARALLEL WITH SAID 87TH AVENUE, FOR 224.46 FEET;

THENCE SOUTH 76°12'34" WEST, 16.19 FEET;

THENCE NORTH 13°47'26" WEST, 10.00 FEET;

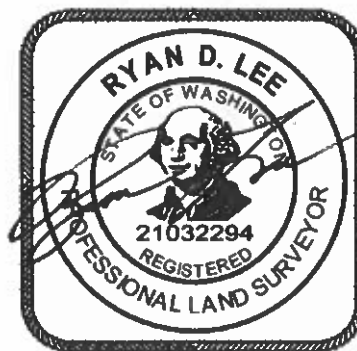
THENCE NORTH 76°12'34" EAST, 18.76 FEET;

THENCE NORTH 00°37'32" EAST, 2.29 FEET TO THE NORTH LINE OF SAID TRACT 317;

THENCE SOUTH 87°48'52" EAST, ALONG THE NORTH LINE OF SAID TRACT 317, FOR 5.00 FEET TO THE PROPOSED WESTERLY MARGIN OF SAID 87TH AVENUE, BEING 35.00 FEET WEST OF THE CENTERLINE OF SAID 87TH AVENUE AS MEASURED PERPENDICULARLY;

THENCE SOUTH 00°37'32" WEST, ALONG THE PROPOSED WESTERLY MARGIN OF SAID 87TH AVENUE, BEING PARALLEL WITH AND 35.00 FEET WEST OF THE CENTERLINE OF SAID 87TH AVENUE, FOR 236.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,360 SQUARE FEET, MORE OR LESS.



8/18/2022

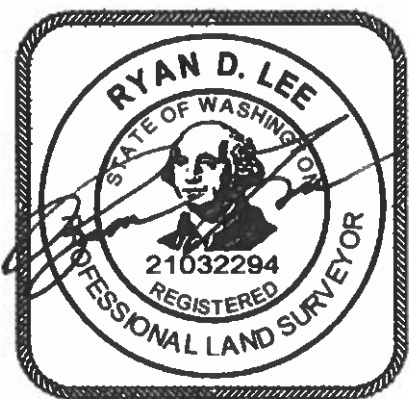
**Exhibit B**

**Depiction of Stormwater Drainage Easement Area**

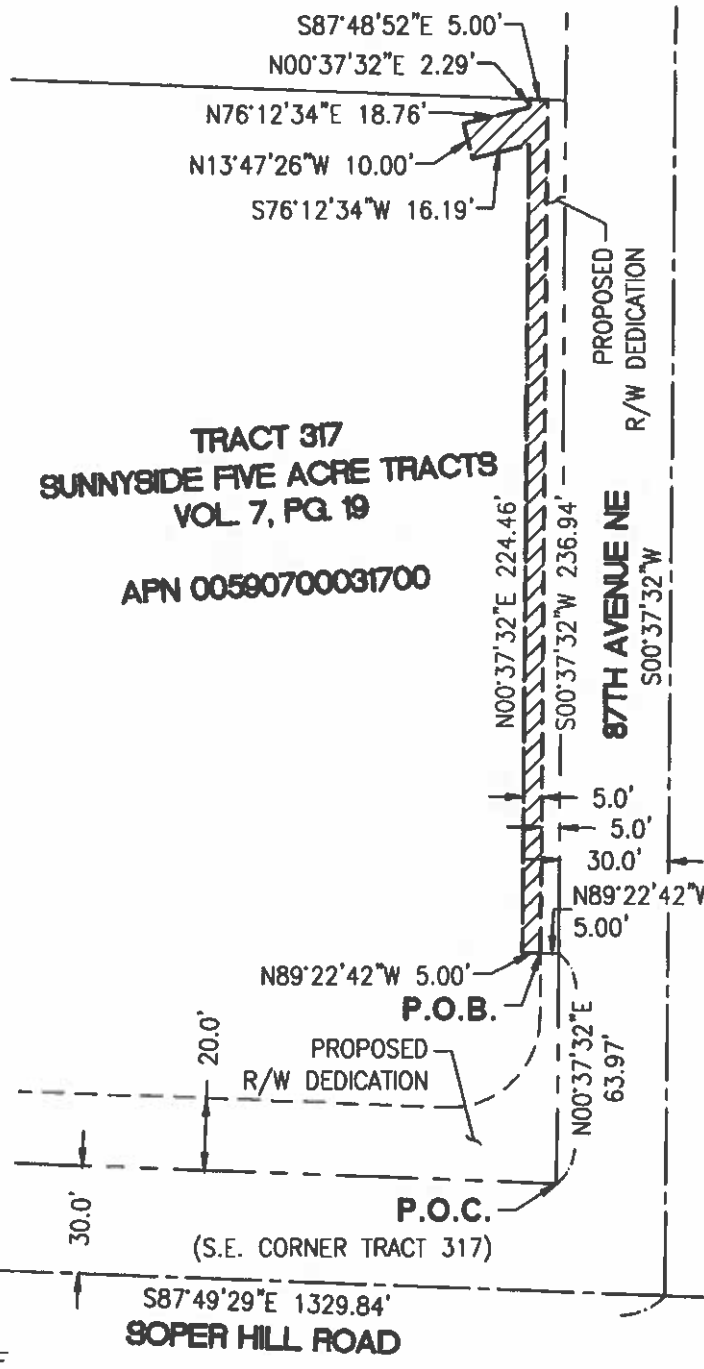


**SCALE 1"=100'**

**EASEMENT AREA = 1,360 S.F.**



8/18/2022





### Exhibit C

#### Legal Description of Waterline Easement Area

A 15.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF TRACT 317 OF SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, AT PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID 15.00 FOOT WIDE STRIP LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID TRACT 317, BEING A POINT THAT LIES 30.00 FEET NORTH AND 30.00 FEET WEST OF THE INTERSECTION OF SOPER HILL ROAD AND 87TH AVENUE NORTHEAST;

THENCE NORTH 87°49'29" WEST, ALONG THE NORTHERLY MARGIN OF SAID SOPER HILL ROAD, FOR 414.84 FEET;

THENCE NORTH 02°10'31" EAST, 20.00 FEET TO A POINT ON THE PROPOSED NORTHERLY MARGIN OF SOPER HILL ROAD, BEING 50.00' NORTH OF THE CENTERLINE OF SAID SOPER HILL ROAD AS MEASURED PERPENDICULARLY, AND BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 02°10'31" EAST, 65.13 FEET;

THENCE SOUTH 87°26'22" EAST, 20.67 FEET;

THENCE NORTH 87°26'22" WEST, 20.67 FEET;

THENCE NORTH 02°10'31" EAST, 36.79 FEET TO A POINT HEREINAFTER REFERRED TO AS 'POINT A';

THENCE NORTH 87°46'07" WEST, 182.90 FEET;

THENCE NORTH 42°49'29" WEST, 27.46 FEET;

THENCE NORTH 02°10'31" EAST, 54.49 FEET;

THENCE NORTH 45°00'00" EAST, 11.23 FEET;

THENCE NORTH 44°45'12" WEST, 34.09 FEET;

THENCE SOUTH 44°45'12" EAST, 34.09 FEET;

THENCE NORTH 45°00'00" EAST 15.81 FEET;

THENCE SOUTH 87°49'29" EAST, 197.82 FEET;

THENCE NORTH 02°10'31" EAST, 22.66 FEET;

THENCE SOUTH 02°10'31" WEST, 22.66 FEET;

THENCE SOUTH 87°49'29" EAST, 194.45 FEET;

THENCE NORTH 02°10'31" EAST, 15.82 FEET;

THENCE SOUTH 02°10'31" WEST, 15.82 FEET;

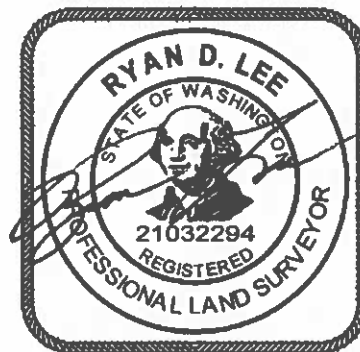
THENCE SOUTH 87°49'29" EAST, 16.11 FEET;

THENCE SOUTH 42°49'29" EAST, 20.99 FEET;

THENCE SOUTH 02°10'31" WEST, 66.50 FEET;

THENCE SOUTH 47°10'31" WEST, 18.11 FEET;

THENCE NORTH 87°46'07" WEST, 226.47 FEET TO SAID 'POINT A', AND THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION.



8/18/2022

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND LINES PERPENDICULAR TO ALL DESCRIBED TERMINI, AND TO TERMINATE UPON SAID PROPOSED NORTHERLY MARGIN OF SOPER HILL ROAD.

CONTAINING 17,850 SQUARE FEET, MORE OR LESS.

**Exhibit D**

**Depiction of Waterline Easement Area**

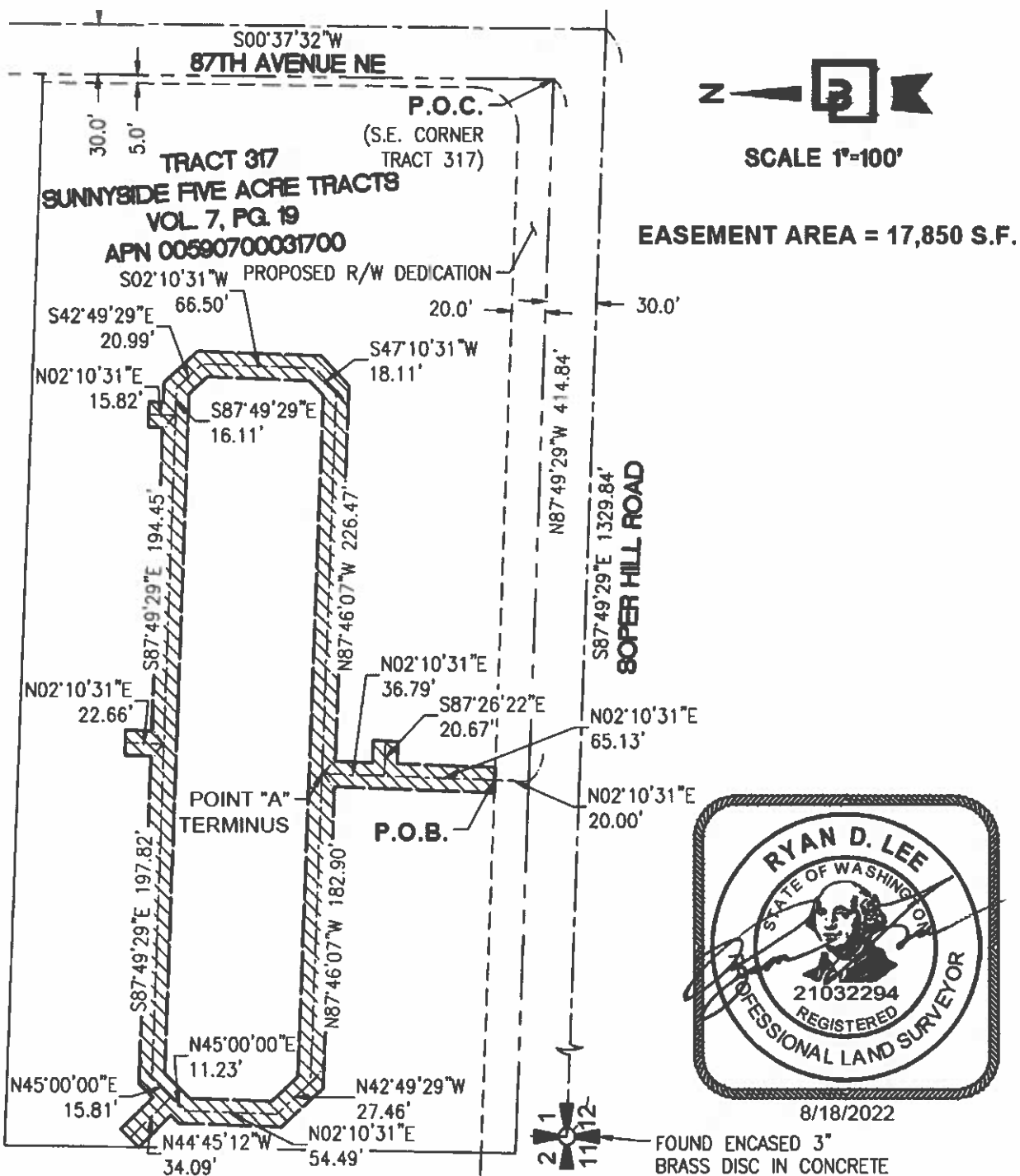


Exhibit E

**Legal Description of Sanitary Sewer Line Easement Area**

A 15.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF TRACT 317 OF SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, AT PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID 15.00 FOOT WIDE STRIP LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID TRACT 317, BEING A POINT THAT LIES 30.00 FEET NORTH AND 30.00 FEET WEST OF THE INTERSECTION OF SOPER HILL ROAD AND 87TH AVENUE NORTHEAST;

THENCE NORTH 87°49'29" WEST, ALONG THE NORTHERLY MARGIN OF SAID SOPER HILL ROAD, FOR 624.77 FEET;

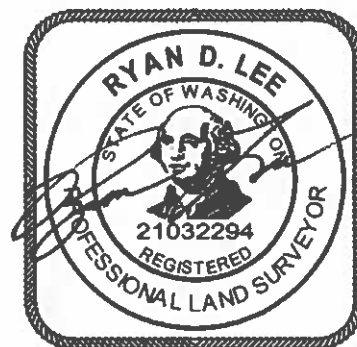
THENCE NORTH 00°53'52" EAST, 20.00 FEET TO A POINT ON THE PROPOSED MARGIN OF SAID SOPER HILL ROAD, BEING 50.00 FEET NORTH OF THE CENTERLINE OF SAID SOPER HILL ROAD AS MEASURED PERPENDICULARLY, AND BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°53'52" EAST, 188.39 FEET;

THENCE SOUTH 87°49'29" EAST, 408.76 FEET TO THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND LINES PERPENDICULAR TO ALL DESCRIBED TERMINI, AND TO TERMINATE UPON SAID PROPOSED NORTHERLY MARGIN OF SOPER HILL ROAD.

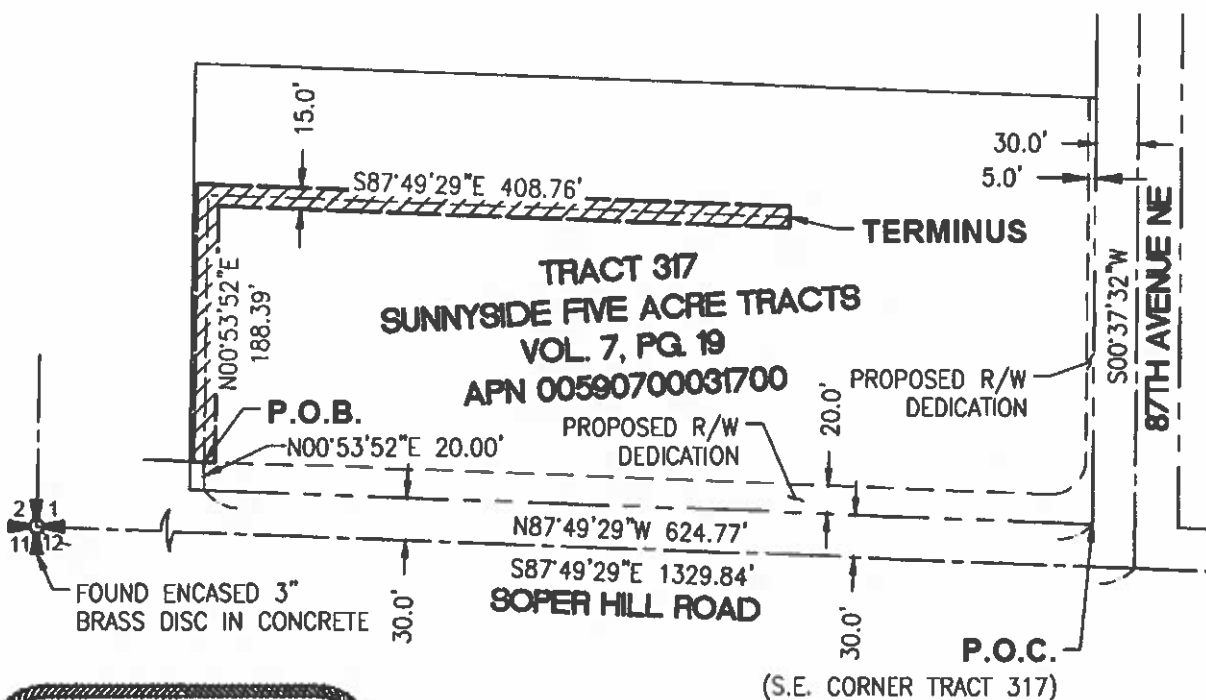
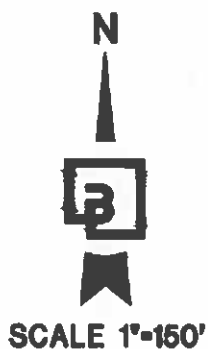
CONTAINING 597 SQUARE FEET, MORE OR LESS.



8/18/2022

Exhibit F

Depiction of Sewer Line Easement Area



8/18/2022

EASEMENT AREA = ±597 SF.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Utility Manager Adam Benton, Engineering

**ITEM TYPE:** Project Acceptance

**AGENDA SECTION:** **Consent**

**SUBJECT:** Project Acceptance – LID Improvements for Cedar Avenue

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to accept the LID Improvements for Cedar Avenue project, starting the 60-day lien filing period for project closeout.

**SUMMARY:**

The LID Improvements for Cedar Avenue project allowed for construction of bioretention areas, bulb-outs, curb ramps, pedestrian safety improvements, a new paver parking area across Cedar from the Opera House, sidewalk replacement and landscaping. The project also provided for the replacement of 110 linear feet of water main.

City Council awarded the project to SRV Construction, Inc. on July 12, 2021 in the amount of \$1,592,252.09 including a management reserve of \$159,225.21, for a total allocation of \$1,751,477.30. The project was completed at a cost of \$1,647,018.54, which was \$54,766.45 or 3.44% over the original bid amount but within management reserve.

Department of Ecology Funds: \$1,069,351.26

Total Construction Cost to the City (D2101): \$577,667.28

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

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**ATTACHMENTS:**

[Cedar - Physical Completion Letter.pdf](#)



**MARYSVILLE**  
**PUBLIC WORKS**

July 15, 2022

SRV Construction, Inc.  
Attn: John Snyder  
PO Box 507  
Anacortes, WA 98221

**SUBJECT: LID IMPROVEMENTS FOR CEDAR AVENUE – NOTICE OF PHYSICAL COMPLETION**

Dear John,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of today, Friday, July 15, 2022. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

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

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

It has been a pleasure working with SRV Construction, Inc. on this project. I look forward to working with you in the future.

Sincerely,

Adam Benton  
Utility Manager

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Utility Manager Adam Benton, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **Consent**

**SUBJECT:** Landowner Agreement for Jones Creek Restoration

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the Jones Creek Landowner Agreement with The Adopt a Stream Foundation.

**SUMMARY:** This landowner agreement will allow The Adopt a Stream Foundation (AASF) to perform restoration work on Jones Creek on Parcel 30052700401900, which is owned by the City of Marysville. This parcel was acquired from the Marysville School District (MSD) and is used for passive educational uses by MSD. AASF’s proposed work will move the existing stream channel away from homes along the south edge of this parcel, creating a meandering channel through the center of the parcel. This improvement will increase flood attenuation and increase summer stream flows from groundwater recharge, through the construction of off channel pools. This work will also enhance salmon habitat through improved stream morphology and plantings that more closely resembles predevelopment conditions.

This is a grant funded project through the Washington State Department of Ecology Streamflow Restoration grant. AASF has been preliminarily awarded \$1,588,955 for this project. AASF will work over the next year to complete the design and will perform the work associated with this project in 2024. Attached are the preliminary site plans.

**ATTACHMENTS:**



Signed Jones\_LOA .pdf

Jones Creek Restoration - Overall Site Plan C1.pdf

Jones Creek EMA.pdf

## LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this \_\_\_\_ day of \_\_\_\_\_ is by and between

Landowner: City of Marysville ("City")  
501 Delta Avenue,  
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation ("AASF")  
600 128<sup>th</sup> St. SE  
Everett, WA 98208  
(425) 316-8592

**1. Consent.** The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Jones Creek watershed, Snohomish County, State of Washington. The legal description of the property (hereafter referred to as the "Property") and a project scope of work are presented in Exhibit A.

**2. Access.** The City agrees to provide access to employees of the Grantee to complete project and related restoration work with a one (1) week prior notice to the City. Confirmed notices to the City consist of contact of the specified City of Marysville Staff by AASF followed by a subsequent response by City Staff in the affirmative. The specified City Staff for contact are Surface Water and the City's NPDES Coordinator. Currently these position contacts are as follows: Brooke Ensor 360-363-8288 and Matthew Eyer 425-760-6464 respectively. The City also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by the Grantee, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project maintenance work as presented in Exhibit B.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

**3. Landowner Rights.** This Agreement does not authorize AASF assume jurisdiction over, or any ownership interest in the Property. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

**4. Removal of Property.** Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the Property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the Property to the condition it was in before AASF's entry onto the Property. In the event any materials and/or equipment placed on the Property by AASF are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and AASF agrees to be responsible for the

reasonable costs of such removal.

**5. Liability.** Each of the parties to this Agreement agrees that it will defend, indemnify and save the other party and its officials, officers and employees harmless from any and all claims and risk, and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind, on account of injury to or death of any and all persons, or on account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the performance of its obligations under this agreement and the acts of omissions of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, that occur on the Property, unless such injury, damage, or loss arises from the negligent or willful acts or omissions of the other party to this agreement of its employees, agents, representatives, subsidiaries, or affiliates

**7. Insurance.** The Adopt A Stream Foundation (AASF) shall obtain and keep in force during the term of this agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services contemplated herein by AASF, its agents, representatives, and employees, in no less than the following amounts:

**Commercial General Liability**  
**General Aggregate \$2,000,000**  
**Each Occurrence \$1,000,000**

**Auto Liability**  
**\$1,000,000 combined single limit**

The City of Marysville and their owners, agents, employees and directors shall be additionally insured under the Commercial General Liability and Auto Liability policies, with respects to work performed by AASF as contemplated herein. Coverage shall be primary and non-contributory and in favor of the City regardless of any other insurance available to the City.. AASF shall furnish to the City with original certificates and a copy of amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of AASF before commencing with the work contemplated herein.

**8. Compliance with laws and standards.** In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction of the work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the work.

**9. Permits and Approvals.** AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the work.

**10. Agreement Expiration/Termination.** Upon expiration or termination of this Agreement, the City assumes full and complete responsibility for all restoration developments made under this Agreement.

**11. Reporting.** AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

12. Independent Parties. AASF and the City understand and expressly agree that the AASF is an independent contractor in the performance of each and every part of this Agreement. AASF expressly represents, warrants, and agrees that AASF's status as an independent contractor in the performance of the services contemplated herein is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended.

