



MARYSVILLE
WASHINGTON

REGULAR MEETING
MONDAY, OCTOBER 9, 2023 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment:

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

- A. Oath of Office - Police Officer Andrew Wood
[Oath Police Officer Andrew Wood.docx](#)
- B. Community Development - Project Update

Audience Participation

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

Consent

- 1. September 20, 2023 Claims in the Amount of \$1,775,854.97 Paid by EFT Transactions and Check Numbers 165288 through 165329 with Check Number 164335 Voided
[092023.rtf](#)
- 2. September 27, 2023 Claims in the Amount of \$2,760,688.31 Paid by EFT

Transactions and Check Numbers 165330 through 16524 with Check Numbers 142782 and 165218 Voided
[092723.rtf](#)

3. CDBG Homage Senior Services Minor Home Repair Second Amendment

Recommended Motion: I move to approve the second amendment increasing the total allocation for the Minor Home Repair program from \$114,021.72 to \$115,081.72 in order to be in compliance with HUD regulations related to minimum and maximum amounts for Public Services Projects, Capital Facilities and Infrastructure Projects, and Planning and Administration costs.

[Second Amendment.doc](#)

4. Securus (AllPaid) Technologies LLC - Second Amendment

Recommended Motion: I move to authorize the Mayor to sign and execute the attached Amendment to our current Securus (AllPaid) Technologies LLC contract.

[20230921012302.pdf](#)

5. Interagency Agreement between the City and the Washington Traffic Safety Commission regarding participation in and grant funding associated with the Target Zero Task Force

Recommended Motion: I move to authorize the Mayor to sign and execute this interagency agreement as presented.

[TZT_Grant_Interagency_Agreement_2024.pdf](#)

Review Bids

Public Hearings

New Business

6. Duck Regulations Discussion

Discuss duck regulations and provide direction to staff related to next steps.

[Duck Regulations Memo - Final.pdf](#)

7. An **Ordinance** of the City Council of the City of Marysville, Washington, Repealing Chapter 6.37 of the Municipal Code in Regard to Solicitation

Recommended Motion: I move to adopt Ordinance No. _____.

[Ordinance - Solicitation Chapter Repeal.pdf](#)

8. An **Ordinance** Amending Chapter 2.45 of the Marysville Municipal Code and Reclassifying the Marysville Jail as a Correctional Facility

Recommended Motion: I move to adopt Ordinance No. _____.

[Jail Ordinance 7-18-23.pdf](#)

9. An **Ordinance** of the City Council of the City of Marysville, Washington, Setting Mandatory Minimum Sentences for Certain Crimes Committed by Repeat Offenders, Creating a Crime of Escape in the Third Degree - Absconding from Treatment, and Amending Chapters 6.03 and 6.15 of the Municipal Code

Recommended Motion: I move to adopt Ordinance No. _____.
[Mandatory Minimums - Public Disorder Crimes 10-6-23.pdf](#)

10. A **Resolution** of the City of Marysville Amending the Policy for the Investment of City Funds and Rescinding Resolution 2489

Recommended Motion: I move to adopt Resolution No. _____.
[2023 Policy Review Memo \(002\).pdf](#)
[2023 Marysville Investment Policy - REDLINE.pdf](#)
[Marysville Investment Policy 2023 Resolution 9.28.pdf](#)

Legal

Mayor's Business

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: October 9, 2023

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Oath of Office - Police Officer Andrew Wood

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[Oath Police Officer Andrew Wood.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Officer
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Andrew Wood, do solemnly swear that I will support the Constitution of the United States of America; the Laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 9th day of October, 2023.

Andrew Wood
Police Officer

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Community Development - Project Update

SUGGESTED ACTION:

SUMMARY: Presentation related to new developments and businesses in Marysville.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: September 20, 2023 Claims in the Amount of \$1,775,854.97
Paid by EFT Transactions and Check Numbers 165288
through 165329 with Check Number 164335 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[092023.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/20/2023 TO 9/20/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
165288	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 8/20/23-08/26/23	MEDICAL CLAIMS	67,951.07
165289	US BANK	TRAVEL/TRAINING	CITY COUNCIL	-710.00
	US BANK	SUPPLIES	GENERAL FUND	-117.81
	US BANK	REFUND	CUSTODIAL SERVICES	-111.35
	US BANK	SUPPLIES	WATER/SEWER OPERATION	-71.91
	US BANK	TRAINING/SUPPLIES	GENERAL FUND	-8.60
	US BANK	SUPPLIES/TRAINING	POLICE PATROL	-6.70
	US BANK	POSTAGE	EXECUTIVE ADMIN	1.86
	US BANK	SUPPLIES	OPERA HOUSE	4.10
	US BANK		COMMUNITY CENTER	5.23
	US BANK	POSTAGE	PERSONNEL ADMINISTRATION	5.49
	US BANK	SUPPLIES	GMA-PARKS	9.84
	US BANK	LICENSE	POLICE PATROL	10.00
	US BANK	TRAINING/SUPPLIES	POLICE PATROL	13.12
	US BANK	POSTAGE	LEGAL-GENL	13.16
	US BANK	SUPPLIES	RECREATION SERVICES	14.72
	US BANK		RECREATION SERVICES	15.38
	US BANK	TRAINING/SUPPLIES	POLICE ADMINISTRATION	18.25
	US BANK	SUPPLIES	RECREATION SERVICES	21.19
	US BANK	POSTAGE	COMMUNITY	21.29
	US BANK	REGISTRATION	RECREATION SERVICES	25.00
	US BANK	SUPPLIES/PROFF SERVICES	DETENTION & CORRECTION	26.19
	US BANK	SUPPLIES	RECREATION SERVICES	28.87
	US BANK	POSTAGE	PARK & RECREATION FAC	33.56
	US BANK	SUPPLIES	GENERAL	35.00
	US BANK	SUPPLIES/PARTS/REGISTRATION	EQUIPMENT RENTAL	35.25
	US BANK	POSTAGE	UTILITY BILLING	37.93
	US BANK	TRAINING/SUPPLIES	STORM DRAINAGE	38.28
	US BANK	MEALS	EXECUTIVE ADMIN	44.23
	US BANK	SUPPLIES/TRAINING	LEGAL-GENL	47.16
	US BANK	WELLNESS SURVEY	MEDICAL CLAIMS	53.61
	US BANK	TRAINING/SUPPLIES	COMMUNITY SERVICES UNIT	59.17
	US BANK	MEALS/TRAININGS	CITY COUNCIL	60.00
	US BANK		EXECUTIVE ADMIN	60.52
	US BANK	TRAINING/SUPPLIES	DETENTION & CORRECTION	63.36
	US BANK	SUPPLIES/PARTS/REGISTRATION	EQUIPMENT RENTAL	64.00
	US BANK		EQUIPMENT RENTAL	64.00
	US BANK	MEALS	POLICE INVESTIGATION	64.61
	US BANK	REFRESHMENTS	PERSONNEL ADMINISTRATION	64.71
	US BANK	SIGNAGE	UTILITY BILLING	72.18
	US BANK	SUPPLIES	COMPUTER SERVICES	75.00
	US BANK		UTILITY LOCATING	76.34
	US BANK	TRAVEL/UNIFORMS/TRAININGS	POLICE INVESTIGATION	77.67
	US BANK	SUPPLIES	UTIL ADMIN	80.14
	US BANK	TRAINING/SUPPLIES	EMBEDDED SOCIAL WORKER	81.60
	US BANK	SUPPLIES/PARTS/UNIFORMS	PARK & RECREATION FAC	84.58
	US BANK	SUPPLIES	COMMUNITY	87.82
	US BANK	ADVERTISING	OPERA HOUSE	90.38
	US BANK	SUPPLIES/PROFF SERVICES	POLICE ADMINISTRATION	91.60
	US BANK	EMPLOYEE APP/TRAINING	DETENTION & CORRECTION	94.00
	US BANK	SUPPLIES	COMMUNITY	98.46
	US BANK	PROF. SERVICES	UTIL ADMIN	100.00
	US BANK	TRAINING/SUPPLIES	POLICE PATROL	100.07
	US BANK	SUPPLIES/TRAINING	LEGAL - PROSECUTION	111.61
	US BANK	POSTAGE	UTIL ADMIN	111.708