13. Extent of Agreement. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

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

15. Nonwaiver. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

\_\_\_\_\_  
Nehring, Mayor  
City of Marysville

Date

  
Thomas B. Murdoch  
AASF Executive Director

Date

5/23/23

**Exhibit A**  
**Scope of Work**

**1.0 Project Location.**

The legal description, as listed by Snohomish County Assessor's Parcel database is as follows:

SEC 27 TWP 30 RGE 05RT-51B) TH PTN SE1/4 DAF BAAP 510FT ELY FR S1/4 COR SEC 27 TH NLY PLW N/S CTR LNSD SEC 330FT TH PLW S LN SD SEC 1064FT M/L TO INT LN WH IS 10FT FR & PLW NLY PROJ E LN OF 64TH AVE NE TH ALG SD LNSLY 330FT M/L TO SD S LN TH ALG SD S LN WLY 1087FT M/L TO POB TGW BAAP DIST THE FOLG TWO COURSES FR S1/4 COR SD SEC 1 ALG S LN SD SEC ELY 510FT & (2) PLW N-SC/L OF SD SEC 330FT TH FR SD POB PLW SD N-S C/L NLY 100FT TH PLW AFORESAID S LN OF SEC E 185FT TH PLW AFORESAID N-S C/L NLY 60FT TH PLW SD S LN SEC ELY 790FT M/L TO INT WITH NLY PROLNG OF W LN OF 64TH AVE NE TH ALG SD PROLNG SLY 160FT M/L TAP DIST 330FT NLY OF S LN OF SEC TH PLW SD S LN W 984FT M/L TO POB LESS THAT PTN THOF LY WHN SW1/4 SW1/4 SE1/4 & TGW BAAP DIST THE FOLG TWO COURSES FR S1/4 COR SD SEC (1) ALG S LN OF SD SEC ELY 510FT & (2) PLW N-S C/L OF SEC NLY 330FT TH FR SD POB PLW SD N-S C/L NLY 100FT TH PLW SD S LN OF SEC ELY 150FT M/L TO INT E LN OF SW1/4 SW1/4 SE1/4 TH S ALG SD E LN TAP 330FT N OF SLY LN SD SEC TH W PLT S LN SD SEC TO POB

**Parcel Number:**

30052700401900

**Current Site Conditions:**

Jones Creek is a small urban stream with poor water quality and little documented fish use despite being well-positioned to provide high habitat benefits to protected fish species. Jones Creek is a direct tributary to the Snohomish River, normally associated with Allen Creek, and is included in plans as a sub-basin of Allen Creek. The project is located on a parcel owned by the City of Marysville. The parcel is undeveloped apart from two small education structures located at the center and the northern border of the property. Jones Creek enters the site at the southeast property corner and flows west in a straight ditch along the southern property border for approximately 500 feet. The stream flows northwest in the eastern portion of the property before entering a forested corridor. The property containing the forested corridor is also owned by the City of Marysville and is all that separates the project site from the Qwuloolt.

**3.0 Project Goals:**

The Jones Creek Watershed is located within the City of Marysville, WA, which is one of the fastest-growing cities in the nation (Heraldnet.com 2015). Rapid development has urbanized the watershed, resulting in water impairments associated with urbanization including, flashy flows, loss of riparian habitat, channelization, poor water quality, and a reduction in summer base flows.

This project will design and construct a new meandering stream channel and several constructed wetlands. An approximately 550-foot-long section of Jones Creek will be relocated away from the property border to allow for a more natural channel morphology and wider riparian buffers. The stream channel design will include replacing an existing culvert with an access bridge for pedestrians and vehicles, salmonid habitat infiltration and rearing ponds, large wood debris placement, and riparian plantings to improve water storage and habitat.

The project is located on a parcel owned by the city of Marysville and is used by the Marysville School District for educational purposes. Jones Creek is channelized and heavily incised for approximately 550 feet along the southern edge of the parcel before flowing northwest and entering a forested corridor.

This 550-foot-long channelized section of Jones Creek will be the focus of the channel relocation and restoration efforts.

The Adopt A Stream Foundation (AASF) will identify and delineate wetlands within the project area and work with a professional engineer to advance their conceptual design and develop and permit a site-suitable final design. AASF will replace a culvert with an access bridge for pedestrians and vehicles, construct a new creek channel, approximately 700 feet in length, with approximately nine salmonid habitat infiltration and rearing ponds or constructed wetland areas, depending on site feasibility, and permitting. The AASF will install large woody debris and plant approximately 6 acres of riparian and wetland vegetation that will result in more high-quality fish habitat and make for a more resilient channel.

The new channel section with salmonid habitat infiltration and rearing ponds and the constructed wetland areas will increase floodplain interactions, buffering high flows and increasing surface water infiltration rates. Aquifer recharge will replenish groundwater supplies, which are critical for summer baseflows. The addition of large woody debris will create additional pools for fish refuge and increase hyporheic interaction improving groundwater interactions and acting as a source of cool water input.

In addition to increasing surface water infiltration rates, the restored riparian vegetation will improve water quality by intercepting and filtering surface runoff, shading the stream, reducing stream temperatures and evaporation rates, and eventually becoming a source of large woody debris.

#### **4.0 Landowner responsibilities**

- Landowner will provide access to the property for all implementation purposes.
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.
- Landowner will monitor and maintain the project for no less than 10 years, with the first 4 years (2023-2027) of monitoring and maintenance being completed by AASF.

#### **5.0 Grantee responsibilities**

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding.
- AASF will coordinate with volunteer groups to complete some components of the project implementation.
- Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF.
- AASF will secure all necessary permits.
- AASF will monitor and maintain project from years 2023 to 2027.
- AASF will continue to monitor and maintain the project site after 2027 if additional funding for monitoring and maintenance is secured.

#### **6.0 Activity schedule**

- The initial project will start in spring of 2023 and will consist of studying the site and development of project designs.
- Heavy construction is not expected to start until the summer of 2024 with plantings to follow in the fall.

\*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee.

## **7.0 Maintenance:**

### **7.1 Description**

- The site will require some maintenance especially with regards to plant health.

### **7.2 Responsibilities**

- Check for plant vigor, erosion and overall project health and report problems to AASF promptly.
- Plant health should be checked on a yearly basis during the growing season.
- Replace dead plants if survival is less than 85%.
- Control invasive and nonnative vegetation as necessary to ensure native plant establishment.
- AASF will pursue additional funding opportunities and will continue maintenance, if additional funding is secured, after the initial first 4 years of maintenance have been completed.

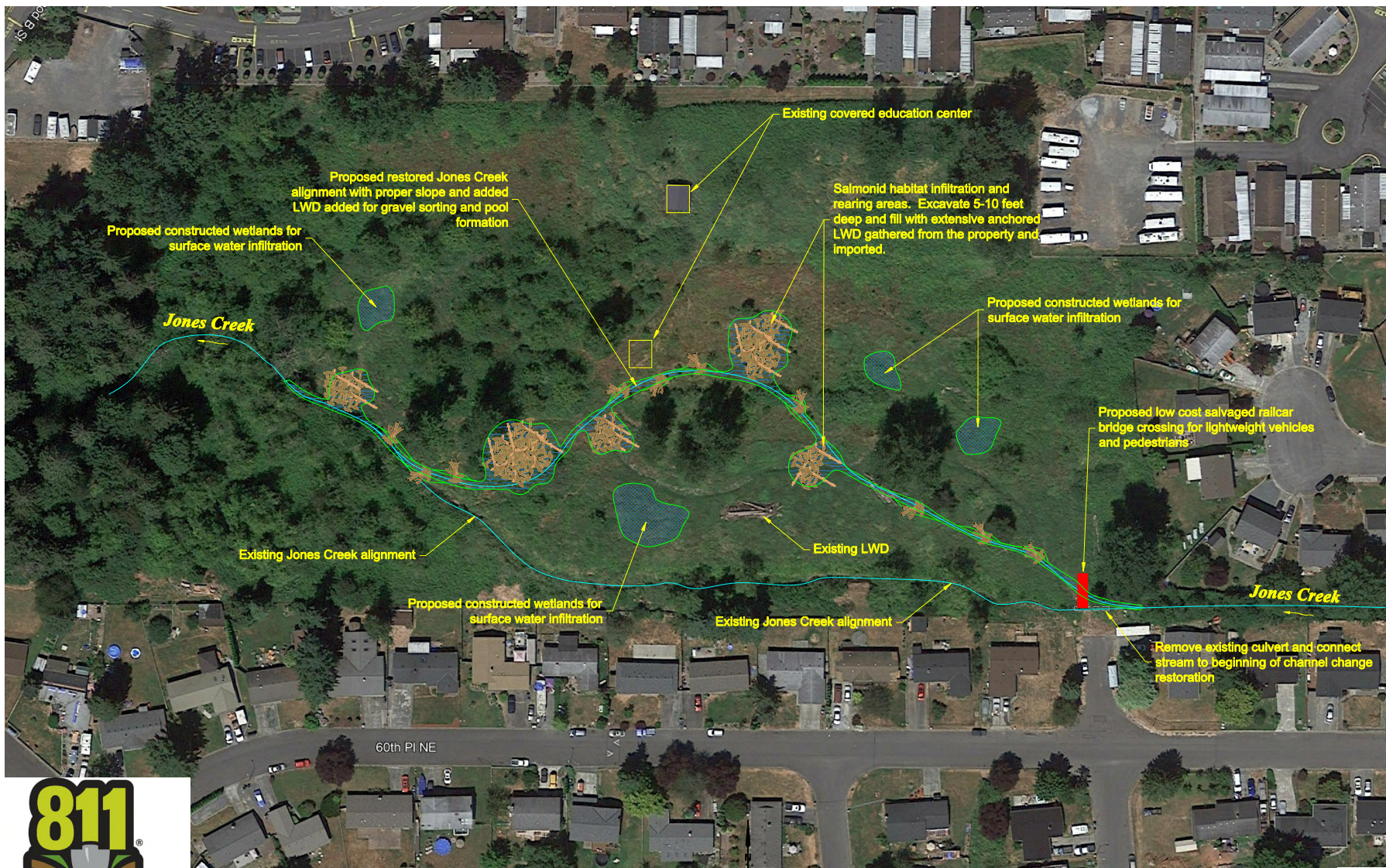
## **8.0 Monitoring:**

### **8.1 Responsibilities**

- Yearly monitoring, including photo point monitoring, plant survival monitoring using transect method, and checking on plant health.
- The Landowner will report problems to AASF promptly.

### **8.2 AASF responsibilities.**

- AASF will set up photo monitoring points.
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.
- AASF will pursue additional funding opportunities and will continue monitoring, if additional funding is secured, after the initial first 4 years of monitoring have been completed.



**811**  
Know what's below.  
Call before you dig.

Jones Creek Restoration Site Plan  
1" = 40'-0"  
0 40 80 120  
C11 C5

1" Bar at Original Scale



REV	DATE	ISSUE	DWG	DES	CHK	APP
1	9-27-208	Issued for Permits	JSK	JSK	JSK	JSK
2						
3						
4						

PROJECT NO. 18353

Adopt A Stream Foundation  
Jones Creek  
Jones Creek Surface Water Improvements  
Overall Site Plan

DRAWING NO.  
**C1**  
1 OF 1



## REAL ESTATE CONVEYANCE AGREEMENT

DATE: January 13, 2013

This Real Estate Conveyance Agreement (« Agreement ») is entered into by and between The CITY OF MARYSVILLE, a municipal corporation of the State of Washington, (“City”) and MARYSVILLE SCHOOL DISTRICT NO. 25 (“District”) as of the day stated above.

### RECITALS

WHEREAS, the District owns certain unimproved real property, commonly known as Snohomish County tax parcel no. 300527-004-019-00, which real property is legally described on Exhibit A attached hereto (the « Property »);

WHEREAS, the Property contains significant wetlands and is largely undevelopable ;

WHEREAS, the District currently uses the Property for its environmental studies curriculum, and desires to continue to utilize the Property for such purposes;

WHEREAS, the Property has important ecological benefits to the citizens of the City of Marysville;

WHEREAS, the District incurs significant annual maintenance costs for the Property, which it desires to avoid in the future;

WHEREAS, the City currently maintains utility systems on and beneath the Property and roads adjacent to the Property and is better situated to handle necessary maintenance of the Property;

WHEREAS, the City is interested in maintaining the Property and the wetlands for purposes consistent with its municipal functions;

WHEREAS, the District wishes to convey the Property to the City and the City wishes to acquire the Property from the District; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, to permit the continuing use of the Property by District and allow City and District to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the foregoing recitals and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

### AGREEMENT

The City agrees to acquire, and the District agrees to convey, the Property on the following terms:

1. **CONSIDERATION:** There shall be no monetary consideration paid by City to District for this conveyance. The mutual agreements and covenants contained herein and in the **ATTACHMENT 1** deed and the **ATTACHMENT 2** interlocal agreement are the sole consideration for this transaction.

2. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects except for those exceptions set out in Exhibit B attached hereto. District shall discharge any additional encumbrances prior to closing.

(City and District authorize Closing Agent to insert, over their signatures, the legal description of the property and/or to correct the legal description entered.)

3. **UTILITIES:** District warrants that, to the best of the District's knowledge, the Property is not connected to any utilities.

4. **WAIVER OF DISCLOSURE UNDER RCW 64.06:** Pursuant to RCW 64.06.010, City hereby expressly waives City's rights to disclosures under RCW 64.06, including the right of rescission.

5. **TITLE INSURANCE:** City may elect to purchase title insurance for this transaction in City's sole discretion. If City so elects, City shall select the title insurer, and this transaction shall be contingent upon title being insurable subject only to such exceptions as may be acceptable to City, in City's sole discretion.

6. **CONDITION OF PROPERTY:**

- (a) Hazardous Substances: District represents and warrants that, to the best of District's knowledge, it is not aware of any soils or groundwater contamination of the property by hazardous substances. For purposes of this paragraph, the definition of the term "hazardous substances" shall be those used in applicable state and federal regulations, provided that the definition of the term "hazardous substance" shall include petroleum and related byproducts and hydrocarbons.
- (b) Reports and Surveys: Prior to closing District agrees to provide City with any and all engineering studies, soils studies, environmental reviews, surveys, reports, investigations and other non-privileged documents in its possession concerning the condition of the subject property. City may terminate this transaction in the event it determines that the subject property is unsuitable as a result of any information so disclosed, in City's sole discretion.
- (c) As-Is : Except for the specific representations and warranties by the District set forth in this Agreement, the Property is to be conveyed to the City in its current « as-is » condition, with all faults, and the District makes no representation or warranty, express or implied, concerning the suitability, habitability or fitness of the Property for any purposes whatsoever.

7. **TITLE CONVEYANCE:** District shall convey title to City by Quit Claim Deed at closing, subject only to the exceptions noted in paragraphs 2 and 5 above. The Deed shall be in the form attached hereto as **ATTACHMENT 1**.

8. **INTERLOCAL AGREEMENT:** As a material consideration of this agreement, the parties shall enter into the "Interlocal Agreement Between the City of Marysville and Marysville School District No. 25 for Use of the Jones Creek Parcel" attached hereto as **ATTACHMENT 2**.

9. **PROPERTY AND PROPERTY RIGHTS INCLUDED:** No personal property or structures located on the property are included in this transaction. The District shall retain ownership of the existing building on the Property after closing. Subject to the restrictions contained in **ATTACHMENT 2** District may remove and replace said building with a structure of similar size and function. The conveyance will include transfer of all District's rights with respect to the fisheries hydraulic project approval permit and all other permits applicable to the Property. District will cooperate with City to secure transfer/assignment of such permit(s), and District will transfer and deliver to City all documentation it may have pertaining to the same.

2014 10. **CLOSING OF SALE:** This sale shall be closed at the office of WEED, GRAAFSTRA AND BENSON, INC., P.S., Closing Agent, not later than January 31, 2013 (hereinafter the "closing deadline"). City and District will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement. The date of closing shall be the date upon which all appropriate documents are recorded.

If this sale has not closed by the closing deadline, either party may terminate this transaction by written notice to the other, in which event this agreement shall be null, void and unenforceable.

District acknowledges that the firm of WEED, GRAAFSTRA AND BENSON, INC., P.S. is the City Attorney and represents City in this matter.

11. **CLOSING COSTS:** City shall pay all closing costs.

12. **POSSESSION:** City shall be entitled to possession on the date of closing, subject to the rights retained by District.

13. **ATTORNEYS' FEES:** In any proceeding brought to enforce this agreement or to determine the rights of the parties under this agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals.

14. **NOTICE:** If notice is given pursuant to this agreement, it shall be given to the parties by personal service, or by certified mail, postage prepaid, return receipt requested at the following addresses:

District's name and address:

MARYSVILLE SCHOOL DISTRICT NO. 25  
4220 – 80<sup>th</sup> Street NE  
Marysville, WA 98270

Telephone No. (360) 653-0848

With copy to: K&L Gates LLP, Attn : Charles Royce  
925 Fourth Avenue, Suite 2900  
Seattle, WA 98104

City's name and address:

CITY OF MARYSVILLE  
1049 State Avenue  
Marysville, WA 98270

Telephone No. (360) 363-8000

With copy to: Grant K. Weed, City Attorney  
21 Avenue A  
Snohomish, WA 98290

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the third day following the day such notice is mailed in accordance with this paragraph.

**15. ENTIRE AGREEMENT; TIME; BINDING AGREEMENT:** This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this agreement. Time is of the essence in this agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This agreement is binding on the parties, their personal representatives and heirs.

**16. EQUAL BARGAINING:** This agreement has been drafted by the mutual efforts of the parties represented by their respective legal counsel. District and City acknowledge and represent that each of them is fully competent to negotiate and to enter into this agreement with the other and that they have freely entered into it with adequate opportunity for prior consultation with independent legal counsel of their choosing. All terms and provisions shall be given their fair and reasonable interpretation without reference to which party, or its counsel, drafted any particular term or provision in question.

17. **DEADLINE:** This agreement is void unless executed by both parties by 5:00 p.m. on ~~January 15~~, 2013. 2014

18. **BROKERS AND FINDERS:** Neither party has had any contact or dealings regarding the property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the transaction contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorney's fees) incurred by the other party in defending against the same. The provisions of this paragraph shall survive the closing, or, if closing does not occur pursuant to this agreement, the provisions of this paragraph shall survive any termination of this agreement.

19. **CITY COUNCIL AND SCHOOL BOARD APPROVAL:** The District acknowledges that this agreement does not bind the CITY OF MARYSVILLE until approved by the City Council and executed by the Mayor. The City acknowledges that this agreement does not bind MARYSVILLE SCHOOL DISTRICT NO. 25 until approved by the School Board and executed by the Superintendent.

20. **AUTHORITY TO EXECUTE:** Each party represents and warrants that this agreement is valid and binding, is duly authorized by appropriate action of its governing body, and that the person signing below has authority to bind the respective party to the agreement.

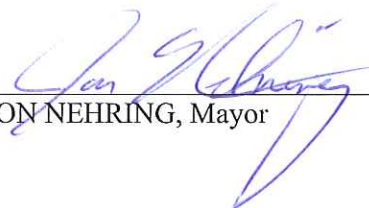
21. **NO MERGER:** The terms, representations, warranties and attorney's fee provisions of this agreement shall not merge in the deed or other conveyance instrument transferring the property to City at closing. The terms, representations, warranties and attorney's fee provisions of this agreement shall survive closing.

DATED ~~October~~ <sup>January</sup> 13, 2014:

DATED November 25<sup>th</sup>, 2013:

CITY OF MARYSVILLE

MARYSVILLE SCHOOL DISTRICT NO. 25

By   
JON NEHRING, Mayor

By   
DR. BECKY BERG, Superintendent

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 27 DISTANT EASTERLY ALONG SOUTH LINE 510 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE, FROM SAID POINT OF BEGINNING, PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27, NORTHERLY 330 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, EASTERLY 1064 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE 10 FEET EASTERLY FROM AND PARALLEL WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF 64TH AVENUE, NORTHEAST; THENCE ALONG SAID LINE SOUTHERLY 330 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SECTION 27; THENCE ALONG SAID SOUTH LINE, WESTERLY 1087 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 510 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 100 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 185 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 60 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 790 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF 64TH AVENUE NORTHEAST PRODUCED; THENCE SOUTHERLY ALONG SAID PROJECTION A DISTANCE OF 160 FEET, MORE OR LESS TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 330 FEET A DISTANCE OF 984 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B****EXCEPTIONS TO TITLE**

- 1) Easement, including terms and provisions contained therein:  
Recording Information: [1602091](#), March 29, 1963  
In Favor of: Town of Marysville  
For: Water Line
  
- 2) 5. Easement, including terms and provisions contained therein:  
Recording Information: [1602093](#), March 29, 1963  
In Favor of: Town of Marysville  
For: Water Line  
Affects: 10 foot wide strip in Parcel A
  
- 3) Easement, including terms and provisions contained therein:  
Recording Information: [2177949](#), December 22, 1970  
In Favor of: Stanley M. Wood  
For: ingress, egress and utilities  
Affects: East 10 feet of Parcel A
  
- 4) Easement, including terms and provisions contained therein:  
Recording Information: [2177932](#), December 22, 1970  
In Favor of: Stanley W. Wood and Katherine Wood, husband and wife  
For: ingress, egress and utilities  
Affects: Easterly 10 feet of property herein described
  
- 5) Easement, including terms and provisions contained therein:  
Recording Information: [8511080173](#)  
In Favor of: County of Snohomish  
For: Drainage
  
- 6) Easement, including terms and provisions contained therein:  
Recording Information: [200906250275](#)  
In Favor of: City of Marysville, a municipal corporation  
For: Temporary construction

## ATTACHMENT 1

### After Recording Return to:

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

### QUIT CLAIM DEED

Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25  
Grantee: CITY OF MARYSVILLE  
Legal Description: Portion of S½ SE¼ 27-30-5, Snohomish County, WA Add'l on P.  
5  
Tax Parcel: 300527-004-019-00

THE GRANTOR, MARYSVILLE SCHOOL DISTRICT NO. 25 (hereinafter "District"), for and in consideration of the mutual covenants contained herein, conveys and quit claims to the CITY OF MARYSVILLE, a municipal corporation of the State of Washington (hereinafter "City"), the following-described real estate, situated in the County of Snohomish, State of Washington, including any interest therein which Grantor may hereafter acquire:

### SEE EXHIBIT A

hereinafter referred to as the "Property", subject to all matters of record, including, but not limited to, those listed on Exhibit B attached hereto.

This conveyance includes the transfer and/or assignment of all active permits affecting the Property. This conveyance is SUBJECT TO the following terms and conditions:

1. Right of First Refusal. In the event City elects to sell the Property, District shall have the right of first refusal to reacquire the Property for the price of \$1.00 plus the actual documented, unamortized costs of any Improvements (as hereinafter defined) made to the Property by, and at the expense of, the City during the City's ownership of the Property. As used herein, « Improvements » means physical improvements made to, or constructed on or beneath, the Property with City funds which reasonably increase the fair market value of the Property (such as connections to power and sewer services), but Improvements shall not be deemed to include the cost of replacement or repair of any existing facilities or utilities on or beneath the Property or any improvements made to the Property with funds or grants supplied by third parties. For purposes of calculating the purchase price for the District's right of first refusal, the cost of any Improvements shall be amortized over the useful life of the Improvements in accordance with generally accepted accounting principles, and the District



shall reimburse the City for the unamortized balance of the value of such Improvements remaining at the time the District exercises its right of first refusal (if any). City shall notify District of its intention to sell the Property and any covenants and/or special use conditions City will impose upon the Property at time of sale or transfer. District shall have sixty (60) days from receipt of such notice to notify City, in writing, of its intention to reacquire the property, subject to City's covenants and/or special use conditions. If District so notifies City, City shall convey title back to District by quit claim deed, subject to the covenants and/or special use conditions imposed by City, within thirty (30) days after receipt of District's notice and payment of the purchase price. City shall pay costs of preparation of the conveyance instrument. District shall pay recording expenses and the title insurance premium if District elects to secure title insurance. If District fails to so notify City, City may proceed to market the Property, but may not sell the property except subject to the covenants and/or special use conditions that were previously declared to District. If City changes any such covenants and/or conditions, City shall notify District, and District shall be entitled to a new right of first refusal as provided above.

2. Existing Structure. This deed does not include conveyance of the structure located upon the Property. District shall continue to own the structure.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

MARYSVILLE SCHOOL DISTRICT NO. 25

By \_\_\_\_\_  
DR. BECKY BERG, Superintendent

STATE OF WASHINGTON        )  
  )ss.  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that DR. BECKY BERG is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Superintendent of MARYSVILLE SCHOOL DISTRICT NO. 25 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACCEPTED: \_\_\_\_\_, 2013.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL A:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 27 DISTANT EASTERLY ALONG SOUTH LINE 510 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE, FROM SAID POINT OF BEGINNING, PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27, NORTHERLY 330 FEET;

THENCE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, EASTERLY 1064 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE 10 FEET EASTERLY FROM AND PARALLEL WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF 64TH AVENUE, NORTHEAST;

THENCE ALONG SAID LINE SOUTHERLY 330 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SECTION 27;

THENCE ALONG SAID SOUTH LINE, WESTERLY 1087 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 510 FEET;

THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 100 FEET;

THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 185 FEET;

THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 60 FEET;

THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 790 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF 64TH AVENUE NORTHEAST PRODUCED;

THENCE SOUTHERLY ALONG SAID PROJECTION A DISTANCE OF 160 FEET, MORE OR LESS TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;

THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 330 FEET A DISTANCE OF 984 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B****EXCEPTIONS**

- 1) Easement, including terms and provisions contained therein:  
Recording Information: [1602091](#), March 29, 1963  
In Favor of: Town of Marysville  
For: Water Line
  
- 2) 5. Easement, including terms and provisions contained therein:  
Recording Information: [1602093](#), March 29, 1963  
In Favor of: Town of Marysville  
For: Water Line  
Affects: 10 foot wide strip in Parcel A
  
- 3) Easement, including terms and provisions contained therein:  
Recording Information: [2177949](#), December 22, 1970  
In Favor of: Stanley M. Wood  
For: ingress, egress and utilities  
Affects: East 10 feet of Parcel A
  
- 4) Easement, including terms and provisions contained therein:  
Recording Information: [2177932](#), December 22, 1970  
In Favor of: Stanley W. Wood and Katherine Wood, husband and wife  
For: ingress, egress and utilities  
Affects: Easterly 10 feet of property herein described
  
- 5) Easement, including terms and provisions contained therein:  
Recording Information: [8511080173](#)  
In Favor of: County of Snohomish  
For: Drainage
  
- 6) Easement, including terms and provisions contained therein:  
Recording Information: [200906250275](#)  
In Favor of: City of Marysville, a municipal corporation  
For: Temporary construction

ATTACHMENT 2  
INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MARYSVILLE AND  
MARYSVILLE SCHOOL DISTRICT NO. 25  
FOR USE OF THE JONES CREEK PARCEL**

This Interlocal Agreement, effective \_\_\_\_\_, 2013, is entered into between MARYSVILLE SCHOOL DISTRICT NO. 25, a Washington municipal corporation, herein after referred to as "District" and the CITY OF MARYSVILLE, a Washington municipal corporation, herein after referred to as "City", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, District has conveyed the following-described property to the City:

**SEE EXHIBIT A**

Snohomish County tax parcel 300527-004-019-00

hereinafter the "Property"; and

WHEREAS, District desires to continue to utilize the Property for its environmental studies curriculum; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, to permit the continuing use of the Property by District and allow City and District to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

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

Existing Structure. District's conveyance of the Property to City did not include an existing shelter structure (hereinafter the "Shelter"). District continues to own the Shelter. District shall have the right to keep the Shelter on the Property, and to utilize the Shelter for Marysville School District educational purposes. District shall have the right and obligation to repair and maintain the Shelter in good, safe, attractive condition and to remove the Shelter at any time that the Shelter deteriorates either structurally or in appearance or becomes unsafe or otherwise jeopardizes public safety. At District's option, District may replace the building with a Shelter of the same type and size in the same location, or in a different location subject to City approval, in City's sole discretion. District shall secure any and all required permits and applicable governmental approvals prior to engaging in any such activity and shall conduct such activities in strict accordance with such permits and all applicable codes, regulations and statutes. District shall have a right of entry for said purposes. All District's activities respecting the Shelter, including, but not limited to, its use by students, teachers, employees or volunteers, and shelter replacement, shall be at District's sole risk and expense.

Educational Use. District shall have the nonexclusive use of the Property for the purposes of environmental studies and field trips. All maintenance of the site specific to the field trips will be the responsibility of the District, including maintenance of any trails used in District's activities. District shall be solely responsible for the activities, safety and welfare of its staff, employees, teachers, students and volunteers when engaged in such activities.

Stream Relocation. District acknowledges that City may relocate Jones Creek in a new stream alignment, with modified channel width or widths, at any time in City's sole discretion, subject only to applicable permitting requirements. The City agrees it will preserve reasonable access to the Property for the District and its employees, students and agents in the event of any relocation of the stream. Subject to the preceding sentence, District agrees that it will not object or in any way impede such plans.

Termination of District Activities. The activities under Sections 1 and 2 above may continue so long as the condition and use of the Property remain unchanged, but shall terminate at any time the condition and/or City's use of the Property changes in any manner such that maintaining the Shelter on the Property or use of the Property for environmental studies becomes unfeasible, jeopardizes the public safety, or unduly interferes with City's reasonable use of the Property. Termination of District's use shall be effective upon 90 days written notice from City to District, which notice, at the discretion of City, may be recorded in the records of the Snohomish County Auditor and shall be effective without further notice or action on the part of City. If District has not removed the Shelter from the Property by the effective date of termination, the Shelter shall become the property of City and may be removed, destroyed or maintained by City at its discretion.

Expenses of District Activities. City shall have no liability whatsoever for any expenses incurred as a result of District's activities under paragraphs 1 and 2 or any other activity of District upon the Property. All expenses incurred thereby shall be the sole obligation of District. District shall have no authority to incur any debt or obligation on City's behalf. District shall allow no liens or encumbrances to attach to the Property as a result of District's activities on the Property, and in the event thereof, shall promptly pay the same and cause the Property to be released therefrom. District agrees to protect, hold harmless, indemnify, and defend, at its own expense, the City from any loss, claim or suit arising out of any lien, charge or encumbrance attaching to the Property as a result of District's activities.

District Personnel. All staff, employees, teachers, volunteers, independent contractors, engineers, consultants and workers of any type or nature, and all contractors and subcontractors employed by District to perform any activity on the Property shall be the staff, employees, teachers, volunteers, independent contractors, engineers, consultants, contractors and subcontractors of the District, and City shall have no liability or responsibility whatsoever with respect to such persons or entities.

Personal Property. District, its staff, employees, teachers, students, volunteers, contractors and subcontractors, shall be solely responsible for securing its or their equipment, materials and other property. Any equipment, materials or other property stored at the Property, including District's Shelter located thereon, shall be at the sole risk of District and its staff, employees, teachers, students, volunteers, contractors and subcontractors. Except for damage caused by the intentional misconduct of the City or City's sole negligence, City shall have no liability whatsoever for damage to said property or Shelter from vandalism, theft, the elements, flood or any other cause.



Hazardous Substances. District shall take all necessary precautions to prevent the discharge of any hazardous substance as a consequence of District's activities. The definition of the term "hazardous substance" shall be those used in applicable state and federal regulations, provided that the definition of the term "hazardous substance" shall include pesticides, herbicides, petroleum and related byproducts, and hydrocarbons.

Indemnity. District agrees to 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 District's activities upon the Property and under this Interlocal Agreement, including claims for injury, death or property damage, and for environmental liability and cleanup, except for injuries, death or damages caused by the intentional misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District or its staff, employees, teachers, volunteers, contractors or subcontractors and the City, its officers, officials, employees, and volunteers, the District's liability hereunder shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. Nothing contained in this section shall be construed to create a liability or a right of indemnification by any third party. The provisions of this section shall survive the expiration or termination of the activities permitted hereunder with respect to any event occurring prior to such expiration or termination.

The City shall protect, save harmless, indemnify and defend, at its own expense, the District, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of or relating to the intentional misconduct or sole negligence of the City.

Insurance.

City shall maintain public liability insurance for the protection of the public. City is a member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from City to District. Reduction or cancellation of the insurance shall render this Agreement void. City shall provide District proof of insurance with either a letter or certificate of insurance from WCIA verifying City as a member. At the request of District, a copy of the insuring agreement will be provided. City will not be required to provide casualty insurance for any structure or shelter on the Property owned by District.

District shall maintain public liability insurance for the protection of the public. District is a member of and insured through Cities Insurance Association of Washington and shall maintain its insurance/ membership throughout the term of this Agreement. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from District to City. Reduction or cancellation of the insurance shall render this Agreement void. District shall provide City proof of insurance with either a letter or certificate of insurance from Cities Insurance Association of Washington verifying District as a member. Proof of insurance shall be approved by City prior to District providing any services under the terms of this Agreement. At the request of City, a copy of the policy will be provided.

District insurance shall be considered primary for the purposes of this agreement.

Attorney's Fees and Costs. In any proceeding brought to interpret or enforce the agreements contained in this conveyance or to determine the rights of the parties hereunder, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such proceeding, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals.

Third Party Beneficiary Status. The parties agree that this agreement shall not confer third-party beneficiary status on any non-party to this agreement.

Severability. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

Approval and Filing. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040 or listed/posted on City's and/or District's website.


Entire Agreement. This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all agreements and proposals, oral or written, between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

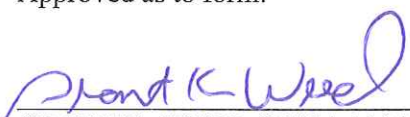
DATED January 13, 2014:

CITY OF City

By   
JON NEHRING, Mayor

Attest:  
  
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

  
GRANT K. WEED, WSBA 11243  
Attorney for the City of Marysville

DATED November 25, 2013:

City SCHOOL DISTRICT NO. 25

By   
DR. BECKY BERG, Superintendent

Attest:  
\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL A:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 27 DISTANT EASTERLY ALONG SOUTH LINE 510 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION;  
 THENCE, FROM SAID POINT OF BEGINNING, PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27, NORTHERLY 330 FEET;  
 THENCE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, EASTERLY 1064 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE 10 FEET EASTERLY FROM AND PARALLEL WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF 64TH AVENUE, NORTHEAST;  
 THENCE ALONG SAID LINE SOUTHERLY 330 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SECTION 27;  
 THENCE ALONG SAID SOUTH LINE, WESTERLY 1087 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;  
 THENCE EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 510 FEET;  
 THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 100 FEET;  
 THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 185 FEET;  
 THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 60 FEET;  
 THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 790 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF 64TH AVENUE NORTHEAST PRODUCED;  
 THENCE SOUTHERLY ALONG SAID PROJECTION A DISTANCE OF 160 FEET, MORE OR LESS TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;  
 THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 330 FEET A DISTANCE OF 984 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Utility Manager Adam Benton, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **Consent**

**SUBJECT:** Water Quality Puget Sound Nutrient Reduction Grant Agreement with Department of Ecology

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the Water Quality Puget Sound Nutrient Reduction Grant Agreement with the Department of Ecology.

**SUMMARY:** The City of Marysville applied for a Puget Sound Nutrient Reduction grant, with the Department of Ecology, in February of 2022. The Department of Ecology has subsequently offered the City of Marysville \$113,445.00 in grant funding, to assist in the planning, implementation and management of Wastewater Treatment Plant nutrient discharge reduction activities, identified in the Puget Sound Nutrient General Permit. The overarching goals of the Puget Sound Nutrient General Permit and this grant are to improve the water quality in the State of Washington, by reducing nutrients discharged to the Salish Sea.

This grant may be used for the reimbursement of equipment, supplies, training, staff time or other expenses related to meeting the requirements of the Puget Sound Nutrient General Permit. Equipment purchases over \$10,000.00 must be approved by the Department of Ecology. If executed, any eligible expenses between July 1st, 2021 and December 31st, 2025 can be submitted for reimbursement. There is no City match requirement for this funding offer.

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**ATTACHMENTS:**  
[City of Marysville Public Works Department\\_DRAFT Agreement.pdf](#)



## Agreement No. WQPSNR-2021-MaryPW-00001

### WATER QUALITY PUGET SOUND NUTRIENT REDUCTION AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

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

#### GENERAL INFORMATION

Project Title:	Puget Sound Nutrient Reduction Grant
Total Cost:	\$113,445.00
Total Eligible Cost:	\$113,445.00
Ecology Share:	\$113,445.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	12/31/2025
Project Type:	Wastewater Facility

#### Project Short Description:

This project will assist Puget Sound Nutrient Permittees in planning, implementation or management of nutrient discharge reduction identified in the Puget Sound Nutrient General Permit.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing nutrients discharged to Washington waters of the Salish Sea.

Agreement No: WQPSNR-2021-MaryPW-00001  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: City of Marysville - Public Works Department

**RECIPIENT INFORMATION**

Organization Name: City of Marysville - Public Works Department

Federal Tax ID: 91-6001459  
 UEI Number: KENDBGSMVPQ7

Mailing Address: 80 Columbia Ave.  
 Marysville, WA 98270

Physical Address: 80 Columbia Ave.

**Contacts**

<p><b>Project Manager</b></p>	<p>Adam Benton                  Project Engineer</p> <p>80 Columbia Avenue                  Marysville, Washington 98270                  Email: abenton@marysvillewa.gov                  Phone: (360) 363-8283</p>
<p><b>Billing Contact</b></p>	<p>Adam Benton                  Project Engineer</p> <p>80 Columbia Avenue                  Marysville, Washington 98270                  Email: abenton@marysvillewa.gov                  Phone: (360) 363-8283</p>
<p><b>Authorized Signatory</b></p>	<p>Jeff Laycock                  Public Works Director</p> <p>80 Columbia Ave                  Marysville, Washington 98270                  Email: jlaycock@marysvillewa.gov                  Phone: (360) 363-8274</p>

Agreement No: WQPSNR-2021-MaryPW-00001  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: City of Marysville - Public Works Department

**ECOLOGY INFORMATION**

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

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

**Contacts**

<p><b>Project Manager</b></p>	<p>Veronica Bridges</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: VEBR461@ecy.wa.gov                  Phone: (564) 669-3842</p>
<p><b>Financial Manager</b></p>	<p>Veronica Bridges</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: VEBR461@ecy.wa.gov                  Phone: (564) 669-3842</p>
<p><b>Technical Advisor</b></p>	<p>Adrien Carroll-Perkins</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: ADCA461@ecy.wa.gov                  Phone: (360) 870-7424</p>



Agreement No: WQPSNR-2021-MaryPW-00001  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: City of Marysville - Public Works Department

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$5,672.00

Task Title: Grant and Loan Administration

### Task Description:

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

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

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

### Task Goal Statement:

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

### Task Expected Outcome:

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

## Grant and Loan Administration

### Deliverables

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

Agreement No: WQPSNR-2021-MaryPW-00001  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: City of Marysville - Public Works Department

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$107,773.00

Task Title: Nutrient General Permit Implementation

### Task Description:

The RECIPIENT will conduct work related to implementation of the Puget Sound Nutrient General Permit.

Work funded under this task may include:

- Staff time, equipment, supplies, training, or other expenses related to meeting permit requirements and reducing nutrient discharges.
- Monitoring and laboratory analysis.
- Preparation of the Nitrogen Optimization Plan, the Nutrient Reduction Evaluation, or the AKART analysis.
- Implementation of an optimization strategy.
- Equipment purchases over \$10,000 must be pre-approved by ECOLOGY.

If the RECIPIENT is out of compliance with the Puget Sound Nutrient General Permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

### Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the nutrients delivered to the Puget Sound by implementing measures required by the Puget Sound Nutrient General Permit.

### Task Expected Outcome:

The RECIPIENT will implement measures required by the Puget Sound Nutrient General Permit.

## Nutrient General Permit Implementation

### Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed.	

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## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$0.00

Task Title: Cultural Resource Review

### Task Description:

If any optimization strategies implemented from Task 2 include above and below ground disturbance activities, such as but not limited to, ground disturbing BMP installations, site prep work, geotechnical work, the RECIPIENT will ensure the following items are completed and provide the associated deliverables to ECOLOGY.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review.

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

To initiate cultural resources review:

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

### Task Goal Statement:

If needed based on optimization strategies implemented from Task 2, the RECIPIENT will complete all cultural reviews in a timely manner.

### Task Expected Outcome:

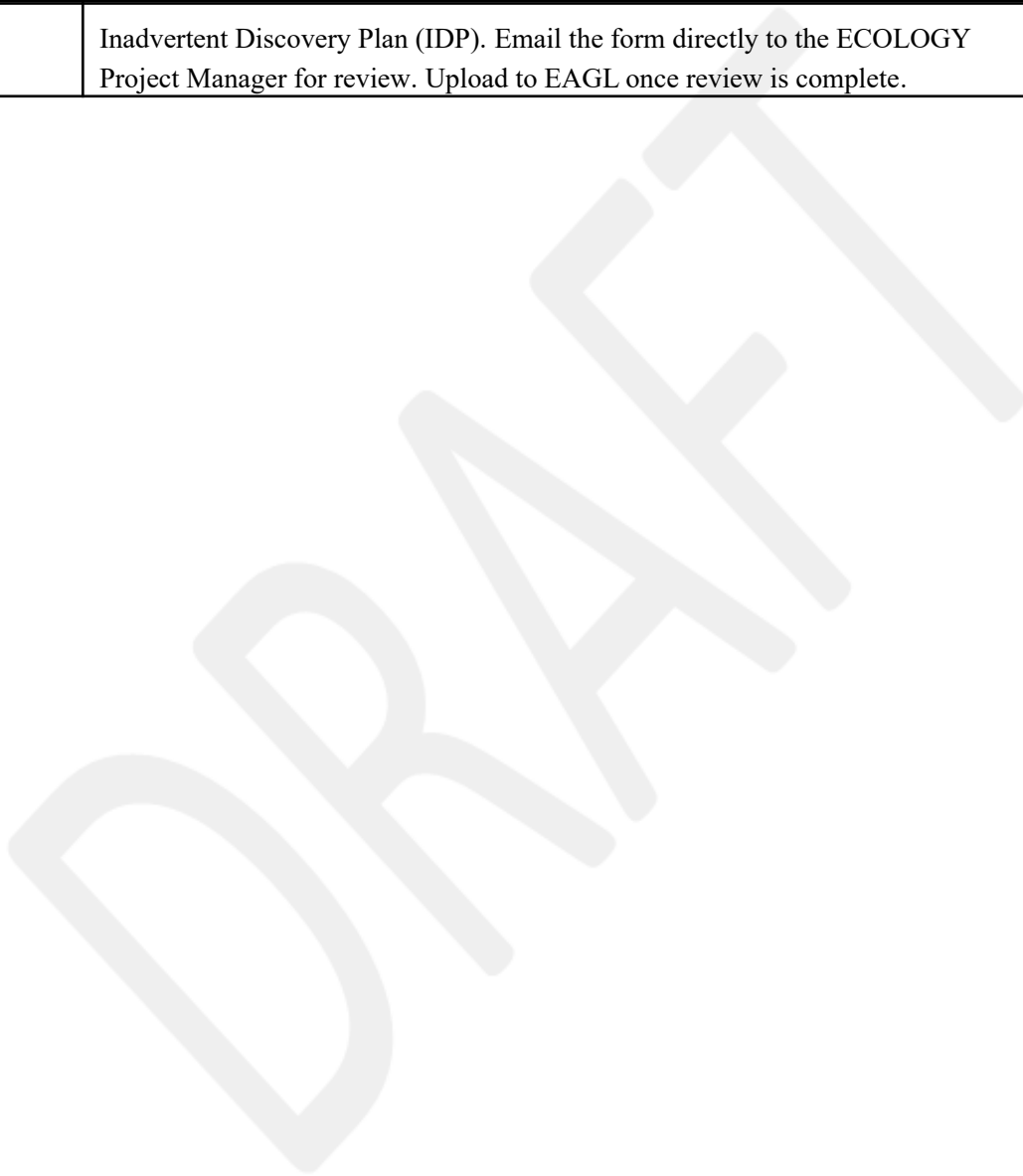
The project will meet the requirements set forth by the cultural resource protection requirements, rules, and regulations for state funded projects.

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**Cultural Resource Review**

**Deliverables**

Number	Description	Due Date
3.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
3.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	



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**BUDGET**

**Funding Distribution EG230172**

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

Funding Title: Puget Sound Nutrient Reduction Grant 2021 Funding Type: Grant  
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 12/31/2025

Funding Source:

Title: Puget Sound Nutrient Reduction

Fund: FD

Type: State

Funding Source %: 100%

Description: The Puget Sound Nutrient Reduction Grant Program provides grants to specific wastewater treatment facilities that discharge to Puget Sound. The grants are provided for planning and/or process efficiencies for meeting requirements of the Puget Sound Nutrient General Permit.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

<b>Puget Sound Nutrient Reduction Grant 2021</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 5,672.00
Nutrient General Permit Implementation	\$ 107,773.00
Cultural Resource Review	\$ 0.00

**Total: \$ 113,445.00**

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### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Puget Sound Nutrient Reduction Grant 2021	0.00 %	\$ 0.00	\$ 113,445.00	\$ 113,445.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 113,445.00</b>	<b>\$ 113,445.00</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

##### Water Quality Puget Sound Nutrient Reduction Grant Special Terms and Conditions

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

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

C. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

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

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

F. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends,

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completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

## **GENERAL FEDERAL CONDITIONS**

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

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

#### EXCLUSION:

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

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

#### REQUIREMENTS:

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

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

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- Receives more than \$30,000 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 Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <<http://www.sam.gov/>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov/>>.

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

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

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

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



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

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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](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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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

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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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#### 16. KICKBACKS

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

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

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

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

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

#### 18. ORDER OF PRECEDENCE

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

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

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

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQPSNR-2021-MaryPW-00001  
Project Title: Puget Sound Nutrient Reduction Grant  
Recipient Name: City of Marysville - Public Works Department

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.

Agreement No: WQPSNR-2021-MaryPW-00001  
Project Title: Puget Sound Nutrient Reduction Grant  
Recipient Name: City of Marysville - Public Works Department

## 27. SUSTAINABLE PRACTICES

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

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

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

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

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

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

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

### b) For Convenience

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

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

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



Agreement No: WQPSNR-2021-MaryPW-00001  
Project Title: Puget Sound Nutrient Reduction Grant  
Recipient Name: City of Marysville - Public Works Department

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Assistant Police Chief Jim Lawless, Police

**ITEM TYPE:** Award Funding

**AGENDA SECTION:** **Consent**

**SUBJECT:** Acceptance of Washington State Criminal Justice Training Commission (WSCJTC) Officer Wellness Grant Funds

**SUGGESTED ACTION:**  
Recommended Motion: I move to accept the Officer Wellness Grant Funds provided by the Washington State Criminal Justice Training Commission in the amount of \$21,274.00 and authorize the Mayor to sign the agreement.

**SUMMARY:**  
The Police Department's Wellness Coordinator applied for Officer Wellness Program grant funding through the Washington State Criminal Justice Training Commission. The WSCJTC accepted that application and awarded the department a total of \$21,274.00 to provide for a variety of physical, mental and financial wellness services for police department members. Those services must be provided, and the outcomes reported by the department by July 10, 2024.

The agreement has been reviewed by the City Attorney's office and approved as to form.