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	US BANK	SUPPLIES	ENGR-GENL	122.73
	US BANK	SUPPLIES/PARTS/REGISTRATION	SMALL ENGINE SHOP	131.27
	US BANK	SUPPLIES	HYDRANTS	146.05
	US BANK	TRAVEL/UNIFORMS/TRAININGS	POLICE PATROL	149.77
	US BANK	TRAINING/SUPPLIES	POLICE TRAINING-FIREARMS	159.00
	US BANK	TRAVEL/TRAINING	ROADWAY MAINTENANCE	170.00
	US BANK	SUPPLIES/PROF SERVICES	POLICE INVESTIGATION	185.91
	US BANK	WELLNESS SUPPLIES	MEDICAL CLAIMS	186.32
	US BANK	SUPPLIES	COMMUNITY	190.52
	US BANK		GIS SERVICES IS	192.08
	US BANK	SUPPLIES/PROFF SERVICES	POLICE INVESTIGATION	200.00
	US BANK		DETENTION & CORRECTION	200.00
	US BANK		OFFICE OPERATIONS	200.00
	US BANK	SUPPLIES/PARTS/UNIFORMS	PARK & RECREATION FAC	204.58
	US BANK	PRINTER STAND	WATER QUAL TREATMENT	207.85
	US BANK	TRAINING/SUPPLIES	POLICE ADMINISTRATION	219.99
	US BANK	TRAVEL/TRAINING	UTIL ADMIN	225.00
	US BANK	SUPPLIES	ENGR-GENL	243.90
	US BANK		COMPUTER SERVICES	251.90
	US BANK	SUPPLIES/REGISTRATION/MEALS	PERSONNEL ADMINISTRATION	287.65
	US BANK	STORAGE CONTAINERS/SUPPLIES	SOLID WASTE OPERATIONS	290.00
	US BANK	EMPLOYEE APP/TRAINING	POLICE ADMINISTRATION	300.00
	US BANK	SUPPLIES FOR NNO	CRIME PREVENTION	307.44
	US BANK	SUPPLIES	TRANSPORTATION	335.20
	US BANK		POLICE ADMINISTRATION	339.98
	US BANK	TRAVEL/TRAINING	UTIL ADMIN	340.00
	US BANK	SUPPLIES	SEWER MAIN COLLECTION	346.88
	US BANK	TRAVEL/TRAINING	SEWER LIFT STATION	347.10
	US BANK	SUPPLIES	RECREATION SERVICES	347.15
	US BANK	PROF. SERVICES	STORM DRAINAGE	360.90
	US BANK	TRAINING/SUPPLIES	POLICE INVESTIGATION	369.01
	US BANK	SUPPLIES/PARTS/REGISTRATION	EQUIPMENT RENTAL	371.24
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	371.99
	US BANK	POSTAGE	FINANCE-GENL	386.24
	US BANK	SUPPLIES/PROFF SERVICES	POLICE INVESTIGATION	415.66
	US BANK	LICENSE RENEWALS	GIS SERVICES IS	423.40
	US BANK	POSTAGE	MUNICIPAL COURTS	423.77
	US BANK	TRAVEL/TRAINING	UTIL ADMIN	430.00
	US BANK	SUPPLIES/PROFF SERVICES	POLICE PATROL	437.24
	US BANK	SUPPLIES/PARTS/REGISTRATION	EQUIPMENT RENTAL	448.52
	US BANK	SUPPLIES	GENL GVRNMNT SERVICES	448.78
	US BANK	SUPPLIES/PROFF SERVICES	POLICE PATROL	448.78
	US BANK	MEMBERSHIP RENEWAL	POLICE INVESTIGATION	450.00
	US BANK	TRAINING/SUPPLIES	OFFICE OPERATIONS	462.55
	US BANK	SUPPLIES	WATER SERVICE INSTALL	465.43
	US BANK	SUPPLIES/PARTS/UNIFORMS	PARK & RECREATION FAC	472.81
	US BANK	TRAVEL/TRAINING	ENGR-GENL	474.30
	US BANK		EXECUTIVE ADMIN	485.89
	US BANK	SUPPLIES/PROFF SERVICES	POLICE ADMINISTRATION	499.00
	US BANK	SUPPLIES/TRAINING	LEGAL - PROSECUTION	520.00
	US BANK	TRAINING/SUPPLIES	STORM DRAINAGE	573.19
	US BANK	SUPPLIES	ROADWAY MAINTENANCE	579.81
	US BANK	SUPPLIES/PARTS/REGISTRATION	EQUIPMENT RENTAL	587.48
	US BANK	REGISTRATION	ENGR-GENL	600.00