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**ATTACHMENTS:**  
[WSCJTC\\_Officer\\_Wellness\\_Grant\\_Funds\\_062823.pdf](#)

<b>Washington State Criminal Justice Training Commission</b>		WSCJTC Contract No. IA24-027
		Program Index <b>529</b>
<b>This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.</b>		
Contractor Name: <b>City of Marysville Police Department</b>		Contractor Address 501 Delta Ave., Marysville, WA 98270
<b>Contact: Margaret Vanderwalker</b>		
Contact Telephone 360-363-8308		Contact E-Mail <a href="mailto:mvanderwalker@marysvillewa.gov">mvanderwalker@marysvillewa.gov</a>
<b>WSCJTC Contact Information</b>		
Manager of this contract or project. Name and Title.  Susan Rogel, Grants Manager		E-mail Address <a href="mailto:Susan.Rogel@cjtc.wa.gov">Susan.Rogel@cjtc.wa.gov</a>  Telephone <b>206-939-8437</b>
<b>Contract Start Date</b>	<b>Contract End Date</b> June 30, 2024	<b>Contract Maximum Amount</b> \$21,274
<b>Subcontracting Authorized? Y/N</b> Y	<b>Travel Expenses Authorized? Y/N</b> Y	
<b>FOR THE WSCJTC:</b>		<b>FOR THE CONTRACTOR:</b>
Susan Rogel	<i>Susan Rogel</i> 6/27/2023	
Manager	Date	Contractor Business Name City of Marysville Police Department
Brian Elliott	<i>Brian Elliott</i> 6/27/2023	
Department Manager	Date	Date
Monica Alexander	<i>Monica Alexander</i> 6/28/2023	
Executive Director	Date	Contractor signature
Holly White		
WSCJTC Contract Specialist	Date	Print Name & Title Jon Nehring <a href="mailto:jnehring@marysvillewa.gov">jnehring@marysvillewa.gov</a>

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

**You have been funded for Officer services of Estate planning, couples support events, officer in-person mental health wellness check ins, Massage therapy, Yoga, and the MPD family academy for officers.**

**OUTCOMES, REPORTING, AND BILLING TIMELINES:**

**Reporting (Outcome Report) and invoice (A-19 and backup documentations – submitted in one PDF document all together) dates:**

1. October 15, 2023 (July, August, & September)
2. January 15, 2024 (October, November, & December)
3. April 15, 2024 (January, February, & March)
4. July 10, 2024, **FINAL** submission (April, May, & June)

**Required Outcomes to Report on:**

1. **Estate planning, Message, Yoga, - Document activity, attendance and feedback from Officers on usefulness.**
2. **MH Provider – Identify provider and services provided. Document number of sessions and number of officers who attended.**
3. **MPD Family Academy – Identify provider, and services provided. Document number officer families that participated.**
4. **Complete survey of all officers to find out the usefulness of all activities and trainings. Document results of survey in Final report.**

**See “Attachment A” for services funded amounts.**

**Exclusive Agreement.** This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

**Payment.** WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

**Industrial Insurance Coverage.** WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a “non-employee covered worker” and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

**Termination.** No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

**Assignment.** The Contractor may not assign this Contract, or its rights or obligations to a third party.

**Confidentiality.** The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor’s proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

**Disputes.** If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board’s determination shall be final and binding to all parties to this Contract.

**Indemnity.** Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

**Governing Law.** This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

**Rights in Data.** Material created from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

**Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

**Waiver.** A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

**ATTACHMENT A – SERVICES FUNDED AMOUNTS**

Marysville PD	total	\$21,274
	\$8,520	Couples Support Events
	\$2,000	Estate Planning
	\$7,000	In-person MHP Check ins
	\$1,200	Massage
	\$1,200	Yoga
	\$1,354	MPD Family Academy



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Public Works Services Manager Skip Knutsen, Public Works

**ITEM TYPE:** Bid Award

**AGENDA SECTION:** **Review Bids**

**SUBJECT:** Contract Award - Replacement House for Deering Wildflower Acres \*

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the Deering Wildflower Acres Housing contract with Rainproof LLC in the amount of \$358,178.34 and approve a management reserve of \$10,000.00 for a total construction allocation of \$368,178.34.

**SUMMARY:** This contract is for the replacement of the caretaker residence at Deering Wildflower Acres. The former structure, a 1978 mobile home has been removed from the site. The new structure will be 972 square feet, to include 2 bedrooms and 1 bath. The contract includes site preparation, construction, delivery, installation and finishing. This item was included in the 2023 budget request for the Parks Department. Solicitation was conducted through the MRSC Small Works Roster and Rainproof LLC was the sole bidder.

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**ATTACHMENTS:**  
[Deering Wildflower Acres Contract.pdf](#)

**SMALL PUBLIC WORKS CONTRACT  
WITH FACILITY CONSTRUCTION**

**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 Rainproof Contracting, a Limited Liability Company, organized under the laws of the state of Washington, located and doing business at 23002 32<sup>nd</sup> Ave W, Brier WA 98036-8203 (the “Contractor”).

**WHEREAS**, the City desires site development and construction of a manufactured home to serve as a caretaker residence for the Deering Wildflower Park; 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 Deering Wildflower Park Housing 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 20 working days following delivery of the structural components to either the City or the contractor. Working days are administered consistent with the current version of the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municiple Construction on full execution of this contract.

**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 three hundred fifty eight thousand, one hundred seventy eight dollars and thirty four cents (\$358,178.34) 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 the Liquidated Damages Formula below 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.

Liquidated Damages Formula:

$$LD = \frac{0.15 \times C}{T}$$

Where:

- |    |   |  |
|----|---|--|
| LD | = | liquidated damages per working day (rounded to the nearest dollar) |
| C  | = | original Contract amount   |
| T  | = | original time for Physical Completion                              |

SMALL PUB  
Form PW4 Re

**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, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

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)      SC (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.
- iv. Builders Risk insurance covering the interests of the City, the Contractor, subcontractors, and sub-subcontractors in the work. Builders Risk insurance

shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until Final Acceptance of the Project unless otherwise approved by the City in writing.

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.
- iii. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

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, Commercial General Liability, and Builders Risk 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 Builders Risk insurance or 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. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to the Project. 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, Skip Knutsen, and shall be administered for the Contractor by the Contractor's Contract Representative, Mike Coaker. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Skip Knutsen, Public Works Services Manager  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

To Contractor: Mike Coaker  
Rainproof Contracting LLC  
PO Box 2573  
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 6 day of JULY, 2023.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rein Proof contracting, LLC (CONTRACTOR)

By:   
Shawn Coaker (Name)  
Its: member (Title)

Attested/Authenticated:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**ATTACHMENTS:**  
Proposal of Contractor  
Technical Specifications

**EXHIBIT A**  
**Scope of Work**



**MARYSVILLE**  
**PUBLIC WORKS**

**MEMORANDUM**

FROM: Skip Knutsen, Public Works Services Manager

DATE: May 9, 2023

SUBJECT: Deering Wildflower Park Housing

This memorandum outlines the City of Marysville request for proposals for replacement of a previously demolished residential structure at its Deering Wildflower Park, located at 4708 79<sup>th</sup> Ave NE, Marysville, WA 98270, with a new prefabricated or offsite manufactured residential structure. An existing site plan with recently surveyed utility service connections is attached. Project details include:

- Mandatory Site Tour - Tuesday 5/16/2023 at 10:00 AM
- Questions shall be sent via email to both Skip Knutsen ([sknutsen@marysvillewa.gov](mailto:sknutsen@marysvillewa.gov)) and Mark Cardon ([mcardon@marysvillewa.gov](mailto:mcardon@marysvillewa.gov)) no later than 12:00 PM Monday 5/22 to ensure responses will be shared with all firms on Wednesday 5/24.
- **Proposal deadline - before 12:00 PM Thursday 6/1/2023** via email to Mark Cardon at [mcardon@marysvillewa.gov](mailto:mcardon@marysvillewa.gov)

Proposers must be present at the Mandatory Site Tour to register as qualified bidders. There will be no formal bid opening for this project.

Proposal selection will be based upon the following criteria:

1. Responders adherence to desired specifications
2. Price
3. Estimated working days from contract execution to substantial completion

Following city staff's selection of a preferred proposal, staff will coordinate any minor design or equipment modifications followed by final pricing and proposal terms with the preferred contractor.

Proposals for this residential replacement shall address the following pertaining to structure:

- Home style shall be aesthetically compatible within a wooded park and trailhead setting
  - City prefers three (3) proposed home models per proposal
- An estimated and proposed cost for construction, delivery, installation, and finishing necessary for occupancy of a new residential structure that includes an equivalency or comparable specification for:
  - Approximate Dimensions – 24' x 36'
  - Minimum 750sf floor plan, Maximum 1,100sf floor plan, 2 Bedrooms, 1 Bath
  - Energy Star Rating
  - Lap Siding
  - Floor Joists
    - 13' 4" Wide Floors = 2x6 Floor Joists – 16" o.c
    - 15' Wide Floors = 2x8 Floor Joists – 16" o.c
    - 19/32" T&G OSB Floor Decking

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270

- Exterior Walls
  - 2x4 Exterior Walls – 16” o.c
  - 2x3 Interior Walls – 24” o.c
  - Double 2x3 Marriage Line Walls – 24” o.c (multi-section homes)
  - 30# Roof Load – 24” o.c Rafters
- Roof Pitch
  - Multi Section Homes = Nominal 3/12 Roof Pitch
  - Responders may propose 4/12 or other roof pitch to meet the requirement of the desired home design
- Sidewalls
  - 8’ Sidewalls with Flat Ceilings
- Eaves
  - 20’ – 24’ Wide Homes = 16” Eaves All Around – Nominal
  - 26’ 8” Wide Homes = 6” Eaves All Around – Nominal
  - 30’ Wide Homes = 10” Eaves & 6” Endwall – Nominal
- 4/12 Roof with Flat Ceiling
- Standard carpet minimum 25oz in all living and bedroom areas
- 8# Carpet Pad
- Lux Vinyl Sheet flooring in kitchen and bath areas, 3 ½” Baseboard
- Wall Finish – Orange Peel Drywall Texture, Rounded Drywall Corners
- Insulation to be as follows
  - Walls – R21
  - Floor – R33
  - Roof – R40
- Electrical Furnace
- Stainless Steel Appliances to include:
  - Refrigerator
  - Range Good
  - Smooth Top Steel Range
  - Dishwasher
- 40 Gallon Electric Water Heater
- LED Fixtures and bulbs throughout home
- Standard House Fan in Living Area and Master Bedroom
- Standard Countertop and Cabinets
- Proposed floor plans, elevation plans, and at least one oblique rendering or photograph
- Existing water, sewer, & electrical utilities shall be used
- Time is of essence, responders shall provide estimated working days from contract execution to substantial completion

Proposals for this residential replacement shall address the following pertaining to site work:

- Approximate Dimensions 24 X 36
- Applicable Site Drawings and Related Permits
- Required Excavations
- Installation of Full Slab Foundation System
- Skirting Installations
  - Specified as Split faced Block
- Installation of 6 X 6 Wood Deck with Stairs and Gravel Landing for Each Entry
- Utility Trenching – For the Following Applications



- Water – Up to 80 LF
- Power – Up to 80 LF
- Septic – Up to 40 LF
- Installation of Continuous Aluminum or Vinyl Gutter and Downspout Systems
  - To Include Applicable Dispersion from Structure
- Installation of New 200 Amp Meter Panel
- Installation of 80 LF Underground Electrical Conduit to Meter
- Wiring of Water Well System to Meter Panel
- Hook-Up to Existing Septic
- Installation of Vent Dryer Ducting to Exterior
- Plumbing Hot Water Overflow to Exterior

The selected proposal procured by the City must satisfy the City's attached Small Public Works with Facility Construction contract template that includes the following notable terms:

- This effort is considered a "small public work" and shall comply with Washington State requirements.
- Liquidated damages, should completion extend beyond agreed upon working days negotiated for the preferred proposal. Working days are typically non-holiday weekdays where weather conditions do not affect construction. Additional working days are provided at City discretion for weather.
- The Contractor shall apply for and receive all necessary construction permits to accomplish the work. Permit fees are waived/paid for by the City.
  - The following are anticipated: grading, building, plumbing, and electrical.
- Prevailing wages
- Licensed and bonded;
- A payment and performance bond
- A City business license
- Industrial insurance coverage
- Insurance coverage and naming the City additionally insured with the following.
  - Commercial General Liability at \$1 million limit, \$2 million general aggregate, and \$2 million products-completed operations aggregate, and
  - Automobile liability at \$1 million per accident.
  - Builders Risk in the amount of the completed project value with no coinsurance
  - Additional details will be provided to the preferred contractor.
- Not disqualified/debarred from public works contracts

No more than three floor plan design alternatives/proposals will be accepted for review from any individual contractor. Optional features such as surfacing, roofing, fixture types, additional accessories, or similar items should not be included in a base proposal but may be identified as available for the final contracted scope of work. Pricing for options/upgrades shall be included in proposals and may be considered in the City's selection of a preferred proposal.

Proposals will be deemed non-responsive and disqualified from consideration as follows:

- A. If more than three alternatives/proposals are received from a single contractor, all of that contractor's submittals will be deemed non-responsive and disqualified.
- B. Proposals received after the deadline above. It is the submitters' responsibility to ensure receipt and usability of proposals before the deadline.

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Attachments: Sample Contract  
Aerial View of Property  
Sample Home Designs

As part of the request for proposals (RFP) for replacement of a previously demolished residential structure at Deering Wildflower Park, located at 4708 79th Ave NE, Marysville, WA 98270, the City specified that questions may be submitted through 12:00 PM Monday May 22<sup>nd</sup>.

The following questions were submitted:

1. A maximum of 3 proposals for home models will be accepted. What exactly is the City looking for in design and build and what is most important to the City for selection purposes?

Please see Page 1 of the RFP "Home style shall be aesthetically compatible within a wooded park and trailhead" It is further elaborated that siding options may be submitted that will provide for compatibility to the park setting.

In the order of importance, proposals will be evaluated based on Adherence to Desired Specifications, Price and Estimated Working Day to substantial completion.

The City desires a home which firstly meets the minimum specifications of the RFP and secondly is reasonably priced according to the specification.

The RFP is amended to state that up to five home models may be submitted. At least three (3) should be in a lower pricing tier and two (2) may be in a mid-pricing tier. The City does not desire high end models that include costs reflective of amenities or features greatly in excess of the minimum specifications. Proposers are still encouraged to propose construction, delivery, installation and finishing that includes an equivalency or comparable specification to that listed in the RFP.

2. Will the City provide for a progress payment to cover the initial cost of home prior to project completion?
  - a. Yes, see section 4.c of the sample contract. Lump sum pricing will be itemized by the proposer at the time of contracting and incorporated into a payment schedule.
3. Who is responsible to provide for access to the site for delivery of the home?
  - a. The City will provide for removal of the drive gate and to trim back any overhanging trees.
4. What is the estimated timeline for selection and contracting and what are the expectations for project completion?
  - a. Selection – No later than June 7
  - b. Minor Design Changes and Final Pricing and Terms – No later than June 16
  - c. Council Action – July 10
  - d. Contract Award – July 17
  - e. Desired Projection Completion – Not later than Sept 30
5. What are the working days/hours for the project?
  - a. Working hours will be determined at the time of contracting.
6. Is Bid Insurance required
  - a. No



RAINPROOF CONTRACTING, LLC

6/1/23

City of Marysville

Deering Wildflower Park Housing

4708 79<sup>th</sup> Ave NE Marysville, WA 98270

In response to the proposal, please see below:

Excavate and install full concrete slab.

Provide and install Ukiah manufactured home (appx 27' X 36') blocked, leveled and tied down, per manufactures requirements.

Connect new home to water, septic and power.

Provide and install PRV.

Provide and install dryer vent.

Provide and install (2) 6' X 6' (+/-) decks with stairs (one at each entry), with gravel landing.

Connect water-well to power.

Provide and install new 5K continuous aluminum gutter and 2" X 3" downspouts and splash blocks.

\$301, 577. Plus tax.

PO Box 2573, Woodinville, WA 98072  
LICENSED, BONDED & INSURED  
Contractor's License # RAINPCL85404

1. Cambridge Lifetime Architectural Shingles
  - a. <https://www.iko.com/na/residential-roofing-shingles/architectural/cambridge/>
  - b. Color Selection Only, No Cost
2. 6' Sliding Door Option
  - a. \$3,075.50
3. Rear Deck Upgrade (approx. 8'x17')
  - a. \$8,812.00
4. Entry Awning (approx. 6x6)
  - a. \$6,267.00
5. Siding Upgrade
  - a. Hardi Lap Siding with Wood Grain
  - b. Color Options - [https://northwestfactorydirecthomes.com/color-selections/interior-exterior-paint/.](https://northwestfactorydirecthomes.com/color-selections/interior-exterior-paint/)
  - c. \$7,671.00

Total Minor Changes	\$25,825.50
Bid Price	\$301,577.00
Tax @ 9.4%	\$30,775.84
Contract Total	\$358,178.34



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** City Attorney Jon Walker, Legal

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** of the City Council of the City of Marysville, Washington, Amending Chapter 2.35 of the Municipal Code in Regard to the Finance Director and City Clerk Duties

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

**SUMMARY:** With the transfer of the city clerk function to the legal department from the finance department, references to the finance director performing city clerk functions are obsolete and the code should be updated.

---

**ATTACHMENTS:**  
[Finance Ordinance 6-20-23.pdf](#)

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AMENDING CHAPTER 2.35 OF THE MUNICIPAL CODE IN  
REGARD TO THE FINANCE DIRECTOR AND CITY CLERK DUTIES.**

WHEREAS, the city clerk function has been transferred from the finance department to the legal department; and

WHEREAS, references to the finance director performing city clerk functions are obsolete; and

WHEREAS, the municipal code should be updated to reflect these changes.

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

SECTION 1. Chapter 2.35 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 A

## **2.35.010 Position established.**

There is established the position of finance director in and for the city of Marysville. The position is established in lieu of, but with the same powers and responsibilities as, the position of city treasurer.

## **2.35.020 Appointment.**

The mayor shall have the power of appointment and removal of the finance director. Such appointment and removal shall be subject to confirmation by a majority vote of the city council.  
~~A person shall be eligible to serve in the position of finance director concurrently with the position of city clerk.~~

## **2.35.030 Powers and duties.**

The powers, duties and responsibilities of the finance director shall be subject to the direction, authority and supervision of the city administrator, and shall include, without limitation, the following:

- (1) Receive and safely keep all money which comes into the city treasury, and follow all laws of the state of Washington regarding the accountability therefor;
- (2) Keep such books, accounts and make such reports as may be required by the division of municipal corporations of the office of the state auditor;
- (3) Exercise the duties and authority of city treasurer as provided in RCW 35A.42.010, as applicable to the city;
- (4) Exercise the duties and authority of auditing officer as provided in RCW 42.24.080, as applicable to the city;
- ~~(5) In the absence of the city clerk and the deputy city clerk, if any, to perform all the duties of the city clerk as provided by law.~~

## **2.35.040 Deputy finance director.**

A deputy finance director may be appointed by the city administrator. In the absence of the finance director, the deputy shall have all the powers, duties and authority of the finance director.

## **2.35.050 Oath of office.**

The finance director, before entering upon the discharge of his/her duties, shall take and subscribe an oath of office.

**2.35.055 Blanket bond coverage.**

The finance director, before entering upon the discharge of his/her official duties, shall enter into an individual faithful performance bond in the amount of not less than \$10,000 with a surety approved by the mayor. The premium on such individual faithful performance bond shall be paid by the city.

**2.35.060 Salary.**

The finance director shall receive a salary in such amount as the city council may from time-to-time establish by ordinance.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** City Attorney Jon Walker, Legal

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** of the City Council of the City of Marysville, Washington, Amending Chapter 2.30 of the Municipal Code in Regard to the City Clerk

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.

**SUMMARY:** With the transfer of the city clerk function to the legal department from the finance department references to the finance director and deputy finance director are obsolete and the code should be updated.

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**ATTACHMENTS:**  
[Clerk Ordinance 6-20-23.pdf](#)

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AMENDING CHAPTER 2.30 OF THE MUNICIPAL CODE IN  
REGARD TO THE CITY CLERK.**

WHEREAS, the city clerk function has been transferred from the finance department to the legal department; and

WHEREAS, references to the finance director and deputy finance director are obsolete; and

WHEREAS, the municipal code should be updated to reflect these changes.

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

SECTION 1. Chapter 2.30 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 A

## 2.30.010 Position established.

There is established the office of city clerk in and for the city of Marysville.

## 2.30.020 Appointment.

The mayor shall have the power of appointment and removal of the city clerk. Such appointment and removal shall be subject to confirmation by a majority vote of the city council. ~~A person may be eligible for such appointment concurrently with serving in the position of finance director.~~

## 2.30.030 Powers and duties.

The powers, duties and responsibilities of the city clerk shall be subject to the direction, authority and supervision of the chief administrative officer, and shall include, without limitation, the following:

(1) Keep a full and true record of every act and proceeding of the city council and keep such books, accounts and make such reports as may be required by the Division of Municipal Corporations of the Office of the State Auditor;

(2) Record all ordinances passed by the city council, annexing thereto his certificate giving the number and title of the ordinance, stating the ordinance was published and posted according to law and that the record is a true and correct copy thereof;

(3) Act as custodian of the seal of the city of Marysville, and exercise the authority to acknowledge the execution of all instruments by the city requiring such acknowledgment;

(4) Perform all duties specified in RCW 35A.42.040 as applicable;

~~(5) In the event of the absence of the finance director and the deputy finance director, if any, to perform the duties of those offices as provided by law.~~

## 2.30.040 Deputy city clerk.

The city clerk may appoint one or more deputy city clerks. ~~In the absence of the city clerk, the deputy or deputies who~~ shall have all the powers, duties, and authorities of the city clerk except the power to appoint a deputy city clerk.

## 2.30.050 Oath of office.

The city clerk, before entering upon the discharge of his/her duties, shall take and subscribe an oath of office.

**2.30.055 Blanket bond coverage.**

The city clerk, before entering upon the discharge of his/her official duties, shall enter into an individual faithful performance bond in the amount of not less than \$10,000 with a surety approved by the mayor. The premium on such individual faithful performance bond shall be paid by the city.

**2.30.060 Salary.**

The city clerk shall receive a salary in such amount as the city council may from time to time establish by ordinance.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** CD Director Haylie Miller, Community Development

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** Relating to Land Use, Engineering, Construction, and Building Fee Updates

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No.\_\_\_\_\_.



**SUMMARY:**

The City of Marysville has initiated a review of development related fees for land use planning, building and public works reviews. The City's fees have not been updated since 2009. The City hired FCS Group to assist with the cost-of-service and fee study analysis. The fees, as proposed, will cover the labor and non-labor resources devoted to development reviews. Please note, not all individual fees will be increased by this percentage. Depending on the existing fee versus the cost recovery rates, various fees will be decreased, slightly increased or significantly increased in order to recover the cost of review. Public Works review fees will need to increase significantly to cover costs while land use and building fees will need to increase moderately to cover costs.

The cost recovery for each of the three divisions (Building, Planning and Public Works) are shown below.

Based on the analysis:

The Building Division is currently recovering 60% of the cost-of-service based on revenue generated from 2016 to 2020.

The Planning Division is recovering more of its expenditures with a cost of recovery rate of 80%.

The Public Works Division is recovering the least amount of expenditures with a cost of recovery rate of 13%.

By adjusting the current fees to cost-of-service based fees, and by adding a 3% inflation rate to the fees each year, the City is expected to achieve 100% cost recovery as shown in Exhibit 1.

City staff selected seven neighboring Cities to compare Marysville's proposed cost recovery rates as shown in Exhibit 2 and Exhibit 3. In general, all Cities (with the exception of Lake Stevens), have higher permit fees rates than Marysville. Lake Stevens appears to be the closest comparison to Marysville.

Based on State law, the City may not charge fees in excess of the global cost recovery rate for permit services. However, the City may, as a policy decision, reduce certain fees if desired.

Staff proposes that the 100% cost recovery rates be implemented in order to progress Marysville to more comparable rates to Lake Stevens. Additionally, staff recommends that certain rates (such as the pre application fee rate) be offered at a lower price for applicants.

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**ATTACHMENTS:**

[1 Fee Study Ordinance - Final 7-10-23.pdf](#)

2 City fee comparisons - building code fees updated.docx.pdf

3 City fee comparisons " land use, engineering.pdf  
City of Marysville - Fee Study slides.pptx

**CITY OF MARYSVILLE  
Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
RELATING TO UPDATES TO LAND USE, ENGINEERING,  
CONSTRUCTION AND BUILDING CODE FEES AND ASSOCIATED  
AMENDMENTS TO MUNICIPAL CODE SECTIONS, 22G.030.010,  
22G.030.020, 16.04.045, 16.08.075, 16.12.020, 16.28.015 and  
22D.050.020**

**WHEREAS**, the City of Marysville has not updated its land use, engineering, construction and building code fees (“fees”) since 2009; and

**WHEREAS**, fees should be based on the actual cost to the City to review and issue the various permits and the fees in this ordinance were derived from a fee study conducted by the City and its consultant; and

**WHEREAS**, the cost of reviewing and issuing permits increases in proportion to increases in the consumer price index and the cost of living and the ordinance assumes a conservative two percent (3%) increase each year; and

**WHEREAS**, this ordinance does not include revisions to utility connection or impact fees; and

**WHEREAS**, the fees shall be reviewed by the City a minimum of every five years to analyze fee rates as compared to the cost of service associated with permit reviews; and

**WHEREAS**, during the public meeting on July 10, 2023 the City Council discussed potential amendments related Title 16 Building of the Marysville Municipal Code; and

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

**Section 1. Amendment of Municipal Code Section 22G.030.010.** MMC Section 22G.030.010, entitled Purpose, is hereby amended as set forth in **Exhibit A.**

**Section 2. Amendment of Municipal Code 22G.030.020.** MMC Section 22G.030.020, entitled General Fee Structure is hereby amended as set forth in **Exhibit B.**

**Section 3. Amendment of Municipal Code Section 16.04.045.** MMC Section 16.04.045, entitled Sections 109 and 109.2 amended – IBC and IRC Fee Table 1-A and Table A-J-A adopted and amended by reference, is hereby amended as set forth in **Exhibit C.**

**Section 4. Amendment of Municipal Code Section 16.08.075.** MMC Section 16.08.075, entitled Table 1-A adopted – Schedule of fees and refunds, is hereby amended as set forth in **Exhibit D.**

**Section 5. Amendment of Municipal Code Section 16.12.020.** MMC Section 16.12.020, Table 1-A adopted – Schedule of fees and refunds, is hereby amended as set forth in **Exhibit E.**

**Section 6. Amendment of Municipal Code Section 16.28.015.** MMC Section 16.28.015, entitled Fee schedule adopted and refunds, is hereby amended as set forth in **Exhibit F.**

**Section 7. Amendment of Municipal Code Section 22D.050.020.** MMC Section 22D.050.020, entitled clearing and grading permit, is hereby amended as set forth in **Exhibit G.**

**Section 8. 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 9. 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 10. Effective Date.** This ordinance shall become effective on October 1, 2023 of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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: \_\_\_\_\_  
October 1, 2023

## Exhibit A

### **22G.030.010 Purpose.**

The purpose of this chapter is to establish a comprehensive schedule of fees for various applications and permits authorized pursuant to MMC Title [22](#).

It is also the purpose of this chapter to consolidate the various fees ~~for applications into one single chapter and to provide for a schedule of fees which make it possible to locate and identify within one section of the city's code the applicable fees for certain applications and permits.~~

## Exhibit 2

### 22G.030.020 General fee structure.

- (1) The city shall review and adjust fees as necessary every five years based on the cost of fee service.
- (2) The community development department is authorized to charge and collect the following fees:

Type of Activity	<u>2024 Fees</u>	<u>2025 Fees</u>	<u>2026 Fees</u>	<u>2027 Fees</u>	<u>2028 Fees</u>
<b>Land Use Review Fees</b>					
Administrative approval (bed and breakfast, <del>accessory dwelling unit, zoning verification letter, or similar request</del> )	<del>\$250.00</del> <u>251</u>	<u>\$259</u>	<u>\$267</u>	<u>\$275</u>	<u>\$283</u>
Annexation:					
Under 10 acres	<del>\$250.00</del> <u>7,524</u>	<u>\$7,750</u>	<u>\$7,983</u>	<u>\$8,222</u>	<u>\$8,469</u>
Over 10 acres	<del>\$750.00</del> <u>10,031</u>	<u>\$10,332</u>	<u>\$10,642</u>	<u>\$10,961</u>	<u>\$11,290</u>
Appeal ( <u>quasi-judicial</u> ):					
For activity that requires a hearing for the primary project action. All appeal fees include the hearing examiner fee.	<del>\$250.00</del>				
	<u>\$1,000</u>	<u>\$1,030</u>	<u>\$1,061</u>	<u>\$1,092</u>	<u>\$1,125</u>
<u>For residential properties with 1-9 lots and/or units or; commercial properties that are 0-1 acres in size.</u>	<u>\$1,750</u>	<u>\$1,803</u>	<u>\$1,857</u>	<u>\$1,912</u>	<u>\$1,970</u>
<u>For residential properties with 10-20 lots and/or units or; commercial properties that are 1.01-3 acres in size.</u>	<u>\$2,500</u>	<u>\$2,5750</u>	<u>\$2,652</u>	<u>\$2,731</u>	<u>\$2,814</u>
<u>For residential properties greater than 21 lots and/or units or; commercial properties greater than 3 acres in size.</u>					
For activity that would not have required a hearing for the primary action	<u>\$500.00</u>				

Type of Activity	2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
Appeals (administrative)	<del>\$250.00</del> <u>500</u>	<u>\$515</u>	<u>\$530</u>	<u>\$546</u>	<u>\$563</u>
Boundary line adjustment (up to two lots)	<del>\$500.00</del> <u>\$1,003 for two lots plus \$250 each additional lot</u>	<u>\$1,033 for two lots plus \$258 each additional lot</u>	<u>\$1,064 for two lots plus \$266 each additional lot</u>	<u>\$1,096 for two lots plus \$274 each additional lot</u>	<u>\$1,129 for two lots plus \$282 each additional lot</u>
Comprehensive plan amendment:					
Map amendment with rezone (under 5 acres)	<del>\$2,500</del> <u>3,261</u>	<u>\$3,359</u>	<u>\$3,460</u>	<u>\$3,564</u>	<u>\$3,671</u>
Map amendment with rezone (over 5 acres)	<del>\$5,000</del> <u>4,012</u>	<u>\$4,132</u>	<u>\$4,256</u>	<u>\$4,384</u>	<u>\$4,516</u>
Text Amendment	<del>\$500.00</del> <u>2,445</u>	<u>\$2,518</u>	<u>\$2,594</u>	<u>\$2,672</u>	<u>\$2,752</u>
Conditional use permit (administrative):					
Residential, group residence or communication facility	<del>\$1,000 + \$100.00</del> <u>\$2,006 for each unit</u>	<u>\$2,066</u>	<u>\$2,128</u>	<u>\$2,192</u>	<u>\$2,258</u>
Group residence or communication facility	<u>\$2,500</u>				
Commercial (including RV park, churches)	<del>\$3,500</del> <u>2,759</u>	<u>\$2,842</u>	<u>\$2,927</u>	<u>\$3,015</u>	<u>\$3,105</u>
Conditional use permit (public hearing)	<del>Administrative fee + \$1,500</del> <u>\$2,508 plus the Hearing Examiner</u>	<u>\$2,583 plus the Hearing Examiner</u>	<u>\$2,660 plus the Hearing Examiner</u>	<u>\$2,740 plus the Hearing Examiner</u>	<u>\$2,822 plus the Hearing Examiner</u>
Critical areas review:					
Under 0.50 acre	<del>\$250.00</del> <u>534*</u>	<u>\$550*</u>	<u>\$567*</u>	<u>\$584*</u>	<u>\$602*</u>
0.51 – 2 acres	<del>\$500.00</del> <u>784*</u>	<u>\$808*</u>	<u>\$832*</u>	<u>\$857*</u>	<u>\$883*</u>
2.01 – 10 acres	<del>\$1,500</del> <u>1,034*</u>	<u>\$1,065*</u>	<u>\$1,097*</u>	<u>\$1,130*</u>	<u>\$1,164*</u>
10.01 – 20 acres	<del>\$2,500</del> <u>1,284*</u>	<u>\$1,323*</u>	<u>\$1,363*</u>	<u>\$1,404*</u>	<u>\$1,446*</u>
20.01 – 50 acres	<del>\$3,500</del> <u>1,536*</u>	<u>\$1,582*</u>	<u>\$1,629*</u>	<u>\$1,678*</u>	<u>\$1,728*</u>
50.01+ acres	<del>\$5,000</del> <u>1,913*</u>	<u>\$1,970*</u>	<u>\$2,029*</u>	<u>\$2,090*</u>	<u>\$2,153*</u>
<u>*Peer review costs for all critical areas reviews will also be charged in addition to the fees noted above, if applicable.</u>					



Type of Activity	2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
EIS preparation and review	All direct, indirect costs and materials (\$135.00/hour for staff time) <u>\$10,031</u>	<u>\$10,332</u>	<u>\$10,642</u>	<u>\$10,961</u>	<u>\$11,290</u>
Public Hearing/Hearing Examiner cost  Hearing examiner costs typically range from \$800 - \$2,800 depending on the complexity of the project.	Cost as billed by the hearing examiner				
Lot status determination:  Readily verifiable with documents submitted by applicant	<del>\$50.00</del> <u>282</u>	<u>\$290</u>	<u>\$299</u>	<u>\$308</u>	<u>\$317</u>
Requires research and detailed document evaluation and confirmation	<del>\$200.00</del> <u>534</u>	<u>\$550</u>	<u>\$567</u>	<u>\$584</u>	<u>\$602</u>
Modifications:  Minor	<del>\$500.00</del> <u>2,540</u>	<u>\$2,616</u>	<u>\$2,694</u>	<u>\$2,775</u>	<u>\$2,858</u>
Major	<u>\$500.00 or 30 percent of the applicable land use review fee, whichever is greater (excludes any lot or unit fee)</u> <u>The minor modification fees, or 80 percent of the original land use review fee, whichever is greater.</u>				
Miscellaneous reviews not otherwise listed	<del>\$120</del> <u>125.00/hour</u>	<u>\$129/hour</u>	<u>\$133/hour</u>	<u>\$137/hour</u>	<u>\$141/hour</u>
Preapplication review fee	<del>\$350.00</del> <u>900 (fee will be credited upon application submittal if filed within 90 days of the preapplication meeting)</u>	<u>\$927</u>	<u>\$955</u>	<u>\$983</u>	<u>\$1,043</u>
Public Notice Fee: Per notice (includes land use sign, posting, mailings, publishing and staff time)	<u>\$200</u>	<u>\$206</u>	<u>\$212</u>	<u>\$225</u>	<u>\$232</u>
Rezone-	<u>\$2,508</u>	<u>\$2,583</u>	<u>\$2,660</u>	<u>\$2,740</u>	<u>\$2,822</u>

Type of Activity	2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
Commercial (plus site plan charges if combined with project level review)	\$2,500				
PRD and mixed use overlay (plus site plan or subdivision charges)	\$2,500				
SEPA checklist:	<u>\$753</u>	<u>\$776</u>	<u>\$799</u>	<u>\$823</u>	<u>\$848</u>
Residential (1 – 9 lots or dwelling units)	\$350.00				
Residential (10 – 20 lots or dwelling units)	\$500.00				
Residential (21 – 100 lots)	\$1,000				
Residential (greater than 100 lots or units)	\$1,500				
Commercial/industrial (0 – 2 acres)	\$350.00				
Commercial/industrial (2 – 20 acres)	\$750.00				
Commercial/industrial (greater than 20 acres)	\$1,500				
Shoreline permit (administrative review)	<del>\$1,000</del> <u>2,508</u>	<u>\$2,583</u>	<u>\$2,660</u>	<u>\$2,740</u>	<u>\$2,822</u>
Shoreline permit, shoreline conditional use permit, or shoreline variance permit with public hearing	<u>\$2,508 plus the Hearing Examiner fee</u>	<u>\$2,583 plus the Hearing Examiner fee</u>	<u>\$2,660 plus the Hearing Examiner fee</u>	<u>\$2,740 plus the Hearing Examiner fee</u>	<u>\$2,822 plus the Hearing Examiner fee</u>
Site plan review (commercial, multifamily, PRD, master plan) <u>this rate does not apply to subdivisions:</u>					
Under 0.50 acre	<del>\$500.00</del> <u>1,756</u> plus \$50.00/lot or unit	<u>\$1,809 plus \$50/unit</u>	<u>\$1,863 plus \$50/unit</u>	<u>\$1,919 plus \$50/unit</u>	<u>\$1,977 plus \$50/unit</u>
0.51 – 2 acres	<del>\$750.00</del> <u>2,258</u> plus \$50.00/lot or unit	<u>\$2,326 plus \$50/unit</u>	<u>\$2,396 plus \$50/unit</u>	<u>\$2,468 plus \$50/unit</u>	<u>\$2,542 plus \$50/unit</u>
2.01 – 10 acres	<del>\$2,000</del> <u>3,010</u> plus \$50.00/lot or unit	<u>\$3,100 plus \$50/unit</u>	<u>\$3,193 plus \$50/unit</u>	<u>\$3,289 plus \$50/unit</u>	<u>\$3,388 plus \$50/unit</u>
10.01+ – 20 acres	<del>\$5,000</del> <u>3,762</u> plus	<u>\$3,875 plus \$50/unit</u>	<u>\$3,991 plus \$50/unit</u>	<u>\$4,111 plus \$50/unit</u>	<u>\$4,234 plus \$50/unit</u>

Type of Activity	2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
20.01+ acres	<del>\$4550.00</del> /lot or unit \$7,500 + \$40/lot or unit				
Site/subdivision plan review (with utility availability for county projects):					
Under 0.50 acre	<del>\$500.00</del> 1,505	\$1,550	\$1,597	\$1,645	\$1,694
0.51 – 2 acres	<del>\$750.00</del> 2,006	\$2,066	\$2,128	\$2,192	\$2,258
2.01 – 10 acres	<del>\$2,000</del> 3,010	\$3,100	\$3,193	\$3,289	\$3,388
10.01 plus acres	<del>\$5,000</del> 4,012	\$4,132	\$4,256	\$4,384	\$4,516
Subdivisions:					
Preliminary binding site plan (commercial, industrial)	<del>\$5,000</del> 4,012 plus \$100.00/lot or unit	\$4,132 plus \$100/lot or unit	\$4,256 plus \$100/lot or unit	\$4,384 plus \$100/lot or unit	\$4,516 plus \$100/lot or unit
Preliminary plat	<del>\$5,000</del> 4,012 plus \$100.00/lot or unit	\$4,132 plus \$100/lot or unit	\$4,256 plus \$100/lot or unit	\$4,384 plus \$100/lot or unit	\$4,516 plus \$100/lot or unit
Preliminary short plat	<del>\$3,000</del> 3,010 plus \$100.00/lot or unit	\$3,100 plus \$100/lot or unit	\$3,193 plus \$100/lot or unit	\$3,289 plus \$100/lot or unit	\$3,388 plus \$100/lot or unit
Final binding site plan, plat or short plat	<del>\$1,000</del> 1,254 plus \$100.00/lot or unit	\$1,292 plus \$100/lot or unit	\$1,331 plus \$100/lot or unit	\$1,371 plus \$100/lot or unit	\$1,412 plus \$100/lot or unit
Subdivision time extension requests	<del>\$200.00</del> 187	\$193	\$199	\$205	\$211
Temporary use permit	<del>\$50.00</del> \$627	\$646	\$665	\$685	\$706
Transitory accommodations permit	<del>\$500.00</del> \$5,016	\$5,166	\$5,321	\$5,481	\$5,645
Variance (quasi-judicial decision – zoning, utility)	<del>\$500.00</del> 1,034	\$1,065	\$1,097	\$1,130	\$1,164
Zoning code text amendment	<del>\$500.00</del> 1,034	\$1,065	\$1,097	\$1,130	\$1,164
Fast-track overtime (when authorized by both the department and applicant, for project reviews prioritized on overtime basis)	\$165.00/hour for overtime worked, in addition to regular project review fees				

Type of Activity	2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
<b>Engineering Review Fees and Grading Fees and Construction Inspection Fees</b>					
Engineering construction plan review:					
Early Grade (EG) – site grading only. No utility plans.	\$600 plus \$130/hour with a \$500 deposit*	\$618 plus \$134/hour with a \$500 deposit*	\$636 plus \$138/hour with a \$500 deposit*	\$655 plus \$142/hour with a \$500 deposit*	\$675 plus \$146/hour with a \$500 deposit*
Land Disturbing Activity (LDA) - Residential/ <del>M</del> multiple residential/commercial/industrial (applies to all engineering reviews including: full/partial plan sets, roads, drainage, utilities and associated grading.	\$976 plus \$130/hour with a \$2,000 deposit*	\$1,005 plus \$134/hour with a \$2,000 deposit*.	\$1,035 plus \$138/hour with a \$2,000 deposit*.	\$1,066 plus \$142/hour with a \$2,000 deposit*	\$1,098 plus \$146/hour with a \$2,000 deposit*.
*The average review time for engineering construction plan review ranges from 10 to 30 hours depending on the nature of the project and the quality of the submittal. The deposit is required at time of submittal. Remaining balance owed prior to issuance.					
Residential (full plan sets – roads, drainage, utilities)	\$225.00/lot or unit (for duplex or condominium projects), \$2,000 minimum for first two reviews, \$120.00/hour for each subsequent review				
Residential (partial construction review – i.e., utilities, grading)	\$100.00/lot or unit (for duplex or condominium projects), \$1,000 minimum for first two reviews				
Multiple residential/commercial/industrial	\$250.00 administrative				

Type of Activity	2024 Fees	2025 Fees	2026 Fees	2027 Fees	2028 Fees
	<del>base fee +</del> \$135.00/hour				
Engineering, design and development standards modifications/variances (administrative)	\$250.00 <del>714</del>	\$735	\$757	\$780	\$803
Miscellaneous reviews not otherwise listed, and hourly rate from January 1, 2005, for projects initiated prior to 2005 (prior rates charged for hours worked prior to 2005)	\$120.00 <del>130/hour</del>	\$134/hour	\$138/hour	\$142/hour	\$146/hour
Fast-track overtime (when authorized by both the department and applicant, for project reviews prioritized on overtime basis)	\$165.00/hour for overtime worked, in addition to regular project review fees				
<b>Construction Inspection Fees</b>					
Security for performance/security for maintenance fee <u>Inspection for security release</u>	\$20.00 <del>260</del> /lot or unit, with a minimum amount being \$25 <del>60.00</del>	\$268/lot or unit, with a minimum amount being \$268	\$276/lot or unit, with a minimum amount being \$276	\$284/lot or unit, with a minimum amount being \$284	\$292/lot or unit, with a minimum amount being \$292
Inspection for water, sewer, storm, street improvements associated with approved residential construction plans	\$25 <del>60.00</del> /lot or unit (for duplex or condominium projects), \$2,000 minimum	\$268/lot or unit (for duplex or condominium projects), \$2,000 minimum	\$276/lot or unit (for duplex or condominium projects), \$2,000 minimum	\$284/lot or unit (for duplex or condominium projects), \$2,000 minimum	\$292/lot or unit (for duplex or condominium projects), \$2,000 minimum
Inspection for utilities only (residential)	\$520 plus \$100.00 <del>260</del> /lot or unit for inspections that exceed four hours (for duplex or condominium projects), \$1,000 minimum	\$536 plus \$268/lot or unit for inspections that exceed four hours (for duplex or condominium projects).	\$552 plus \$276/lot or unit for inspections that exceed four hours (for duplex or condominium projects).	\$568 plus \$284/lot or unit for inspections that exceed four hours (for duplex or condominium projects).	\$584 plus \$292/lot or unit for inspections that exceed four hours (for duplex or condominium projects).
Multiple residential/commercial/industrial	\$250.00 administrative base fee plus \$135.00/hour	\$134/hour with a \$2,500 deposit *	\$138/hour with a \$2,500 deposit *	\$142/hour with a \$2,500 deposit *	\$146/hour with a \$2,500 deposit *

<b>Type of Activity</b>	<b><u>2024 Fees</u></b>	<b><u>2025 Fees</u></b>	<b><u>2026 Fees</u></b>	<b><u>2027 Fees</u></b>	<b><u>2028 Fees</u></b>
*The deposit is required prior to issuance of construction permit. The remaining balance for inspection hours (based on time spent) is due prior to project acceptance).	\$130/hour with a \$2,500 deposit *				
Right-of-way permit	<del>\$250.00</del> 648	\$667	\$687	\$708	\$729
Miscellaneous reviews and inspections not otherwise listed, and hourly rate from January 2005 for projects initiated prior to 2005 (prior rates charged for hours worked prior to 2005)	<del>\$120</del> 130.00/hour	\$134	\$138	\$142	\$146
Fast-track overtime (when authorized by both the department and applicant, for project reviews and inspections prioritized on overtime basis)	\$165.00/hour for overtime worked, in addition to regular project inspection fees				
<b>Impact Fee Administration Charge</b>					
School impact fee administrative charge	<del>\$50.00</del> 63/single-family or duplex, or \$100.00 125/apartment building	<del>\$65</del> /single-family or duplex, or \$129/apartment building	<del>\$67</del> /single-family or duplex, or \$133/apartment building	<del>\$69</del> /single-family or duplex, or \$137/apartment building	<del>\$71</del> /single-family or duplex, or \$141/apartment building

### Exhibit 3

## 16.04.045 Sections 109.2 and 109.23 amended – IBC and IRC Fee Table 1-A and Table A-J-A Appendix L adopted and amended by reference.

(1) The schedules of fees adopted in ~~Table 1-A Appendix L~~ titled “~~Building Permit Fees~~” and ~~Table A-J-A~~ titled “~~Grading Plan Review Fees and Grading Permit Fees~~” are is hereby adopted.

#### ~~TABLE 1-A INTERNATIONAL BUILDING AND RESIDENTIAL CODES~~

#### ~~Table 1-A – Building Permit Fee~~

#### Appendix J L Fee Table – Permit Fees

#### Building permit fees (based on valuation)

The fees for building permits are per ~~Table No. 1-A Fee Table~~ of the 2018 IBC/IRC, as adopted by the city council, and are based on the valuation of the work being performed.

Total Valuation	Fee
\$1.00 to \$500.00	\$50.00
\$501.00 to \$2,000.00	\$50.00 <del>\$100.00</del> <u>112*</u> for the first \$500.00 plus <del>\$3.05</del> <u>97*</u> for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	<del>\$69.25</del> <u>171.55*</u> for the first \$2,000.00 plus <del>\$14.00</del> <u>18.20*</u> for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	<del>\$391.25</del> <u>590.15*</u> for the first \$25,000.00 plus <del>\$10.10</del> <u>13.13*</u> for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	<del>\$643.75</del> <u>918.40*</u> for the first \$50,000.00 plus <del>\$7.00</del> <u>9.10*</u> for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	<del>\$993.75</del> <u>1,373.40*</u> for the first \$100,000.00 plus <del>\$5.60</del> <u>7.28*</u> for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	<del>\$3,233.75</del> <u>4,285.40*</u> for the first \$500,000.00 plus <del>\$4.75</del> <u>6.18*</u> for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.00 and up	<del>\$5,680.75</del> <u>7,375.40*</u> for the first \$1,000,000.00 plus <del>\$3.65</del> <u>4.75*</u> for each additional \$1,000.00, or fraction thereof

\*This fee represents the 2024 rate and shall increase by 3% each year through 2028.

- (2) (a) Plan review fees (~~paid at the time of submitting plans~~) equal to 65% of the building permit fees.
- (b) Reinspection fees for called inspections when access is not provided or work is not ready will be charged for one hour\* of staff time. : \$75.00 under IBC/IRC Sections 109.
- (c) Revision fees for additional plan review or inspections when the work authorized by permit will be charged for one hour\* of staff time. : changes: \$75.00 per Table 1-A under IBC/IRC Sections 109 (minimum charge – one hour).
- (d) Inspections for which no fee is specifically indicated will be charged for per hour\* of staff time. : (minimum charge – one hour): \$75.00 per hour.
- (3) Building valuation shall be based on the building valuation data sheet contained within ~~each year's~~ the May February 2023 issue of the “Building Safety Journal” magazine Building Valuation Data published by the International Code Council (ICC), ~~including “The Cost Modifier of 1.029,”~~ on file with the city building official.
- (4) Decks, carports (open on three sides), ramps, unheated sunrooms, covered porches and stairs are assessed ~~at \$15.0030 per square foot per submittal.~~ per the February 2023 Building Valuation Data.
- (5) Unfinished basements (no heat, insulation and/or sheetrock) are assessed ~~at \$40.00 per square foot.~~ per the February 2023 Building Valuation Data.
- (6) Single-wide mobile homes (2 hours\*) \$200.00, double-wide (3 hours\*) \$300.00 for permit base fee.
- (7) State Building Code Council surcharge fee: ~~\$64.50~~ per building permit, plus \$2.00 each dwelling unit and \$25 for commercial building permits.
- (8) For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a ~~rate of \$75.00~~ rate per hour\* rate with a minimum fee of one hour\* at \$75.00.

\*Hourly rates (per hour) for the building division will increase 2% each year as shown below.