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165289	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	600.00
	US BANK	SUPPLIES/PROFF SERVICES	POLICE PATROL	618.97
	US BANK	SUPPLIES/TRAINING	GMA - STREET	700.00
	US BANK	SUPPLIES	FINANCE-GENL	705.18
	US BANK		EQUIPMENT RENTAL	750.07
	US BANK	REGISTRATION	TRAINING	770.00
	US BANK	SUPPLIES/REGISTRATION/MEALS	PERSONNEL ADMINISTRATION	821.16
	US BANK	SUPPLIES	WATER SERVICES	836.91
	US BANK	TRAVEL/UNIFORMS/TRAININGS	POLICE TRAINING-FIREARMS	900.00
	US BANK	SUPPLIES	RECREATION SERVICES	909.96
	US BANK		WATER CAPITAL PROJECTS	932.96
	US BANK		COMPUTER SERVICES	973.38
	US BANK	TRAINING/SUPPLIES	POLICE ADMINISTRATION	984.60
	US BANK	SUPPLIES/PROFF SERVICES	POLICE ADMINISTRATION	1,000.00
	US BANK	TRAVEL/TRAINING	EXECUTIVE ADMIN	1,069.96
	US BANK	TRAINING/SUPPLIES	POLICE PATROL	1,077.09
	US BANK	SUPPLIES	SOLID WASTE OPERATIONS	1,147.34
	US BANK	TRAVEL/UNIFORMS/TRAININGS	POLICE PATROL	1,176.77
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,201.61
	US BANK	SUPPLIES/PROF SERVICES	POLICE INVESTIGATION	1,401.45
	US BANK	TRAVEL/UNIFORMS/TRAININGS	POLICE PATROL	1,521.14
	US BANK	SUPPLIES/PARTS/REGISTRATION	EQUIPMENT RENTAL	1,699.97
	US BANK	SUPPLIES/PROF SERVICES	POLICE INVESTIGATION	1,829.84
	US BANK	MEALS/TRAININGS	EXECUTIVE ADMIN	1,996.66
	US BANK	SUPPLIES/PROFF SERVICES	EMBEDDED SOCIAL WORKER	2,143.51
	US BANK	SUPPLIES	EXECUTIVE ADMIN	2,201.74
	US BANK		WATER DIST MAINS	2,877.98
	US BANK		COMPUTER SERVICES	3,082.14
	US BANK		COMPUTER SERVICES	3,239.96
	US BANK	TRAINING/SUPPLIES	POLICE TRAINING-FIREARMS	5,246.00
	US BANK	SUPPLIES	EXECUTIVE ADMIN	6,857.38
	US BANK	STORAGE CONTAINERS/SUPPLIES	SOLID WASTE OPERATIONS	7,428.12
165290	911 SUPPLY INC.	UNIFORMS - MOSALSKY	POLICE PATROL	54.70
	911 SUPPLY INC.	UNIFORMS - SMITH	POLICE PATROL	54.72
	911 SUPPLY INC.	UNIFORMS - NATTERSTAD	POLICE PATROL	170.65
165291	ADT LLC	ELECTRICAL PERMIT FEE REFUND	COMMUNITY DEVELOPMENT	50.00
165292	ALLIANT INSURANCE	PUBLIC OFFICIALS BOND - FERRER-SANTA INES	RISK MANAGEMENT	75.00
165293	ASM AFFILIATES, INC.	PROFESSIONAL SERVICES THROUGH 08/31/23	SURFACE WATER CAPITAL	11,337.50
165294	BICHEL, ROSS	REFUND HYDRANT METER	WATER-UTILITIES/ENVIRONMN	-172.50
	BICHEL, ROSS		WATER/SEWER OPERATION	1,150.00
165295	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	2,118.69
165296	C M HEATING	PERMIT REFUND	NON-BUS LICENSES AND	49.00
165297	CODE PUBLISHING	MUNICIPAL CODE WEB UPDATE	CITY CLERK	385.64
165298	EVERETT STAMP WORKS	NOTARY STAMP - ROBERTSON	POLICE ADMINISTRATION	56.29
165299	EVERETT, CITY OF	ANIMALS TO THE SHELTER - JULY	COMMUNITY SERVICES UNIT	74.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	580.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	2,750.00
165300	EVERETT, CITY TREAS	WATER FILTRATION SERVICES: 07/31/23-08/31/23	SOURCE OF SUPPLY	386,730.45
165301	FOREMOST PROMOTIONS	PROMOTIONAL MATERIALS	CRIME PREVENTION	563.55
165302	HDR ENGINEERING	PROFESSIONAL SERVICE THROUGH 08/26/23	GMA - STREET	842.89
	HDR ENGINEERING		GMA - STREET	3,051.49
165303	KEYSTONE LAND	PARTIAL APPRAISAL REIMBURSEMENT	GMA - STREET	2,750.00
165304	LYNN PEAVEY COMPANY	SUPPLIES	POLICE INVESTIGATION	501.62
165305	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE THROUGH 08/31/23	GMA-PARKS	16,021.81
165306	MARYSVILLE, CITY OF	1404 5TH ST	CITY HALL	25.10