<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$112	\$115	\$119	\$122	\$126

Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**TABLE A-J-A INTERNATIONAL BUILDING CODE 2018**

**GRADING PLAN REVIEW FEES**



50 cubic yards (38.2 m <sup>3</sup> ) or less, when located in a designated critical area	\$100.00
51 to 100 cubic yards (40m <sup>3</sup> to 76.5 m <sup>3</sup> )	\$120.00
101 to 1,000 cubic yards (77.2 m <sup>3</sup> to 764.6 m <sup>3</sup> )	\$160.00
1,001 to 10,000 cubic yards (765.3 m <sup>3</sup> to 7,645.5 m <sup>3</sup> )	\$200.00
10,001 to 100,000 cubic yards (7,646.3 m <sup>3</sup> to 76,455 m <sup>3</sup> ) — \$300.00 for the first 10,000 cubic yards (7,645.5 m <sup>3</sup> ) plus \$40.00 for each additional 10,000 cubic yards (7,645.5 m <sup>3</sup> ) or fraction thereof.	
100,001 to 200,000 cubic yards (76,456 m <sup>3</sup> to 152,911 m <sup>3</sup> ) — \$300.00 for the first 100,000 cubic yards (76,455 m <sup>3</sup> ), plus \$60.00 for each additional 10,000 cubic yards (7,645.5 m <sup>3</sup> ) or fraction thereof.	
200,001 cubic yards (152,912 m <sup>3</sup> ) or more — \$500.00 for the first 200,000 cubic yards (152,911 m <sup>3</sup> ), plus \$100.00 for each additional 10,000 cubic yards (7,645.5 m <sup>3</sup> ) or fraction thereof.	
Other Fees:	
1. Additional plan review required by changes, additions or revisions to approved plans (minimum charge — one hour): \$75.00 per hour.	
2. Clearing plan review as specified under MMC <a href="#">19.28.020</a> : \$75.00 per hour.*	

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a rate of \$75.00 per hour with a minimum fee of one hour at \$75.00.\*

#### GRADING PERMIT FEES

Base permit fee	\$100.00
50 cubic yards (38.2 m <sup>3</sup> ) or less, when located in a designated critical area	\$120.00
51 to 100 cubic yards (40 m <sup>3</sup> to 76.5 m <sup>3</sup> )	\$160.00
101 to 1,000 cubic yards (77.2 m <sup>3</sup> to 764.6 m <sup>3</sup> ) — \$200.00 for the first 100 cubic yards (76.5 m <sup>3</sup> ) plus \$20.00 for each additional 100 cubic yards (76.5 m <sup>3</sup> ) or fraction thereof.	
1,001 to 10,000 cubic yards (765.3 m <sup>3</sup> to 7,645.5 m <sup>3</sup> ) — \$300.00 for the first 1,000 cubic yards (764.6 m <sup>3</sup> ), plus \$40.00 for each additional 1,000 cubic yards (764.6 m <sup>3</sup> ) or fraction thereof.	
10,001 to 100,000 cubic yards (7,646.3 m <sup>3</sup> to 76,455 m <sup>3</sup> ) — \$500.00 for the first 10,000 cubic yards (7,645.5 m <sup>3</sup> ), plus \$60.00 for each additional 10,000 cubic yards (7,645.5 m <sup>3</sup> ) or fraction thereof.	
100,001 cubic yards (76,456 m <sup>3</sup> ) or more — \$500.00 for the first 100,000 cubic yards (76,455 m <sup>3</sup> ), plus \$80.00 for each additional 10,000 cubic yards (7,645.5 m <sup>3</sup> ) or fraction thereof.	
Other Inspections and Fees:	

1. Inspections outside of normal business hours (minimum charge — one hour)	\$75.00 per hour*
2. Re-inspection fees assessed under provisions of IBC Section 108.8	\$75.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge — one hour)	\$75.00 per hour*
4. Clearing permit fees as specified under MMC <a href="#">19.28.020</a> or	\$75.00 per hour*

-

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a rate of \$75.00 per hour with a minimum fee of one hour at \$75.00.\*

## Exhibit 4

### 16.08.075 ~~Table 1-A adopted~~ – 104.5 amended Schedule of fees and refunds.

The schedule of fees specified in ~~Table 1-A~~ 104.5 entitled “Plumbing Permit Fees” is hereby adopted.

Section ~~103.4.5~~ 104.5.3 amended – Refunds.

The building official may authorize refunding of not more than 70 percent of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

#### ~~Table 1-A Uniform Plumbing Code 2018~~

#### ~~UPC Table 1-A – Plumbing Permit Fees~~

#### 2018 Uniform Plumbing Code Table 104.5, amended

#### Permit Issuance

- |    |   |                                    |
|----|---|------------------------------------|
| 1. | For issuing each permit                         | \$ <del>50.00</del> <u>1 hour*</u> |
| 2. | <del>For issuing each supplemental permit</del> | <del>\$30.00</del>                 |

#### Unit Fee Schedule (in addition to items 1 and 2 above)

- |    |  |  |
|----|--|--|
| 1. | For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor)   | \$ <del>15.00</del> <u>20</u>                  |
| 2. | For each grinder pump  | \$ <del>150.00</del> <u>2 hours*</u>           |
| 3. | Rainwater systems – per drain (inside building)  | \$ <del>15.00</del> <u>20</u>                  |
| 4. | Water service connection: water line from meter to house or structure. <u>Must add to building application for plumbing if new construction or connecting to city sewer and water.</u> | \$ <del>50.00</del> <u>1 hour*</u>             |
| 5. | For each private sewage disposal system  | Approval required from Health/Snohomish County |
| 6. | For each water heater and/or vent  | \$ <del>15.00</del> <u>20</u>                  |
| 7. | For each gas piping system of one to five outlets  | \$ <del>15.00</del> <u>20</u>                  |
| 8. | For each additional gas piping system outlet, per outlet   | \$ <del>15.00</del> <u>20</u>                  |

9.	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	<del>\$15.00</del> <u>20</u>
10.	For each installation, alteration or repair of water piping and or water treating equipment, each	<del>\$15.00</del> <u>20</u>
11.	For each repair or alteration of drainage or vent piping, each fixture	<del>\$15.00</del> <u>20</u>
12.	For each lawn sprinkler system on any one meter including backflow protection devices therefor	<del>\$15.00</del> <u>20</u>
<del>13.</del>	<del>For atmospheric-type vacuum breakers not included in Item 12:</del>	<del>-</del>
	<del>to 5</del>	<del>\$10.00</del>
	<del>over 5, each</del>	<del>\$10.00</del>
<del>14</del> <u>13.</u>	For each backflow protective device other than atmospheric-type vacuum breakers:	
	2 inch (51 mm) diameter and smaller	<del>\$10.00</del> <u>20</u>
	over 2 inch (51 mm) diameter	<del>\$10.00</del> <u>20</u>
<del>15</del> <u>14.</u>	For each graywater system	<del>\$15.00</del> <u>20</u>
<del>16</del> <u>15.</u>	For initial installation and testing for a reclaimed water system	<del>\$15.00</del> <u>20</u>
<del>17</del> <u>16.</u>	For each annual cross-connection testing of a reclaimed water system (excluding initial test)	<del>\$15.00</del> <u>20</u>
<del>18</del> <u>17.</u>	For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	<del>\$25.00</del> <u>30</u>
<del>19</del> <u>18.</u>	For each additional medical gas inlet(s)/outlet(s)	<del>\$25.00</del>
20.	For each fire sprinkler system including \$0.50 per head	<del>\$50.00</del> <u>1 hour*</u>
21.	For each industrial waste pretreatment grease interceptor including its trap and vent, and inspections	\$30.00

**Other Inspections and Fees:**

1.	Inspections outside of normal business hours	<del>\$75.00</del> <u>2 hours*</u>
2.	Reinspection fee under Section 103.5.6	<del>\$75.00</del> <u>1 hour*</u>
3.	Inspections for which no fee is specifically indicated	<del>\$75.00</del> <u>1 hour*</u>
4.	Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	<del>\$75.00</del> <u>1 hour*</u>
5.	Jurisdiction may issue permit fees from project valuation <u>for commercial, townhomes, and multi-family</u> and/or the hourly cost to cover employee inspection time, whichever is greatest.	
6.	Typical plan review fees for plumbing work shall be equal to 25% of the total permit fee as set forth in Table 1-A and Section 103.4. <u>Except for commercial and multi-family projects. Commercial and multi-family projects will be based on project valuation and a 65% plan review fee.</u>	

7. For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a ~~rate of \$75.00~~ per hour rate\* with a minimum fee of one hour\* at \$75.00 or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wage and fringe benefits of the employees involved.

\*Put on building application for plumbing if new construction or connecting to city sewer and water.

\*Hourly rates for the building division will increase 3% each year as shown below.

<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>\$112</u>	<u>\$115</u>	<u>\$119</u>	<u>\$122</u>	<u>\$126</u>

## Exhibit 5

### 16.12.020 ~~Table 1-A~~ WAC 296-46B-906 adopted – Schedule of fees and refunds.

The schedule of fees specified in ~~Table 1-A, WAC 296-46B-906~~, entitled “Electrical Fees,” is hereby adopted.

The building official may authorize refunding of not more than 70 percent of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

WCEC page 19, Section N, Fees, (5) Refunds, is not adopted.

#### ~~Table 1-A Electrical Fees~~

~~Effective July 1, 2007~~

#### WAC 296-46B-906, amended

#### Residential (Single-Family or Duplex)

New construction, addition or remodel. Additions and remodels based on size of project.

Under 1,000 square feet	\$100.00 <u>2 hours*</u>
1,001 to 2,000 square feet	\$150.00 <u>3 hours*</u>
2,001 to 3,000 square feet	\$200.00 <u>3.5 hours*</u>
3,001 square feet and over	\$250.00 <u>4 hours*</u>
Garages and outbuildings (stand-alone projects)	\$100.00 <u>2 hours*</u>
Service/panel change or alteration	\$75.00 <u>2 hours*</u>
Circuits added/altered without service change	
1 or 2 circuits	\$50.00 <u>1 hour*</u>
3 or more circuits	\$72.00 <u>1.5 hours*</u>
Meter/mast repair or alteration	\$75.00 <u>1 hour*</u>

#### Commercial and Multifamily (including fire alarm)

Total valuation (time and materials)

\$250.00 or less \$50.00-1 hour\*

\$251.00 to \$5,000	<del>\$50.00</del> <u>1 hour*</u> + 3% of cost over <del>\$250.00</del>
\$5,001 to \$50,000	<del>\$175.00</del> <u>2 hours*</u> + 1.5% of cost over \$5,000
\$50,001 to \$250,000	<del>\$925.00</del> <u>12 hours*</u> + 0.9% of cost over \$50,000
\$250,001 to \$1,000,000	<del>\$3,175</del> <u>42 hours*</u> + 0.7% of cost over \$250,000
\$1,000,001 and above	<del>\$10,000</del> <u>133 hours*</u> + 0.4% of cost over \$1,000,000

Commercial low voltage/power limited permits are issued on the value of each installation

(Use the valuation schedule shown above for fire alarms)

Residential low voltage/power limited permits listed below are charged for one hour\* of staff time ~~\$50.00~~ each:

T-stat, intercom, low voltage wire security systems, multimedia systems, misc. low voltage system requiring permits

**Miscellaneous**

Temporary service: 0 – 200 amps	<del>\$65.00</del> <u>1 hour*</u>
Temporary service: 201 – 400 amps	<del>\$85.00</del> <u>1 hour*</u>
Temporary service: 401 and more	by valuation
Manufactured/mobile home service (does not include outbuildings)	<del>\$75.00</del> <u>2 hours*</u>
Signs	<del>\$50.00</del> <u>1 hour*</u>
<u>Solar panels</u>	<u>3 hours*</u>
Carnival	<del>\$200.00</del> <u>2 hours*</u>
Inspection of work done without permit: double fee ( <u>charge 2 hours* for every hour* of time</u> )	
Reinspection fee (not ready, corrections not made)	<del>\$75.00</del> <u>1 hour*</u>
Plan review fee or inspection not specified elsewhere ( <u>half one</u> hour minimum)	<del>\$75.00/hr.*</del> <u>1 hour*</u>

Typical plan review fees for electrical work shall be equal to 265% of the total permit fee set forth in this table\*

~~\* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost includes supervision, overhead, hourly wages and fringe benefits of the employees involved.~~

\*Hourly rates for the building division will increase 3% each year as shown below.

<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>\$112</u>	<u>\$115</u>	<u>\$119</u>	<u>\$122</u>	<u>\$126</u>

## Exhibit 6

### 16.28.015 Fee schedule adopted and refunds.

Sections 106.5.2 and 2018 IMC Table 1-A Section 106.5.2 of the 2018 International Mechanical Code, “Mechanical Permit Fees,” “Fee Schedule” and Appendix B, is hereby adopted.

Section 106.5.3 Fee funds amended – Refunds:

The building official may authorize refunding of not more than 70 percent of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

#### 2018 IMC INTERNATIONAL MECHANICAL CODE

#### TABLE 1-A MECHANICAL PERMIT FEES “Fee Schedule” and Appendix B

##### Permit Issuance and Heaters

1. For the issuance of each mechanical permit	\$50.00 1hour*
2. <del>For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized</del>	<del>\$30.00</del>

##### Unit Fee Schedule

*(Note: The following do not include permit-issuing fee.)*

##### 1. Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h (29.3 kW)	<del>\$20.00</del> <u>25</u>
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	<del>\$20.00</del> <u>25</u>
For the installation or relocation of each floor furnace, including vent	<del>\$20.00</del> <u>25</u>
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	<del>\$20.00</del> <u>25</u>

##### 2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	<del>\$20.00</del> <u>25</u>
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##### 3. Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	<del>\$20.00</del> <u>25</u>
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## 2018 IMC INTERNATIONAL MECHANICAL CODE

### TABLE 1-A MECHANICAL PERMIT FEES "Fee Schedule" and Appendix B

#### 4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$20.00 <u>25</u>
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$30.00 <u>35</u>
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$40.00 <u>45</u>
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$60.00 <u>65</u>
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$99.00 <u>125</u>

#### 5. Air Handlers

For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4,719 L/s), including ducts attached thereto	\$20.00 <u>25</u>
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Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.

For each air-handling unit over 10,000 cfm (4,719 L/s)	\$20.00 <u>25</u>
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#### 6. Evaporative Coolers

For each evaporative cooler other than portable type	\$20.00 <u>25</u>
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#### 7. Ventilation and Exhaust

For each ventilation fan connected to a single duct	\$20.00 <u>25</u>
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For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$20.00 <u>25</u>
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For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$20.00 <u>25</u>
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#### 8. Incinerators

For the installation or relocation of each domestic-type incinerator	\$20.00 <u>25</u>
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For the installation or relocation of each commercial or industrial-type incinerator	\$16.00 <u>20</u>
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#### 9. Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table, i.e., fire/smoke dampers	\$20.00 <u>25</u>
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For each additional supply or return air diffuser	\$10.00 <u>15</u>
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**2018 IMC INTERNATIONAL MECHANICAL CODE**

**TABLE 1-A MECHANICAL PERMIT FEES “Fee Schedule” and Appendix B**

When Chapter 13 is applicable, permit fees for fuel gas piping shall be:

Gas Piping System

- For each gas piping system of one to four outlets \$20.00~~25~~
- For each additional outlet exceeding four, each \$10.00~~15~~

When Chapter 14 is applicable, permit fees for process piping shall be as follows:

- For each hazardous process piping system (HPP) of one to four outlets \$40.00~~15~~
- For each hazardous process piping system of five or more outlets, per outlet \$40.00~~15~~
- For each nonhazardous process piping system (NPP) of one to four outlets \$40.00~~15~~
- For each nonhazardous piping system of five or more outlets, per outlet \$40.00~~15~~

**Other Inspections and Fees**

1. Inspections outside of normal business hours, per hour (minimum charge – two hours) \$75.00\*~~2~~  
hours\*
2. Reinspection fees assessed under provisions of Section ~~106.5.2~~107.3.3, per inspection \$75.00\*  
per hour\*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge – one-half hour) \$75.00\*  
per hour\*
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one-half hour) \$75.00\*  
per hour\*
5. Jurisdiction may issue permit fees from project valuation and/or the hourly cost to cover employee inspection time, whichever is greatest.
6. Typical plan review fees for mechanical work shall be equal to 25% of the total permit fee as set forth in Table 1-A and 106.5.2. Except for commercial and multi-family projects. Commercial and multi-family projects will be based on project valuation and a 65% plan review fee.
7. For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a rate is charged of \$75.00 \$112 per hour\* with a minimum fee of \$109 for one hour\* at \$75.00.

~~\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.~~

\*Hourly rates for the building division will increase 2% each year as shown below.

<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>\$112</u>	<u>\$115</u>	<u>\$119</u>	<u>\$122</u>	<u>\$126</u>

## Exhibit 7

### 22D.050.020 Clearing and grading permit.

(1) A clearing and grading permit is required for a project involving any of the following, except as provided for in subsection (2) of this section. In applying this section, the total proposal must be considered.

(a) Any clearing, filling, or excavation in an environmentally sensitive area or regulated buffer.

(b) Fill and/or excavation totaling 50 cubic yards. Quantities of fill and excavation are separately calculated and then added together, even if excavated material is used as fill on the same site.

(c) Over 1,000 square feet of clearing, as measured at the ground level. Clearing includes disturbance of over 1,000 square feet at grade due to felling or topping of trees.

(2) The following activities are exempt from the requirements for a clearing and grading permit:

(a) Agricultural management of existing farmed areas.

(b) Routine landscape maintenance of existing landscaped areas on developed lots and other activities associated with maintaining an already established landscape. For lots developed prior to the adoption of sensitive area regulations with landscaping in what are now protected areas, routine landscaping maintenance can occur without a clearing and grading permit, provided the soil level is not increased.

(c) Work needed to correct an immediate danger to life or property in an emergency situation as declared by the mayor or the city administrator or his/her designee.

(d) Cemetery graves.

(e) Work, when approved by the city engineer, in an isolated self-contained area, if there is no danger to public or private property.

(3) The clearing and grading permit shall be issued by the engineering department and shall be effective for one year but may, with cause shown, be extended for an additional one-year period. The fee schedule for the review of plans is contained in MMC [14.07.005](#) and the permit fee amount will be based on MMC [16.04.045](#), Sections 108 and 108.2 amended – IBC and IRC Fee Table 1-A and Table A-J-A adopted by reference.

(4) In addition to satisfying all requirements of Chapters [14.15](#), [14.16](#) and [14.17](#) MMC, permittees shall comply with the following conditions, which shall apply to all grading permits:

- (a) Notify the city 48 hours before commencing any land-disturbing activity.
- (b) Notify the city of completion of any control measures within 48 hours after their completion.
- (c) Obtain permission in writing from the city prior to modifying any of the plans.
- (d) Install all control measures as identified in the approved plans.
- (e) Maintain all road drainage systems, storm water drainage systems, control measures, and other facilities identified in the plans.
- (f) Repair siltation or erosion damage to adjoining surfaces and drainage ways resulting from land developing or disturbing activities.
- (g) Inspect the erosion construction control measures at least once each week during construction after each rain of 0.5 inch or more (over a 24-hour period), and immediately make any needed repairs.
- (h) Allow the city to enter the site for the purpose of inspecting compliance with the plans or for performing any work necessary to bring the site into compliance with the plans.
- (i) Keep an up-to-date, approved copy of the plans on the site.
- (j) Ensure that all workmanship and materials are in accordance with city of Marysville standards and the most current edition of the State of Washington Standard Specifications for Road, Bridge and Municipal Construction.

(5) Construction within environmentally sensitive areas shall be in compliance with Chapter [22E.010](#) MMC and shall be subject to the review of the community development director or designee ~~planning director~~.

Building Fee Comparisons

Single Family Residential (2,700 Sq Ft)

Permit Type	Tier?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
State Building Code Fee - Residential		\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
State Building Code Fee - Apartment Example		\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50
State Building Code Fee - Commercial		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Residential - Building Permit Fee Base	\$100,000-500,000	\$993.75	\$1,497.74	\$1,361.00	\$1,202.65	\$1,456.00	\$993.75	\$1,258.89	\$1,262.50
Residential - Building Permit Fee Variable	\$100,000-500,000	\$5.60	\$10.61	\$8.00	\$6.78	\$8.00	\$6.50	\$7.44	\$7.50
Other - Building Permit Fee Base	\$1,000,000+	\$5,680.75	\$8,456.74	\$7,680.00	\$6,789.65	\$8,847.00	\$5,608.75	\$7,423.99	\$7,512.50
Other- Building Permit Fee Variable	\$1,000,000+	\$3.65	\$5.49	\$6.00	\$4.43	\$6.00	\$3.65	\$4.25	\$5.00
Plan Review Fee		65%	65%	65%	65%	65%	65%	65%	65%

Permit Type	Building Type?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
	Single Family Residential (2,700 Sq Ft)								
State Building Code Fee - Residential	1	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
State Building Code Fee - Non-Residential	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Permit Fee	\$475,299.00	\$3,095.42	\$5,479.66	\$4,363.39	\$3,747.18	\$4,458.39	\$3,433.19	\$4,051.11	\$4,077.24
Plan Review Fee		\$2,012.03	\$3,561.78	\$2,836.20	\$2,435.67	\$2,897.95	\$2,231.58	\$2,633.22	\$2,650.21
<b>Total</b>		\$ 5,113.95	\$ 9,048	\$ 7,206	\$ 6,189	\$ 7,363	\$ 5,671	\$ 6,691	\$ 6,734
% of Property Valuation		1.08%	1.90%	1.52%	1.30%	1.55%	1.19%	1.41%	1.42%

Apartment Building (20 Units, 22,775 Sq Ft)

Permit Type	Tier?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
State Building Code Fee - Residential		\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
State Building Code Fee - Apartment Example		\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50
State Building Code Fee - Commercial		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Residential - Building Permit Fee Base	\$100,000-500,000	\$993.75	\$1,497.74	\$1,361.00	\$1,202.65	\$1,456.00	\$993.75	\$1,258.89	\$1,262.50
Residential - Building Permit Fee Variable	\$100,000-500,000	\$5.60	\$10.61	\$8.00	\$6.78	\$8.00	\$6.50	\$7.44	\$7.50
Other - Building Permit Fee Base	\$1,000,000+	\$5,680.75	\$8,456.74	\$7,680.00	\$6,789.65	\$8,847.00	\$5,608.75	\$7,423.99	\$7,512.50
Other - Building Permit Fee Variable	\$1,000,000+	\$3.65	\$5.49	\$6.00	\$4.43	\$6.00	\$3.65	\$4.25	\$5.00
Plan Review Fee		65%	65%	65%	65%	65%	65%	65%	65%

Permit Type	Building Type?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
	Apartment Building (20 Units, 22,775 Sq Ft)								
State Building Code Fee - Residential	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Building Code Fee - Non-Residential	1	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50
Building Permit Fee	\$3,695,856.44	\$15,520.63	\$23,256.99	\$23,855.14	\$18,732.29	\$25,022.14	\$15,448.63	\$18,881.38	\$20,991.78
Plan Review Fee		\$10,088.41	\$15,117.04	\$15,505.84	\$12,175.99	\$16,264.39	\$10,041.61	\$12,272.90	\$13,644.66
<b>Total</b>		\$ 25,651.53	\$ 38,417	\$ 39,403	\$ 30,951	\$ 41,329	\$ 25,533	\$ 31,197	\$ 34,679
% of Property Valuation		0.69%	1.04%	1.07%	0.84%	1.12%	0.69%	0.84%	0.94%

**Commercial Property (337,026 Sq Ft)**

Permit Type	Tier?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
State Building Code Fee - Residential		\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
State Building Code Fee - Apartment Example		\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50	\$42.50
State Building Code Fee - Commercial		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Residential - Building Permit Fee Base	\$100,000-500,000	\$993.75	\$1,497.74	\$1,361.00	\$1,202.65	\$1,456.00	\$993.75	\$1,258.89	\$1,262.50
Residential - Building Permit Fee Variable	\$100,000-500,000	\$5.60	\$10.61	\$8.00	\$6.78	\$8.00	\$6.50	\$7.44	\$7.50
Other - Building Permit Fee Base	\$1,000,000+	\$5,680.75	\$8,456.74	\$7,680.00	\$6,789.65	\$8,847.00	\$5,608.75	\$7,423.99	\$7,512.50
Other - Building Permit Fee Variable	\$1,000,000+	\$3.65	\$5.49	\$6.00	\$4.43	\$6.00	\$3.65	\$4.25	\$5.00
Plan Review Fee		65%	65%	65%	65%	65%	65%	65%	65%

Permit Type	Building Type?	Marysville	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
	Commercial Property (337,026 Sq Ft)								
State Building Code Fee - Residential	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Building Code Fee - Non-Residential	1	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Building Permit Fee	\$43,166,290.08	\$159,587.71	\$239,949.67	\$260,677.74	\$193,586.32	\$222,298.45	\$159,515.71	\$146,182.46	\$218,343.95
Plan Review Fee		\$103,732.01	\$155,967.29	\$169,440.53	\$125,831.10	\$144,493.99	\$103,685.21	\$95,018.60	\$141,923.57
<b>Total</b>		\$ 263,344.72	\$ 395,942	\$ 430,143	\$ 319,442	\$ 366,817	\$ 263,226	\$ 241,226	\$ 360,293
% of Property Valuation		0.61%	0.92%	1.00%	0.74%	0.85%	0.61%	0.56%	0.83%

Fee Category	Fee Description	Marysville Current	Marysville Cost of Service Analysis	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo	
Planning / Land use	Boundary line adjustment	\$500 or \$250 per adjusted lot	\$1087.18 per lot	\$1,700 plus actual cost of consultant	\$1,169 + 5% Tech Fee	\$1,000	\$1,826	\$1,000	\$1,594	Single Family Residential Uses: \$550 All Other Uses: \$1,010	
	Comprehensive plan amendment	Map amendment with rezone (under 5 acres): \$2,500 Map amendment with rezone (over 5 acres): \$5,000 Text Amendment: \$500 Pre-Application Review Fee: \$350	Under 5 Acres: \$2,980.53 Over 5 Acres: \$3,691.22 Text Amendment: \$2,413.61	Minor Amendment (annual cycle): \$1,500 Major Amendment (5-year cycle): \$2,200	Based on Hourly Rates: Planners: \$170.06 per hour Civil Engineers: \$175.94 per hour Construction Inspectors: \$162.14 per hour Traffic Engineer: \$175.94 per hour Fire Dept: \$194.14 per hour	Text only: cost recovery Map: \$5,000 plus rezone fee	Request for property specific map change initial request: \$1,267 If request is authorized by City Council for review: \$12,668	Minor Amendment (annual cycle): \$2,400 Major Amendment (5-year cycle): \$3,500	\$3,500	Map or Text Amendment: \$1,340 Map and Text Amendment: \$2,010	
	Rezone	Commercial: \$2,500 PRD and Mixed use Overlay: \$2,500	Commercial: \$1,767.78 PRD and Mixed use Overlay: \$1,604.57	Less than 5 acres: \$1,200 Greater than or equal to 5 acres: \$2,000	Based on Hourly Rates: Planners: \$170.06 per hour Civil Engineers: \$175.94 per hour Construction Inspectors: \$162.14 per hour Traffic Engineer: \$175.94 per hour Fire Dept: \$194.14 per hour	Up to one acre: \$2,000 Over one acre: \$2,000 + \$250 per acre		Minor: \$500 + Hearing Examiner Costs Major: \$1,000 + Hearing Examiner Costs	\$10,639	Site-Specific: \$3,675 Concurrent With Comprehensive Plan Amendment: \$1,850	
	SEPA Checklist	Residential (1-9 Dwelling Units): \$350 Residential (10-20 Dwelling Units): \$500 Residential (21-100 Dwelling Units): \$1,000 Residential (100+ Dwelling Units): \$1,500 Commercial/Industrial (0-2 acres): \$350 Commercial/Industrial (2-20 acres): \$750 Commercial/Industrial (20+ acres): \$1,500	Residential (1-9 Dwelling Units): \$463.93 Residential (10-20 Dwelling Units): \$695.89 Residential (21-100 Dwelling Units): \$927.86 Residential (100+ Dwelling Units): \$927.86 Commercial/Industrial (0-2 acres): \$463.93 Commercial/Industrial (2-20 acres): \$695.89 Commercial/Industrial (20+ acres): \$927.86	SEPA Only (no land use permit required): \$550  Environmental Impact Statement: \$1,100 plus actual cost of consultant	1238 + 5% Tech Fee	Less than one acre, 10,000 sq ft. or 10 lots: \$500 1 to 5 acres, 10,000 to 25,000 sq ft., 10 to 25 lots: \$750 5 to 10 acres, 25,000 to 50,000 sq ft., 26-50 lots: \$1,000 10 to 20 acres, 50,000 to 100,000 sq ft., 51-100 lots: \$1,500 Over 20 acres, over 100,000 sq. ft., over 100 lots: \$2,000 Nonproject action: \$500 SEPA addendum to DNS or MDNS: \$500		Review of Environmental Checklist Base Fee: \$1,633 Applications involving sensitive areas (streams and/or wetlands only): \$1,000 Estimated Number of PM Peak Trips Less Than 20 Trips: \$1,633 21-50 Trips: \$3,267 51-200 Trips: \$6,534 Greater than 200 trips: \$13,073	Review of SEPA Checklist: \$750	Environmental Review(Threshold Determination): \$5,000 Environmental Review (Per Addendum): \$500 Environmental Impact Statement: Cost per approved three-party contract	Single Family Residential: \$500 All Other Uses: \$730
	Site plan review	Under .5 Acres: \$500 + \$50 per unit .51-2 acres: \$750 + \$50 per unit 2.01-10 acres: \$2,000 + \$50 per unit 10.01-20 acres: \$5,000 + \$50 per unit 20.01+ acres: \$7,500 + \$50 per unit	Under .5 Acres: \$1,495.38, per unit: \$1,113.03 .51-2 acres: \$2,034.65, per unit: \$1,444.58 2.01-10 acres: \$2,698.68 per unit: \$1,957.91 10.01-20 acres: \$3,379.26 per unit: \$2,214.37 20.01+ acres: \$4,196.58 per unit: \$2,599.27	\$7,000 plus actual cost of consultant	\$10,344 + 5% Tech Fee	Less than 10,000 sq ft: \$500 10,000 to 25,000 sq ft: \$750 25,000 to 50,000 sq ft: \$1,500 50,000 to 100,000 sq ft: \$3,000 Greater than 100,000 sq ft: \$6,000 design modification, no notification required: Add 25% to above fees design modification, public notification required: Add 25% plus \$300 Floodplain development permit: \$1,000 Lot certification: \$500 Nonconforming building certification: \$200 Pre-application meeting: \$500		65% of building permit fee	\$200 for first two hours + \$100 per hour for each hour of additional staff time	Building permits: 65% of Building or Single-Family Permit Fee Commercial / Multifamily Plumbing / Mechanical Permits: 40% of Plumbing / Mechanical Permit Fee Additional Review for Required Changes, Revisions, Additions to approved plans: \$185.50 Hourly <b>Also offers Overtime and Expedited Plan Review</b>	Initial Review (includes 2 reviews): \$2,705 Additional Plan Review, Per Review: \$675 Amendment: \$690 Extension: \$110 per extension
	Subdivisions	Preliminary binding site plan: \$5000 + \$100 per unit Preliminary plat: \$5,000 + \$100 per unit Preliminary short plat: \$3,000 + \$100 per unit Final Binding site plan, plat or short plat: \$3,000 + \$100 per unit	Preliminary binding site plan: \$4,197.78, per unit: 3,204.68 Preliminary plat: \$4,169.43, per unit: \$3,172.85 Preliminary short plat: \$2,623.09, per unit: \$2,023.93 Final Binding site plan, plat or short plat: \$1,675.06, per unit: \$1,171.87	Preliminary Plats Conditional Use Permit for a Major Plat or Unit Lot Subdivision \$7,000 plus actual cost of hearing examiner and consultant Preliminary Plats Zoning Permit for a Minor Plat or Unit Lot Subdivision: \$3,100 plus actual cost of consultant Final Plats Major Plat or Unit Subdivision: \$3,400 Final Plats Minor Plat or Unit Lot Subdivision: \$2,000	Preliminary Plat: \$16,455 + 5% Tech Fee Preliminary Plat - Additional per lot (after 5): \$673 + 5% Tech Fee Preliminary Plat - Major Modification: \$5,640 + 5% Tech Fee Preliminary Plat - Minor Modification: \$926 + 5% Tech Fee Preliminary Plat - Vacate: \$5,640 + 5% Tech Fee Preliminary Short Plat: \$8,843 + 5% Tech Fee	Preliminary approval: \$5,000 plus \$100 per lot Final Plat approval: \$1,000 plus \$50 per lot Variance, alteration or vacation: \$1,000		Short Plat or Subdivision Approval Modification: \$1,394 Preliminary Subdivision Fixed Fee (Short Plat): \$10,655 Final Subdivision Fixed Fee: \$8,012 Subdivision Vacation: \$31,689 Subdivision Alteration: \$31,689	Preliminary Short Plat: \$4,320 Final Short Plat: \$765 Final Plat / Short Plat Pre-check and Survey Review: \$100 per hour, 2 hour minimum plus \$1,000 survey deposit Short Plat Alteration: \$1,225 Short Plat Vacation: \$1,225 Preliminary Plat: \$10,030 Final Plat: \$1,565 + 100 per lot or unit + Survey Consultant Review costs Plat Alteration: \$1,600 Plat Vacation: \$1,600 Street Signs: Purchased & Installed by applicant per code & consistent with MUTCD	Subdivision, 10 lots or more: \$15,945 Short subdivision, creating two lots: \$2,126 Short subdivision, 3-9 Lots: \$7972.50	Preliminary Review (Includes 2 Reviews): \$2,690 Plus Attorney Fee: \$500 Deposit Final Review: \$1,145 Additional Review, per review: \$675 Amendment Major: \$690 Amendment Minor: Hourly Extension: \$110 per extension
Engineering	Engineering (Civil) Review	Residential (full plan sets – roads, drainage, utilities): \$250 per unit (for duplex or condominium projects), \$2,000 minimum for first two reviews, \$120 per hour for each subsequent review  Multiple residential/commercial/industrial: \$250 base fee + \$135 per hour	Residential (full plan sets – roads, drainage, utilities): \$3,424.34 per unit: \$1,064.56  Multiple residential/commercial/industrial: \$3,478.49	Site Civil Review Fee: 6% Engineer's Estimated Cost of Construction w/ a Minimum charge of \$1,600 Administrative Review Fee: \$250 Miscellaneous Engineering Fee: \$550 Inspection Fee: \$150 per hour, half hour minimum Outside Consultant Review Fee: actual cost Simple Site Plat Review \$275 per lot As Built Review Fee: Included in site civil review fee Final Plat Review Fee: Included in the site civil review fee				\$100 per hour		Hourly, Minimum half hour charge	



Fee Category	Fee Description	Marysville Current	Marysville Cost of Service Analysis	Arlington	Bothell	Everett	Kirkland	Lake Stevens	Lynnwood	Mukilteo
Inspection	Construction Inspection Fees	<p>Inspection for water, sewer, storm, street improvements associated with approved residential construction plans: \$250 per lot or unit (for duplex or condominium projects), \$2,000 minimum</p> <p>Multiple residential/commercial/industrial: \$250 administrative base fee + \$135 per hour</p>	<p>Inspection for utilities only residential: \$2,445.58, per unit: \$322.19</p> <p>Multiple residential/commercial/industrial: \$6,398.93, per hour: \$4,502.89</p>	<p>Minimum Housing Inspection: \$75</p> <p>Inspections outside of normal business hours: \$150 per hour, minimum one hour</p> <p>Re-inspection fees (includes two inspections): \$75 per hour</p> <p>For use of outside consultants for inspections: actual costs</p>	<p>Residential site review and inspection: \$749</p> <p>Adult Family Home Inspection: \$215.25\$</p> <p>Building Department Re-Inspection Fee: \$215.25</p>		<p>Hourly rate: \$161</p> <p>Inspections or plan review outside of normal business hours (min. 1.5 hours): \$241.5</p> <p>Re inspection fee (min 1 hour): Hourly rate</p> <p>Inspections for which no fee is specifically indicated: hourly rate</p> <p>Use of outside consultants for plan review or inspections: actual cost/ administrative cost / overhead</p>	\$100 per hour	<p>Inspection Adult Family Home (Includes \$120 Fire Inspection Fee: \$318.90</p> <p>Inspection, Minimum Site (Commercial, Residential &amp; Occupancy): \$185.50</p> <p>Inspection, Overtime - Weekday call back (Hourly, 2 hour minimum): \$185.50</p> <p>1st Reinspection: \$150</p> <p>2nd Reinspection: \$300</p> <p>3+ Reinspections: \$450</p>	<p>Overtime (Min 2-Hour Charge): Hourly Re-Inspection</p>



# Guiding Principles

## Legal authority for setting fees

- Authorized within RCW 82.02.020
- City can collect fees “from an applicant for a permit or other governmental approval to cover the cost...of processing applications, inspecting and reviewing plans, or preparing detailed statements [related to SEPA reviews]”

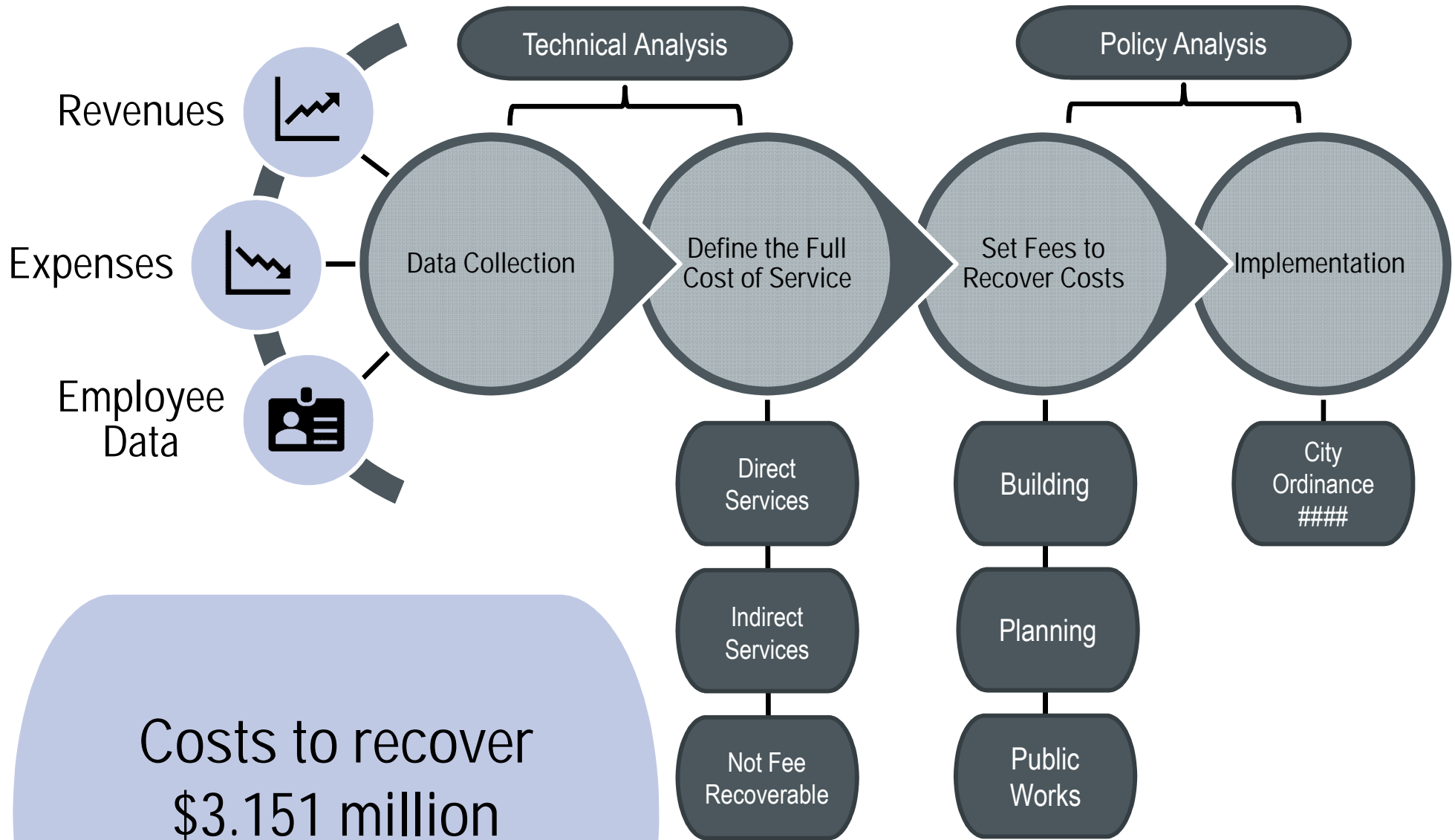
## Recoverable costs

- Direct cost of permitting services
- Reasonable portion of indirect and overhead costs

## Examples of costs that cannot be recovered

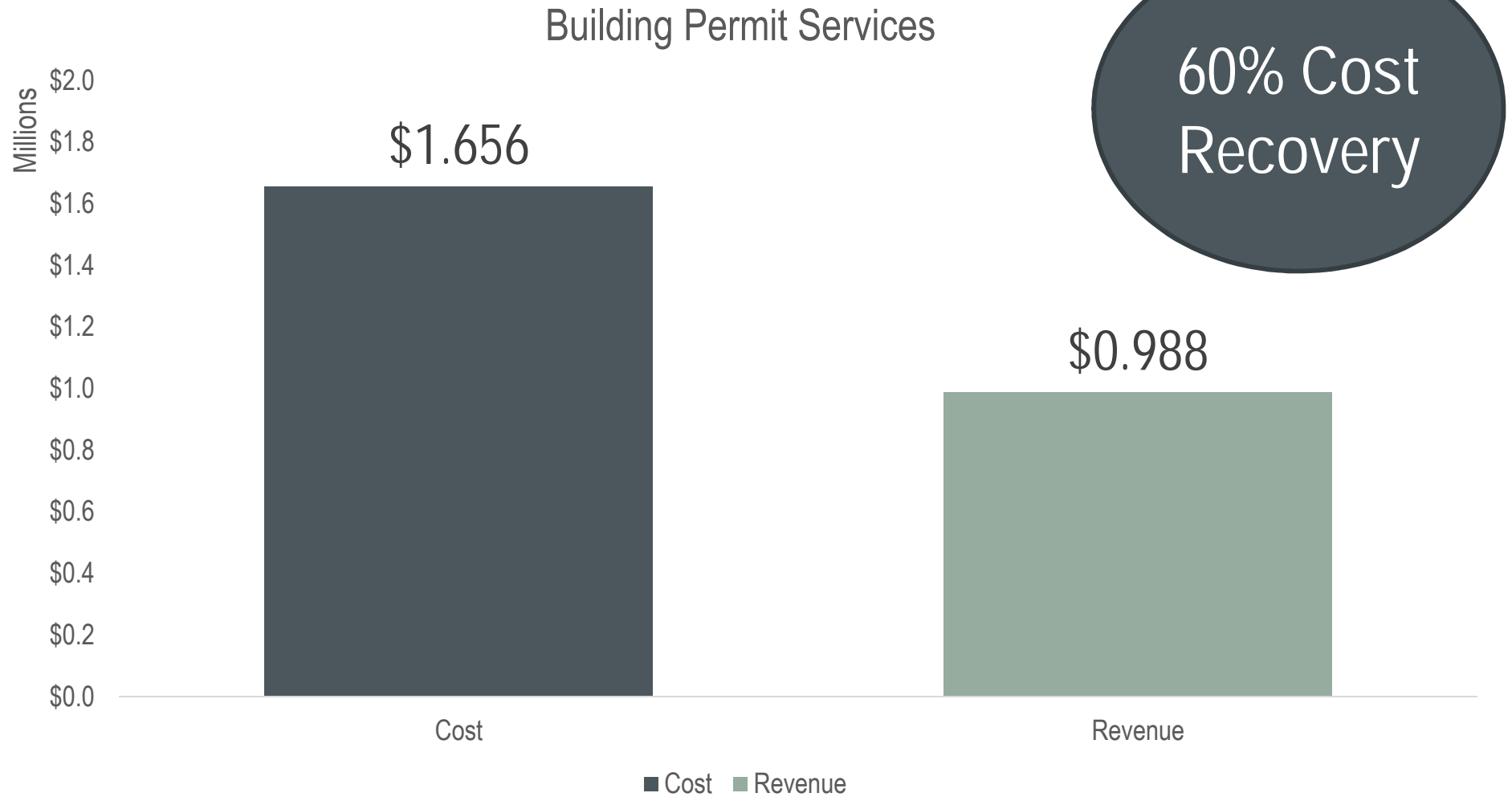
- Comprehensive long-range planning
- Code enforcement