**CITY OF MARYSVILLE
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	MARYSVILLE, CITY OF	0 2ND & COL	ROADWAY MAINTENANCE	67.10
	MARYSVILLE, CITY OF	0 2 & UNION	ROADWAY MAINTENANCE	77.39
	MARYSVILLE, CITY OF	0 2 & ALDER	ROADWAY MAINTENANCE	101.40
	MARYSVILLE, CITY OF	0 2 & QUINN	ROADWAY MAINTENANCE	108.26
	MARYSVILLE, CITY OF	1095 ALDER AVE	AFFORDABLE HOUSING	224.97
	MARYSVILLE, CITY OF	10118 STATE AVE	ROADWAY MAINTENANCE	620.84
	MARYSVILLE, CITY OF	514 DELTA AVE	CITY HALL	729.23
	MARYSVILLE, CITY OF	501 DELTA AVE	CITY HALL	2,048.22
	MARYSVILLE, CITY OF	514 DELTA AVE	PUBLIC SAFETY BLDG	2,206.46
165307	MC CLURE & SONS INC	PAY APP #17	SURFACE WATER CAPITAL	356,689.57
165308	NELSON, RYAN	REIMBURSEMENT FOR 08/20/23 PD SUPPLIES	POLICE ADMINISTRATION	754.45
165309	NW EMERGENCY PHYSICI	INMATE EMERGENCY CARE	DETENTION & CORRECTION	2,470.00
165310	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE ADMINISTRATION	142.52
165311	PACIFIC POWER BATTER	BATTERY CHARGER	WATER FILTRATION PLANT	87.34
165312	PH CONSULTING LLC	PROFESSIONAL SERVICE THROUGH 08/31/23	GMA - STREET	3,561.74
165313	PROFORCE LAW ENFORC	HANDGUN	POLICE PATROL	700.31
	PROFORCE LAW ENFORC	HOLSTERS	POLICE PATROL	2,065.69
165314	PUD	ACCT #201142098	PARK & RECREATION FAC	8.70
	PUD	ACCT #200973956	SEWER LIFT STATION	26.85
	PUD	ACCT #220681340	STORM DRAINAGE	32.54
	PUD	ACCT #201142155	TRANSPORTATION	40.65
	PUD	ACCT #204829691	STREET LIGHTING	47.74
	PUD	ACCT #200448801	TRANSPORTATION	51.56
	PUD	ACCT #202294245	SEWER LIFT STATION	52.16
	PUD	ACCT #201628880	WASTE WATER TREATMENT	60.61
	PUD	ACCT #222664310	TRANSPORTATION	64.14
	PUD	ACCT #200660439	STREET LIGHTING	64.52
	PUD	ACCT #203996343	STREET LIGHTING	69.13
	PUD	ACCT #222664740	TRANSPORTATION	73.84
	PUD	ACCT #221610405	STREET LIGHTING	82.71
	PUD	ACCT #222663973	TRANSPORTATION	103.58
	PUD	ACCT #203291216	GENERAL	112.81
	PUD	ACCT #221115934	MAINT OF GENL PLANT	115.24
	PUD	ACCT #220020531	STREET LIGHTING	150.95
	PUD	ACCT #201675634	WASTE WATER TREATMENT	368.85
	PUD	ACCT #202177333	MAINT OF GENL PLANT	704.52
	PUD	ACCT #201587284	WASTE WATER TREATMENT	756.73
	PUD	ACCT #201639689	MAINT OF GENL PLANT	997.38
	PUD	ACCT #201420635	WASTE WATER TREATMENT	9,146.20
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,375.37
	PUD	ACCT #201721180	WASTE WATER TREATMENT	26,518.14
165315	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	13.15
165316	PUGET SOUND SECURITY	SIGNALS	TRANSPORTATION	54.70
165317	REECE TRUCKING	PAY ESTIMATE #2	GMA - STREET	751,905.14
165318	RH2 ENGINEERING INC	PROFESSIONAL SERVICE THROUGH 08/27/23	SEWER CAPITAL PROJECTS	5,165.23
165319	SNO CO AUDITOR	RECORDING/COPIES FEES	ENGR-GENL	831.00
165320	SPRINGBROOK NURSERY	DUMP BRUSH	PARK & RECREATION FAC	32.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	32.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	40.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	80.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	96.00
165321	THOMSON REUTERS	WEST INFORMATION CHARGES 08/01/23-08/31/23	LEGAL-GENL	460.75
	THOMSON REUTERS		LEGAL - PROSECUTION	460.75
165322	TIM'S BACKFLOW TEST	BACKFLOW TEST	PARK & RECREATION FAC	40.00



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: September 27, 2023 Claims in the Amount of \$2,760,688.31 Paid by EFT Transactions and Check Numbers 165330 through 165524 with Check Numbers 142782 and 165218 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[092723.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/27/2023 TO 9/27/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
165330	STATE AUDITORS OFFICE	AUDIT PERIOD 2022	UTIL ADMIN	13,431.28
	STATE AUDITORS OFFICE		NON-DEPARTMENTAL	13,431.29
165331	REVENUE, DEPT OF	EXCISE TAXES AUG 2023	CITY CLERK	1.00
	REVENUE, DEPT OF		COMMUNITY	3.88
	REVENUE, DEPT OF		POLICE ADMINISTRATION	33.77
	REVENUE, DEPT OF		GOLF ADMINISTRATION	137.54
	REVENUE, DEPT OF		WATER/SEWER OPERATION	812.72
	REVENUE, DEPT OF		GENERAL FUND	1,272.17
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,514.76
	REVENUE, DEPT OF		STORM DRAINAGE	9,097.01
	REVENUE, DEPT OF		GOLF COURSE	26,908.68
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	38,356.44
	REVENUE, DEPT OF		UTIL ADMIN	101,375.03
165332	PREMERA BLUE CROSS	CLAIMS PAID 8/27 - 8/31/23	MEDICAL CLAIMS	40,341.17
	PREMERA BLUE CROSS	CLAIMS PAID 9/10 - 9/16/23	MEDICAL CLAIMS	62,771.73
	PREMERA BLUE CROSS	CLAIMS PAID 9/1 - 9/9/23	MEDICAL CLAIMS	94,999.82
165333	LICENSING, DEPT OF	DRIVING ABSTRACT - CAMPBELL	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - KING	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - REID	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - SMITH	PERSONNEL ADMINISTRATION	15.00
165334	LICENSING, DEPT OF	DEALERS LICENSE - MARLO SALES	INTERGOVERNMENTAL	125.00
165335	LICENSING, DEPT OF	CPL'S - FIREARM SECTION	INTERGOVERNMENTAL	1,161.00
165336	911 SUPPLY INC.	EAR PIECES	POLICE PATROL	153.29
	911 SUPPLY INC.	UNIFORM PATCHES - LARSEN	POLICE PATROL	351.09
	911 SUPPLY INC.	VEST BRAR	POLICE PATROL	1,959.36
165337	A & A LANGUAGE SERVICE	INTERPRETING SERVICE	COURTS	75.00
165338	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	130.00
	ACOSTA, JESSE		COURTS	133.41
165339	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	114.43
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	333.28
	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	425.65
165340	ALPINE PRODUCTS INC	WHEEL/SPACER	TRAFFIC CONTROL DEVICES	347.51
	ALPINE PRODUCTS INC	LEFT TURN ARROWS	TRAFFIC CONTROL DEVICES	2,196.21
165341	AMERICAN CLEANERS	UNIFORM DRY CLEANING	POLICE ADMINISTRATION	23.84
	AMERICAN CLEANERS		DETENTION & CORRECTION	54.54
	AMERICAN CLEANERS		POLICE PATROL	209.23
165342	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	925.00
165343	ARAMARK UNIFORM	JANITORIAL SUPPLIES	CIVIC CENTER	16.04
	ARAMARK UNIFORM		CIVIC CENTER	16.04
	ARAMARK UNIFORM		CIVIC CENTER	16.04
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	46.14
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	46.14
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	46.14
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	46.14
	ARAMARK UNIFORM	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	85.75
	ARAMARK UNIFORM		CUSTODIAL SERVICES	85.75
	ARAMARK UNIFORM		CUSTODIAL SERVICES	85.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
	ARAMARK UNIFORM		OPERA HOUSE	349.56
165344	ARC ARCHITECTS, INC.	PROFESSIONAL SERVICE	PW ADMIN CAP PROJECT	7,438.47
165345	ARG INDUSTRIAL	BUSHINGS, HOSE ASSEMBLY	WATER RESERVOIRS	200.10
165346	ASTOUND BUSINESS	I-NET LEASE, INTERNET SERVICE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.14