# Cost-of-Service Methodology



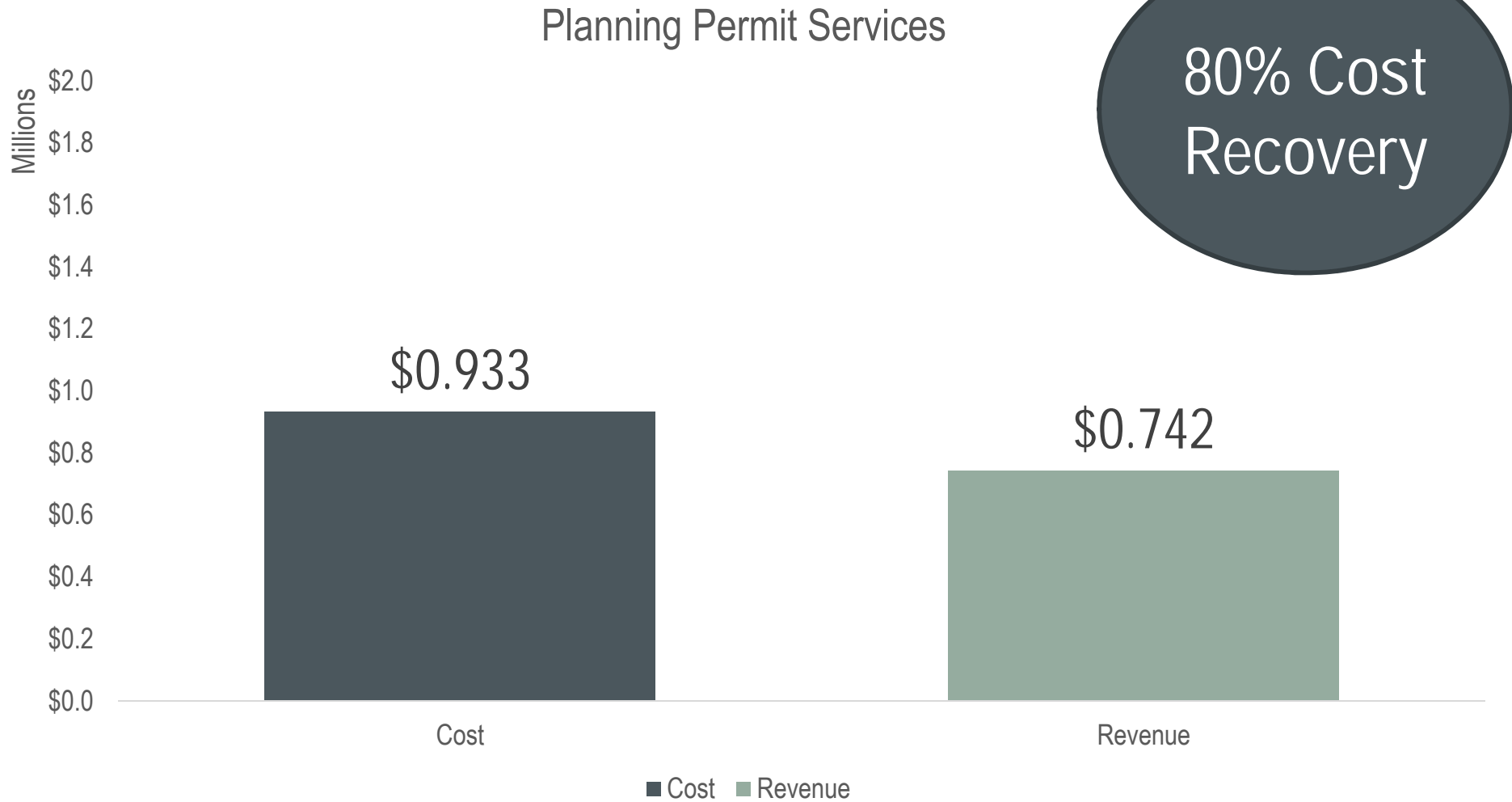


# Building Permits Current Cost Recovery



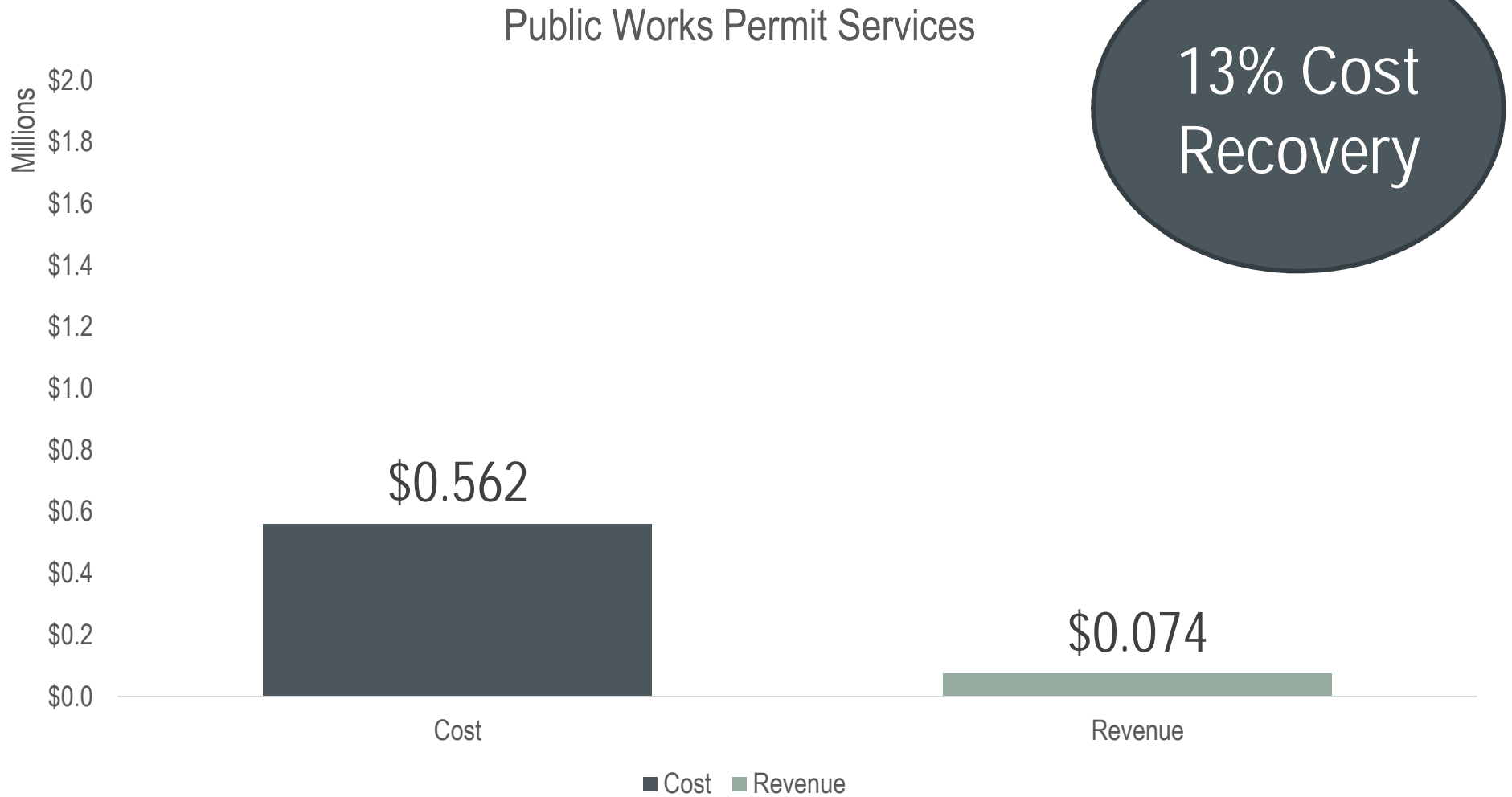


# Planning Permits Current Cost Recovery



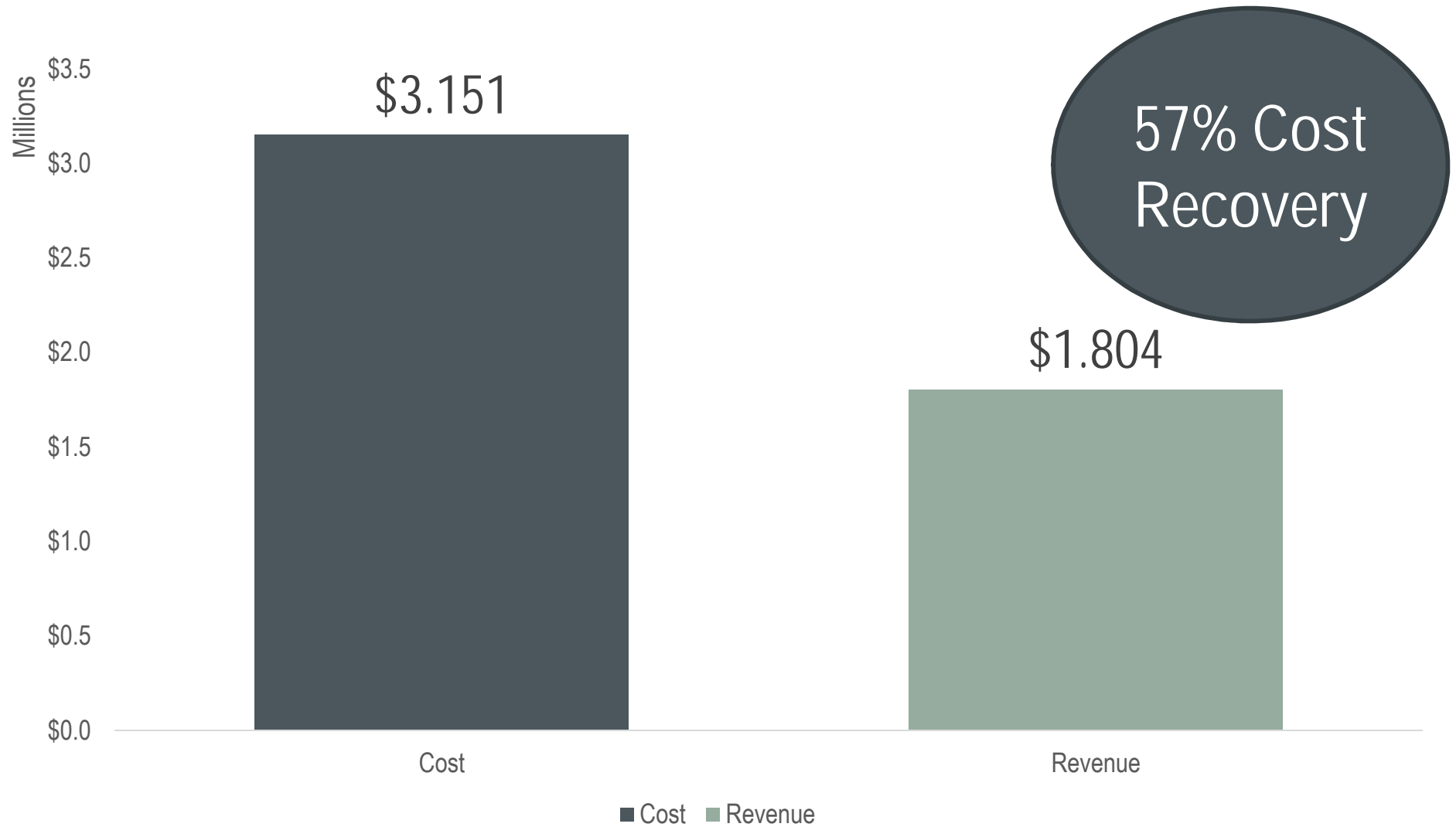


# Public Works Permits Current Cost Recovery



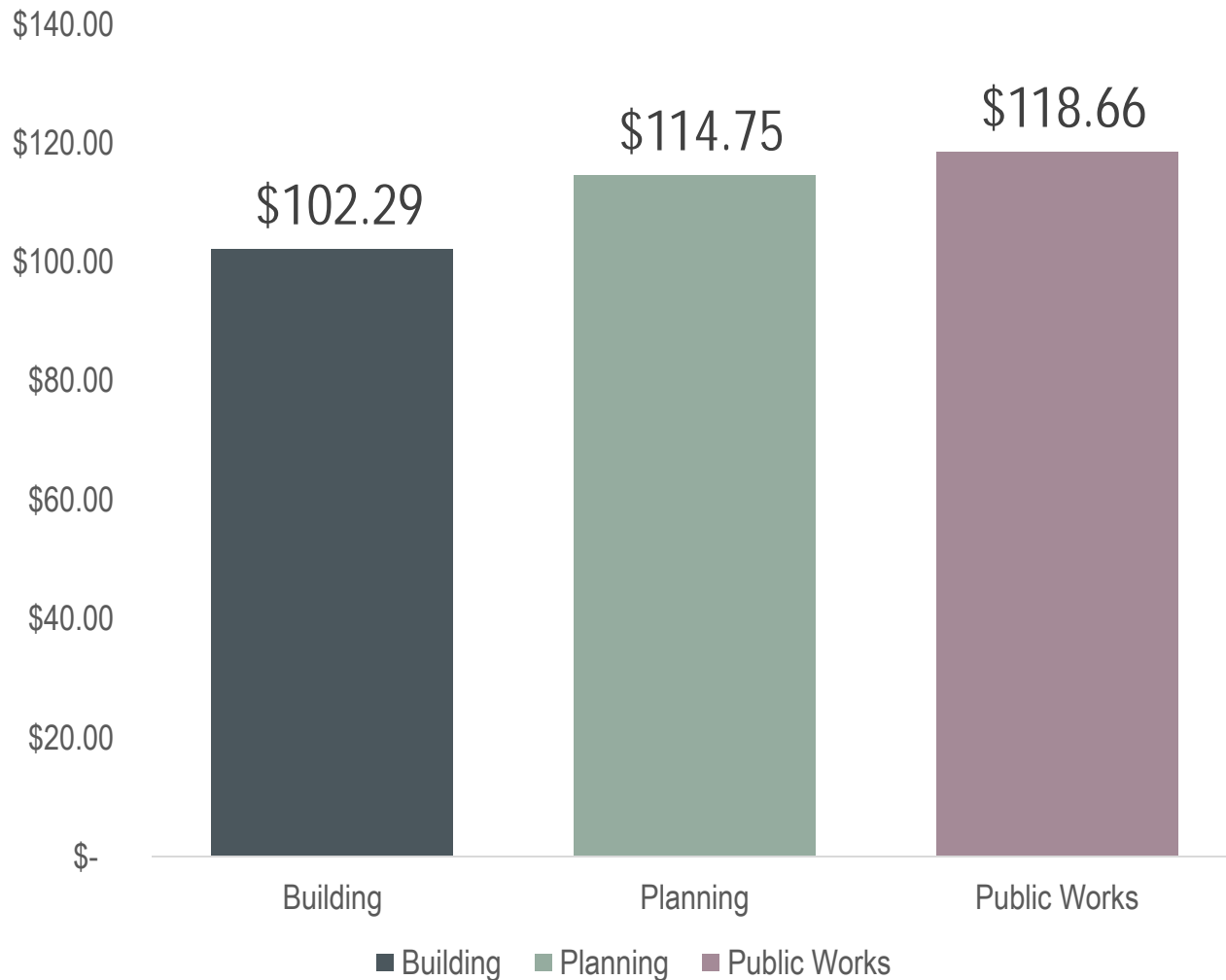


# Overall Current Cost Recovery





# Cost / Hour – By Division and Overall



**\$108.44**  
Overall  
Hourly Rate





# Summary and Next Steps

## Summary

- Study identified adjustments to fees based on cost of service
- Staff recommendation: Adjust fees to recover 100% of cost of service
- Council may adopt adjusted fees up to cost of service but not more than

## Next Steps

- Adopt adjusted fees for implementation
- Regularly monitor actual financial performance against plan and cost recovery objectives
- Consider updating study every 5 years to assure alignment to changes in staffing or organization



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** City Attorney Jon Walker, Legal

**ITEM TYPE:** Resolution

**AGENDA SECTION:** **New Business**

**SUBJECT:** A **Resolution** of the City Council of the City of Marysville, Washington, Appointing the Risk Manager as the Agent to Receive Claims for Damages Pursuant to RCW 4.96.020

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Resolution No. \_\_\_\_.

**SUMMARY:** The City Council is required by RCW 4.96.020 to appoint an agent to receive claims for damages. The risk manager processes all claims for damages so that position is the logical choice. Moreover, the current resolution does not have the correct address. This resolution would address both these items.

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**ATTACHMENTS:**  
[Resolution - Claim for Damages 6-29-23.pdf](#)

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, APPOINTING THE RISK MANAGER AS THE AGENT TO  
RECEIVE CLAIMS FOR DAMAGES PURSUANT TO RCW 4.96.020.**

WHEREAS, RCW 4.96.020 requires the governing body of each local government entity to appoint an agent to receive any claim for damages made pursuant to chapter 4.96 RCW; and

WHEREAS, the City Council previously adopted Resolution No. 2412 recorded May 25, 2017, under Snohomish County Recording No. 201705250490; and

WHEREAS, the City Council created the position of risk manager in the most recent budget; and

WHEREAS, the risk manager should be the appointed agent to receive all claims for damages; and

WHEREAS, when a claim is delivered in person at the address above during normal business hours, the persons identified by the Mayor to accept service of process should be appointed agents to receive claims for damages.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE:

1. The Marysville risk manager is the designated agent for the City to receive all claims for damages pursuant to chapter 4.96 RCW.
2. Any claim for damages sent by mail should be addressed to:

Risk Manager  
City of Marysville  
501 Delta Avenue  
Marysville, WA 98270

2. During normal business the persons designated by the Mayor to accept service on behalf of the City are authorized to accept a claim for damages that is delivered in person during normal business hours to the Civic Campus, 501 Delta Avenue, Marysville, WA, 98270.

3. The city clerk will cause this resolution to be recorded with the Snohomish County Auditor.

4. Resolution No. 2412 is repealed.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Burton Eggertsen, Legal

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Park Access Agreement \*

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign the Park Access Agreement with Keystone Land, LLC.

**SUMMARY:** Keystone Land, LLC, is developing a property adjacent to Foothills Park. The development will necessitate the construction of a sewer main through a portion of the Park. The proposed Park Access Agreement will allow Keystone Land access to the Park to construct the sewer main, and Keystone Land will ensure that the work is done in a manner that is protective to the public and will ensure that the Park is returned to the same state as before the work is initiated.

---

**ATTACHMENTS:**  
[Keystone - Foothills Park Access Agreement.pdf](#)

## Park Access Agreement

This Park Access Agreement is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the "City") and Keystone Land, LLC (the "Developer").

### RECITALS

WHEREAS, the Developer is constructing a new development located at a property within the City which has the tax parcel ID 30052600302100; and

WHEREAS, the City owns and operates Foothills Park, which has the tax parcel ID 00790300099900, more thoroughly described in **Exhibit A** (the "Park"); and

WHEREAS, the Developer desires to construct a sewer main through the Park to service its development;

WHEREAS, the City will allow the Developer to install the sewer main within the Park according to the terms of this Agreement.

**NOW, THEREFORE**, the City and Developer agree as follows:

### AGREEMENT

1. Access. The City, in consideration of the covenants and agreements contained in this Agreement, to be kept and performed by the Developer, hereby grants to the Developer (and its employees, contractors, agents, permittees and licensees), the right, permit, license and easement to use and occupy that portion of the Park as described in Section 2 for the purpose of constructing and installing a sewer main.
2. Installation Area. The sewer main will be installed in that area of the Park as depicted on in the construction plans, to be approved by the City in accordance with its standard procedures, a copy of which shall be attached hereto as **Exhibit B**. The Developer will have ingress and egress rights across adjacent portions of the Park to access the installation area.
3. Time to Complete Construction. The Developer will complete all work contemplated by this Agreement within five (5) calendar days of notice of the Park's closure (see Section 5). Failure to complete the work within this period of time will be considered a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Developer to correct the breach, immediately terminate the Agreement.
4. Termination. This Agreement, and all rights granted hereunder, shall terminate automatically upon the City's acceptance of the work as contemplated in Section 9.
5. Partial Park Closure. The installation of the sewer main will require partial closure of the Park; the Developer and the City will therefore conduct an on-site visit to the Park prior the commencement of installation of the sewer main in order to determine (in the City's sole discretion

with input from the Developer) what area of Park must be closed off from the public. The Developer will install temporary fencing so that this area cannot be accessed by members of the public, and such fencing shall be of a type and installed in a fashion that meets industry standards and that is acceptable to the City.

6. Additional Safety Measures. In addition to the installation of fencing as contemplated by Section 5, the Developer will take all reasonable measures to minimize risk to the public, and will, at a minimum, cover any trenches with steel plates and place signage adjacent to the fencing to inform the public of the partial park closure and potential hazards associated with the installation work. The Developer will furthermore undertake any additional safety measures that the City, in its discretion, deems appropriate.

7. Restoration of Property. The Developer shall restore the installation area, as well as any other portion of the Park affected by the work contemplated herein, as near as reasonably possible to its condition prior to commencement of such work.

8. Permits. The Developer will obtain all necessary permits and will comply with all applicable local, state, and federal laws and regulations with regards to the work contemplated herein.

9. Acceptance; Correction. The City will inspect the Developer's work upon notice from the Developer that such work is completed. Upon determination and written notice by the City that the work contemplated herein is complete, the sewer main will become the property of the City. In the event the City determines that the work contemplated herein is not complete, the City will provide notice to the Developer of the deficiencies with the work, and the Developer will correct any such deficiencies as soon as is reasonably practicable.

10. Indemnification.

- a. Indemnification and Hold Harmless. The Developer shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Developer in the construction of the sewer main and/or in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Developer and the City, its officers, officials, employees, and volunteers, the Developer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Developer's negligence.
- c. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

- d. The Developer hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 10. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)      JRL (Contractor Initials)

11. Insurance.

- a. **Insurance Term.** The Developer shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the construction and installation of the sewer main and/or the performance of this Agreement.
- b. **No Limitation.** Developer's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Developer 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.** Developer shall obtain insurance of the types and coverage described below:
- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
  - (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Developer's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. **Minimum Amounts of Insurance.** Developer shall maintain the following insurance limits:
- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.



(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

- e. **Other Insurance Provision.** The Developer'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 Developer's insurance and shall not contribute with it.
- f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- g. **Verification of Coverage.** The Developer shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Developer before commencement of the Services.
- h. **Notice of Cancellation.** The Developer shall provide the City with written notice of any policy cancellation within two business days of the Developer's receipt of such notice.
- i. **Failure to Maintain Insurance.** Failure on the part of the Developer to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Developer to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Developer from the City.
- j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.
- k. **City Full Availability of Developer Limits.** If the Developer 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 Developer, irrespective of whether such limits maintained by the Developer are greater than those required by

this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Developer.

12. Notices. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address. The proper addresses for each party are:

a. Developer:

Keystone Land, LLC  
Paul Leavitt  
13805 Smokey Point Blvd, Suite 102  
Marysville WA 98271

b. City: City of Marysville

Real Estate Manager  
501 Delta Ave, Suite 413  
Marysville WA 98270

Additional Notice to:

Parks Maintenance Supervisor  
Public Works Department  
80 Columbia Ave  
Marysville WA 98270

13. Extent of Agreement/Modification. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

14. Severability.

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

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

15. Nonwaiver. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

19. No Third Party Beneficiaries. This Agreement is not intended to and shall not be construed to give any third party any interest or rights with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date written below.

*[Signatures on following page]*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_

Jon Nehring, Mayor

DATED this 31 day of May, 2023.

KEYSTONE LAND, LLC

By [Signature] EVP

Joe Long (Name)

Its: Executive Vice President (Title)

ATTEST/AUTHENTICATED:

\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**Exhibit A**

Legal Description

CRYSTAL HEIGHTS BLK 000 D-00 TR A - OWNED BY CITY OF MARYSVILLE-  
EXEMPT-FOR PARK AND STORMWATER DETENTION



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Genevieve Geddis, City Clerk

**ITEM TYPE:** Appointment

**AGENDA SECTION:** **Mayor's Business**

**SUBJECT:** Community and Housing Development Citizen Advisory Committee Reappointments: Mark James, Tom King, and Mike Leighan

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**

- [Reappointment - Mike Leighan.doc](#)
- [Reappointment - Tom King.doc](#)
- [Reappointment - Mark James.doc](#)



**Office of the Mayor**  
**Jon Nehring**  
501 Delta Avenue  
Marysville, WA 98270  
Phone: 360-363-8000

**APPOINTMENT**

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint MIKE LEIGHAN as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 10th day of July, 2023.

---

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 10th day of July, 2023

---

MIKE LEIGHAN

This term of appointment expires on Saturday, July 27, 2024.



**Office of the Mayor**  
**Jon Nehring**  
501 Delta Avenue  
Marysville, WA 98270  
Phone: 360-363-8000

**APPOINTMENT**

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint TOM KING as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 10th day of July, 2023.

---

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 10th day of July, 2023

---

TOM KING

This term of appointment expires on Saturday, July 27, 2024.





**Office of the Mayor**  
**Jon Nehring**  
501 Delta Avenue  
Marysville, WA 98270  
Phone: 360-363-8000

**APPOINTMENT**

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint MARK JAMES as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 10th day of July, 2023.

---

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 10th day of July, 2023

---

MARK JAMES

This term of appointment expires on Saturday, July 27, 2024.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 10, 2023

**SUBMITTED BY:** Genevieve Geddis, City Clerk

**ITEM TYPE:** Appointment

**AGENDA SECTION:** **Mayor's Business**

**SUBJECT:** Planning Commission Reappointments: Jerry Andes, Brandon Whitaker, and Zebo Zhu

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[Reappointment - Zebo Zhu.doc](#)  
[Reappointment - Brandon Whitaker.doc](#)  
[Reappointment - Jerry Andes.doc](#)



**Office of the Mayor**  
**Jon Nehring**  
501 Delta Avenue  
Marysville, WA 98270  
Phone: 360-363-8000

**APPOINTMENT**

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint ZEBO ZHU as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 22G.050.020; dated this 10th day of July, 2023.

---

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PLANNING COMMISSION of the City of Marysville in the manner required by law.

Dated this 10th day of July, 2023

---

ZEBO ZHU

This term of appointment expires on Thursday, August 2, 2029.



**Office of the Mayor**  
**Jon Nehring**  
501 Delta Avenue  
Marysville, WA 98270  
Phone: 360-363-8000

**APPOINTMENT**

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint BRANDON WHITAKER as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 22G.050.020; dated this 10th day of July, 2023.

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M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PLANNING COMMISSION of the City of Marysville in the manner required by law.

Dated this 10th day of July, 2023

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BRANDON WHITAKER

This term of appointment expires on Thursday, August 2, 2029.



**Office of the Mayor**  
**Jon Nehring**  
501 Delta Avenue  
Marysville, WA 98270  
Phone: 360-363-8000

**APPOINTMENT**

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint JERRY ANDES as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 22G.050.020; dated this 10th day of July, 2023.

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M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PLANNING COMMISSION of the City of Marysville in the manner required by law.

Dated this 10th day of July, 2023

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JERRY ANDES

This term of appointment expires on Thursday, August 2, 2028.