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	ASTOUND BUSINESS		COMPUTER SERVICES	2,085.73
165347	BENS CLEANER SALES	WASH RACK SERVICE	MAINT OF GENL PLANT	452.02
165348	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	130.00
165349	BILLING DOCUMENT SPE	TRANSACTION FEES - AUG 2023	UTILITY BILLING	2,402.71
	BILLING DOCUMENT SPE	PRINTING SERVICE 9/1 - 9/8/23	UTILITY BILLING	2,775.40
165350	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	277.86
165351	BOLLING, KELLI	REFUND - BALLET/TAP	PARKS-RECREATION	16.00
165352	BOTESCH, NASH & HALL	EVIDENCE ROOM #2	CAPITAL EXPENDITURES	33,226.17
165353	BRINC DRONES INC.	DRONE, BRINC BALL, PROTECTION PLAN	DRUG ENFORCEMENT	2,774.91
165354	BUCHANAN SERVICES	LIFT INSPECTION, CERTIFICATION	EQUIPMENT RENTAL	2,352.10
165355	CARVER, VICKI	INSTRUCTOR PAYMENT	RECREATION SERVICES	648.00
165356	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,642.76
	CASCADE COLUMBIA		WASTE WATER TREATMENT	16,370.68
165357	CASTLE TIRE DISPOSAL	CLEAN SWEEP TIRE DISPOSAL	GENERAL FUND	-168.42
	CASTLE TIRE DISPOSAL		PROTECTIVE INSPECTIONS	1,960.08
165358	CATHOLIC COMMUNITY	CCS - CHORE SERVICE AUG 2023	COMMUNITY	548.56
	CATHOLIC COMMUNITY	CCS - CHORE SERVICE JULY 2023	COMMUNITY	600.61
165359	CC EDWARDS CONST	HYDRANT METER RENTAL	WATER-UTILITIES/ENVIRONMN	-100.00
	CC EDWARDS CONST		WATER/SEWER OPERATION	1,150.00
165360	CENTRAL WELDING SUPPLY	CARBON DIOXIDE	WATER/SEWER OPERATION	61.96
	CENTRAL WELDING SUPPLY	RAIN JACKET	ER&R	92.99
165361	CHAMPION BOLT	MISC. SUPPLIES	WASTE WATER TREATMENT	174.16
165362	CNR INC	MITEL HEADSETS	IS REPLACEMENT ACCOUNTS	938.65
	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
165363	COMMERCIAL FIRE	BACK FLOW INSPECTION & TEST	CIVIC CENTER	336.00
165364	COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	31,291.69
165365	CONDYLES, PETER	AIRFARE	CITY COUNCIL	158.90
165366	CONSOLIDATED PRESS	MARYSVILLE PRINT NEWSLETTER	EXECUTIVE ADMIN	7,153.64
165367	CONSTANTINE, TIMOTHY	UTILITY REFUND	WATER/SEWER OPERATION	21.42
165368	COOP SUPPLY	SCRAPER	WASTE WATER TREATMENT	56.87
	COOP SUPPLY	TELESCOPIC HEDGE SHEAR	WASTE WATER TREATMENT	100.62
165369	COPIERS NORTHWEST	CANON PRINTER/COPIER SERVICE	OFFICE OPERATIONS	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		FINANCE-GENL	77.21
	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

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165369	COPIERS NORTHWEST	CANON PRINTER/COPIER SERVICE	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
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	380.59
	COPIERS NORTHWEST		DETENTION & CORRECTION	584.23
165370	CORE & MAIN LP	METER PITS	WATER SERVICE INSTALL	5,115.54
	CORE & MAIN LP	METER PIT	WATER SERVICE INSTALL	13,049.23
165371	CORLEY, LONNY	UTILITY REFUND	WATER/SEWER OPERATION	509.39
165372	CORRECTIONS, DEPT OF	INMATE FOOD SUPPLIES	DETENTION & CORRECTION	10,153.00
165373	COSLETT, GINA	REFUND - PICKLEBALL	PARKS-RECREATION	60.00
165374	COSTLESS SENIOR SRVCS	INMATE MEDICATIONS	DETENTION & CORRECTION	1,248.75
165375	CRYSTAL SPRINGS	CREDIT CARD SURCHARGE	POLICE ADMINISTRATION	19.76
165376	CUDABACK, CHANCE	UTILITY REFUND	GARBAGE	12.14
165377	CUMMINS NORTHWEST	ADJUSTMENT FOR SCOPE OF WORK	WASTE WATER TREATMENT	-951.97
	CUMMINS NORTHWEST	PARTS/LABOR SERVICE	WASTE WATER TREATMENT	3,736.75
165378	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	75.00
165379	DICKS TOWING	TOWING 23-48089	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-48665	POLICE PATROL	77.54
165380	DIMENSIONAL	SIGNAGE FOR CONFERENCE ROOM	CAPITAL EXPENDITURES	21,119.67
165381	DMH INDUSTRIAL	PUMP #3 SERVICE	SEWER LIFT STATION	4,293.79
	DMH INDUSTRIAL	TORNADO MOTORS	WASTE WATER TREATMENT	6,703.90
165382	DOBYNS FAMILY LLC	UTILITY REFUND 15117 44TH AVE NE	WATER/SEWER OPERATION	706.22
165383	DUNLAP INDUSTRIAL	POLYESTER SLINGS/STRAPS	WASTE WATER TREATMENT	278.31
	DUNLAP INDUSTRIAL	SAW BARE	PARK & RECREATION FAC	511.80
165384	E&E LUMBER	CREDIT FOR INV#328990	UTIL ADMIN	-110.28
	E&E LUMBER	CREDIT FOR INV. #240784	CITY HALL	-20.21
	E&E LUMBER	CREDIT INV. FOR 306881	CIVIC CENTER	-15.40
	E&E LUMBER	SUPPLIES	POLICE INVESTIGATION	7.55
	E&E LUMBER	PVC SUPPLIES	TRANSPORTATION	9.92
	E&E LUMBER	SUPPLIES	POLICE PATROL	10.26
	E&E LUMBER	MISC. SUPPLIES	CIVIC CENTER	15.40
	E&E LUMBER	MOUNTING HARDWARE	SEWER LIFT STATION	19.28
	E&E LUMBER	SUPPLIES	POLICE INVESTIGATION	26.20
	E&E LUMBER	SAW BLADES	GMA-PARKS	105.14
	E&E LUMBER	CONCRETE MIX	MAINTENANCE	108.17
	E&E LUMBER	MISC. SUPPLIES	WATER RESERVOIRS	159.68
	E&E LUMBER		ROADSIDE VEGETATION	306.69
	E&E LUMBER	LUMBER TIMBER, SUPPLIES	MAINTENANCE	2,963.61
165385	EAGLE FENCE	CHAIN LINK FENCE INSTALL	ROADSIDE VEGETATION	1,219.81
	EAGLE FENCE	TEMPORARY FENCE	UTIL ADMIN	2,007.49
165386	EAST JORDAN IRON WORK	ROAD CASES	GENL GVRNMNT SERVICES	91.52
	EAST JORDAN IRON WORK		GENL GVRNMNT SERVICES	287.04
165387	EGGERTSEN, BURTON	LEGAL EDUCATION FEES	LEGAL-GENL	470.95
165388	EMPLOYMENT SECURITY	SR#24053 PROGRAM FEE	EXECUTIVE ADMIN	10,800.00
165389	EVERETT STAMP WORKS	DATE STAMP	CITY CLERK	91.79
165390	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	53,560.00
165391	FERGUSON ENTERPRISES	BRASS COUPLINGS	WATER SERVICES	1,148.70
165392	FERRARO, TABITHA	MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	40.00
165393	FERRELLGAS	PROPANE GAS REFILL	ROADWAY MAINTENANCE	83.16
	FERRELLGAS		TRAFFIC CONTROL DEVICES	83.16
165394	FIRST AMERICAN TITLE	SHORT PLAT TITLE REPORT	GMA - STREET	384.65
165395	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	400.16

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165396	G A POWELL INC	UTILITY REFUND	WATER/SEWER OPERATION	67.59
165397	G A POWELL INC	UTILITY REFUND	WATER/SEWER OPERATION	127.91
165398	GARDNER, SUE	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
165399	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GENL GVRNMNT SERVICES	3,670.60
165400	GOVCONNECTION INC	MODEM, FIREWALL, ANTENNA	SEWER LIFT STATION	1,332.30
165401	GRAINGER	WASP/HORNET KILLER	ER&R	220.17
165402	GRANITE CONST	GRAVEL	ROADWAY MAINTENANCE	276.87
165403	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	201.79
	GRANITE CONST		ROADWAY MAINTENANCE	232.80
	GRANITE CONST		ROADWAY MAINTENANCE	300.33
165404	GRUENHAGEN, PAT	SUPPLIES	ENGR-GENL	6.01
165405	GUENZLER, JOSH	CDL PHYSICAL	WATER SERVICES	125.00
165406	HA, ELIZABETH JEAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	4,837.20
165407	HANSEN, MICHAEL	UTILITY REFUND	GARBAGE	324.24
	HANSEN, MICHAEL		WATER/SEWER OPERATION	715.10
165408	HARGROVE, KIMBERLY	SENIOR DANCE	OPERA HOUSE	300.00
165409	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
165410	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	9,914.45
165411	HERC RENTALS INC	EXCAVATOR RENTAL	GMA-PARKS	1,658.50
165412	HOFFMAN, LUKE	REFUND - PICKLEBALL	PARKS-RECREATION	80.00
165413	HOWELL, KELSEY	REFUND - YOGA	PARKS-RECREATION	10.00
165414	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
165415	INNOVATION WELDING	FABRICATION/INSTALL GATES	CAPITAL EXPENDITURES	3,580.12
165416	IRON MOUNTAIN INC	SHREDDING SERVICE	COMMUNITY	43.24
	IRON MOUNTAIN INC		UTILITY BILLING	43.24
	IRON MOUNTAIN INC		LEGAL - PROSECUTION	43.24
	IRON MOUNTAIN INC		EXECUTIVE ADMIN	43.24
	IRON MOUNTAIN INC		PERSONNEL ADMINISTRATION	58.24
	IRON MOUNTAIN INC		FINANCE-GENL	58.24
	IRON MOUNTAIN INC		DETENTION & CORRECTION	65.62
	IRON MOUNTAIN INC		POLICE INVESTIGATION	65.65
	IRON MOUNTAIN INC		POLICE PATROL	65.65
	IRON MOUNTAIN INC		OFFICE OPERATIONS	65.65
	IRON MOUNTAIN INC		DETENTION & CORRECTION	65.65
	IRON MOUNTAIN INC		MUNICIPAL COURTS	118.24
165417	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	27.37
	J2 CLOUD SERVICES		LEGAL-GENL	27.37
	J2 CLOUD SERVICES		WATER DIST MAINS	54.74
	J2 CLOUD SERVICES		UTILITY BILLING	54.74
	J2 CLOUD SERVICES		CITY CLERK	54.74
	J2 CLOUD SERVICES		COMMUNITY	54.74
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	54.74
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	54.74
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	54.74
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	54.74
	J2 CLOUD SERVICES		RECREATION SERVICES	54.74
	J2 CLOUD SERVICES		POLICE INVESTIGATION	54.74
	J2 CLOUD SERVICES		MUNICIPAL COURTS	54.74
	J2 CLOUD SERVICES		DETENTION & CORRECTION	54.74
	J2 CLOUD SERVICES		PROBATION	54.74
	J2 CLOUD SERVICES		FINANCE-GENL	54.74
	J2 CLOUD SERVICES		UTIL ADMIN	54.74
	J2 CLOUD SERVICES		ENGR-GENL	54.74
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	54.74

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165417	J2 CLOUD SERVICES	FAX	COMPUTER SERVICES	54.77
	J2 CLOUD SERVICES		OFFICE OPERATIONS	109.48
	J2 CLOUD SERVICES		MUNICIPAL COURTS	164.22
165418	JACOBSON, ELLIOT	MOUNTING TV SUPPLIES	COMPUTER SERVICES	26.14
165419	JENSEN, DARRYL A	UTILITY REFUND	GARBAGE	42.75
165420	JOHNSTON, ROSS	MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	60.00
165421	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	18.75
165422	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	4,091.68
165423	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
165424	KELKENBERG, MISTY	EVENT CANCELLATION REFUND	PARKS-RECREATION	85.00
165425	KRAUSE, RUSSELL	UTILITY REFUND	WATER/SEWER OPERATION	304.29
165426	KUTSAN, ALEKSANDR &		WATER/SEWER OPERATION	244.15
165427	LABOR & INDUSTRIES	L & I RIGHT-TO-KNOW FEE	UTIL ADMIN	34.50
165428	LAKEWOOD SCHOOL DIST	CUSTODIAL SERVICE FOR TRACK MEETS	RECREATION SERVICES	210.00
165429	LANCE, GABE	DOT PHYSICAL	UTIL ADMIN	125.00
165430	LASTING IMPRESSIONS	UNIFORM - HATS	POLICE PATROL	35.01
	LASTING IMPRESSIONS	UNIFORMS	RECREATION SERVICES	88.61
	LASTING IMPRESSIONS		OPERA HOUSE	369.28
165431	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	196.28
165432	LINVILLE, SHERA	UTILITY REFUND	GARBAGE	10.87
165433	LOHRKE, TREVOR	EVOC TRAINING	POLICE PATROL	247.50
165434	LOOMIS	ARMORED TRUCK SERVICE	MUNICIPAL COURTS	85.32
	LOOMIS		POLICE ADMINISTRATION	85.33
	LOOMIS		COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS		GOLF ADMINISTRATION	227.54
165435	MALLAHAN, MARK	CEU'S CERT PREPARATION	UTIL ADMIN	272.55
165436	MARYSVILLE AWARDS	AWARDS	POLICE ADMINISTRATION	136.09
165437	MARYSVILLE FOOD BANK	CDBG - MSVL FOOD BANK	COMMUNITY	20,000.00
165438	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	42.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	54.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	60.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	96.00
165439	MARYSVILLE UNITED	HUMAN SERVICES GRANT	RENTAL ASSISTANCE	10,000.00
165440	MARYSVILLE, CITY OF	9623 55TH AVE NE	PARK & RECREATION FAC	33.74
	MARYSVILLE, CITY OF	12211 51ST AVE NE	SEWER LIFT STATION	124.77
	MARYSVILLE, CITY OF	6802 84TH ST NE	GOLF ADMINISTRATION	226.87
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	420.31
	MARYSVILLE, CITY OF	TUSC RDG IRRIGATION	PARK & RECREATION FAC	495.99
165441	MATERIALS TESTING &	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	2,055.00
165442	MIKLOS, ALISON	REFUND - ART CLASS	PARKS-RECREATION	78.00
165443	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	864.00
	MPAC		RECREATION SERVICES	1,051.20
165444	MYSTAL, JESSICA & MA	UTILITY REFUND	GARBAGE	244.71
165445	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	111.00
	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	111.00
165446	NICHOLS, CHRISTINA	REFUND - ART	PARKS-RECREATION	78.00
165447	NIN, ANDRET & XENELL		WATER/SEWER OPERATION	275.39
165448	NORTH SOUND MEDIA	OPERA HOUSE ADVERTISING	OPERA HOUSE	425.00
165449	NORTHWEST CONST	METER RENTAL	WATER/SEWER OPERATION	1,150.00
165450	NUNAMAKER, KEVIN	UTILITY REFUND	GARBAGE	90.69
165451	NW EMERGENCY PHYSICAL	INMATE EMERGENCY MEDICAL	DETENTION & CORRECTION	594.00
165452	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	LEGAL-GENL	18.68
	ODP BUSINESS SOLUTION		LEGAL - PROSECUTION	18.69
	ODP BUSINESS SOLUTION		CITY CLERK	18.18

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	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	205.65
165453	OKIYAMA, BRITTNEY	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
165454	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,468.80
165455	OREILLY AUTO PARTS	PAPER	EQUIPMENT RENTAL	19.65
	OREILLY AUTO PARTS	SERPENTINE BELT	EQUIPMENT RENTAL	39.64
	OREILLY AUTO PARTS	ALTERNATOR ASSEMBLY - J008	EQUIPMENT RENTAL	148.85
165456	OXBLUE LLC	CELLULAR CAMERA LEASE	SURFACE WATER CAPITAL	1,173.00
165457	PALAMERICAN SECURITY	SECURITY SERVICE - SEPT 2023	PROBATION	1,148.70
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,446.10
165458	PEACOCK, WILLIAM	WWCPA CERT TRAINING	UTIL ADMIN	500.00
165459	PEARSON, TARA	UTILITY REFUND	WATER/SEWER OPERATION	241.65
165460	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	-81.32
	PGC INTERBAY LLC		PRO-SHOP	25.42
	PGC INTERBAY LLC		MAINTENANCE	65.14
	PGC INTERBAY LLC		MAINTENANCE	133.47
	PGC INTERBAY LLC		PRO-SHOP	171.23
	PGC INTERBAY LLC		PRO-SHOP	178.53
	PGC INTERBAY LLC		MAINTENANCE	246.16
	PGC INTERBAY LLC		PRO-SHOP	385.99
	PGC INTERBAY LLC		PRO-SHOP	1,947.94
	PGC INTERBAY LLC		GOLF COURSE	7,376.81
	PGC INTERBAY LLC		MAINTENANCE	10,150.91
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	14,109.02
	PGC INTERBAY LLC		MAINTENANCE	16,094.90
	PGC INTERBAY LLC	TRACTOR PURCHASE	EQUIPMENT RENTAL	85,950.21
165461	PHOENIX, DENISE	REFUND - COMEDY SHOW	PARKS-RECREATION	30.00
165462	PNG MEDIA LLC	OH ADVERTISING	OPERA HOUSE	216.00
165463	POLICE & SHERIFFS PR	RETIREMENT ID CARD	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR		POLICE ADMINISTRATION	19.26
165464	PROFORCE LAW ENFORCE	HANDGUN EXCHANGE W/HOLSTERS	POLICE TRAINING-FIREARMS	45.97
	PROFORCE LAW ENFORCE	HANDGUN PARTS	POLICE TRAINING-FIREARMS	261.53
165465	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	450.00
165466	PUD	ACCT #202461026	MAINT OF GENL PLANT	23.63
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	23.63
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	23.63
	PUD	ACCT #201346665	SEWER LIFT STATION	24.41
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	24.41
	PUD	ACCT #205195373	PARK & RECREATION FAC	25.99
	PUD	ACCT #202368551	PARK & RECREATION FAC	26.56
	PUD	ACCT #202011813	PUMPING PLANT	27.21
	PUD	ACCT #200501617	TRANSPORTATION	38.33
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	38.96
	PUD	ACCT #202794657	TRANSPORTATION	44.56
	PUD	ACCT #203199732	TRANSPORTATION	49.78
	PUD	ACCT #202524690	PUMPING PLANT	49.97
	PUD	ACCT #223013277	AFFORDABLE HOUSING	53.43
	PUD	ACCT #202368544	TRANSPORTATION	54.81
	PUD	ACCT #223735101	STREET LIGHTING	57.95
	PUD	ACCT #203500020	STREET LIGHTING	59.82
	PUD	ACCT #203430897	STREET LIGHTING	62.04
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	63.86
	PUD	ACCT #202288585	TRANSPORTATION	64.75
	PUD	ACCT #223764663	SEWER LIFT STATION	65.77
	PUD	ACCT #202303301	SEWER LIFT STATION	69.05

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
165466	PUD	ACCT #223514563	TRANSPORTATION	69.14
	PUD	ACCT #202000329	PARK & RECREATION FAC	77.28
	PUD	ACCT #201021698	PARK & RECREATION FAC	80.35
	PUD	ACCT # 222772634	TRANSPORTATION	85.69
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	103.17
	PUD	ACCT #201909637	SEWER LIFT STATION	115.48
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	118.68
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	121.06
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	139.06
	PUD	ACCT #201021607	PARK & RECREATION FAC	146.64
	PUD	ACCT #201065281	PARK & RECREATION FAC	164.19
	PUD	ACCT #222025900	PUMPING PLANT	201.02
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	231.46
	PUD	ACCT #201247699	STREET LIGHTING	238.37
	PUD	ACCT #220824148	WASTE WATER TREATMENT	411.31
	PUD	ACCT #201617479	CITY HALL	848.67
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,026.65
	PUD	ACCT #200021871	COURT FACILITIES	1,520.00
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,714.50
165467	REECE TRUCKING	PAY ESTIMATE/RETAINAGE 2	MARYSVILLE TBD	-65,376.21
	REECE TRUCKING		GENL GVRNMNT SERVICES	1,307,524.14
165468	REED, LEONARD & ASHL	UTILITY REFUND	WATER/SEWER OPERATION	380.79
165469	RIGHT SYSTEMS, INC.	ARUBA SWITCHES SUPPORT	IS REPLACEMENT ACCOUNTS	2,492.57
	RIGHT SYSTEMS, INC.	AURBA SWITCHES	IS REPLACEMENT ACCOUNTS	29,337.14
165470	SAFETY, HEALTH AND E	RIGGING & SIGNAL CERTIFICATION	PARK & RECREATION FAC	700.00
	SAFETY, HEALTH AND E		UTIL ADMIN	1,225.00
	SAFETY, HEALTH AND E		GENERAL	1,750.00
165471	SAGW LLC - BUILDER	UTILITY REFUND	GARBAGE	185.87
165472	SANCHEZ-URQUIZO, JOH	UTILITY REFUND	WATER/SEWER OPERATION	399.03
165473	SCORE	INMATE HOUSING SCORE	DETENTION & CORRECTION	28,620.66
165474	SEIDEL, DONALD	UTILITY REFUND	WATER/SEWER OPERATION	417.88
165475	SHARPE, HANNAH	REFUND - ART	PARKS-RECREATION	78.00
165476	SKAGIT HOSPITAL	INMATE MEDICAL SERVICE	DETENTION & CORRECTION	1,241.00
165477	SKAGIT SHAVED ICE LL	KONA ICE DESERTS FOR PD BBQ	POLICE ADMINISTRATION	186.45
165478	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-109.70
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		COMMUNITY SERVICES UNIT	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		FACILITY MAINTENANCE	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		WATER QUAL TREATMENT	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		GIS SERVICES IS	31.40
	SMARSH INC		LEGAL - PROSECUTION	39.20

**CITY OF MARYSVILLE
 INVOICE LIST**

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	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		POLICE INVESTIGATION	78.50
	SMARSH INC		GENERAL	78.50
	SMARSH INC		DETENTION & CORRECTION	86.35
	SMARSH INC		WASTE WATER TREATMENT	102.05
	SMARSH INC		EXECUTIVE ADMIN	109.90
	SMARSH INC		SOLID WASTE CUSTOMER	117.75
	SMARSH INC		UTIL ADMIN	125.60
	SMARSH INC		POLICE ADMINISTRATION	149.15
	SMARSH INC		ENGR-GENL	172.70
	SMARSH INC		POLICE PATROL	510.25
165479	SMITH, DONNA	UTILITY REFUND	WATER/SEWER OPERATION	353.53
165480	SMOKEY POINT CONCRETE	GRAVEL	SIDEWALKS CONSTRUCTION	1,273.41
165481	SNO CO PUBLIC WORKS	SOLID WASTE, STREET SWEEPING	PARK & RECREATION FAC	37.00
	SNO CO PUBLIC WORKS		ROADWAY MAINTENANCE	57.00
	SNO CO PUBLIC WORKS		ROADSIDE VEGETATION	135.00
	SNO CO PUBLIC WORKS		MAINTENANCE	241.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	238,970.00
165482	SNO CO TREASURER	CRIME VICTIM/WITNESS FUND	CRIME VICTIM	783.93
165483	SNO CO TREASURER	CREDIT FOR INMATE MEDICAL SERVICES	DETENTION & CORRECTION	-1,677.57
	SNO CO TREASURER	INMATE HOUSED AT SCJ	DETENTION & CORRECTION	102,013.08
165484	SNOHOMISH CO 911	DISPATCH CHARGES	COMMUNICATION CENTER	93,046.58
165485	SOREN, MICHELLE	REFUND - DISCOVER ART	PARKS-RECREATION	78.00
165486	SORENSEN, BOYD & PEG	UTILITY REFUND	GARBAGE	332.80
165487	SOUND PUBLISHING	OPERA HOUSE ADVERTISING	OPERA HOUSE	223.00
	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	556.52
165488	STAPLES	PAPER	MUNICIPAL COURTS	243.36
165489	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	357.75
165490	STEVENS, VANCE	UTILITY REFUND	WATER/SEWER OPERATION	300.00
165491	STILLAGUAMISH TRIBE	UTILITY REFUND	WATER/SEWER OPERATION	565.67
165492	STRATEGIES 360	PROFESSIONAL SERVICE - AUG 2023	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
165493	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	684.00
165494	SUN BADGE CO	UNIFORM BADGES	GENERAL FUND	-12.20
	SUN BADGE CO		POLICE PATROL	141.95
165495	SYNERGY CONST	HYDRANT METER RENTAL	WATER-UTILITIES/ENVIRONMN	-142.00
	SYNERGY CONST		WATER/SEWER OPERATION	1,150.00
165496	TALIMAN, MARK	UTILITY BILLING	WATER/SEWER OPERATION	86.23
165497	TAYLOR MORRISON NORT	UTILITY REFUND	GARBAGE	36.36
165498	TAYLOR, DAVID	CJTC WELLNESS GRANT	POLICE ADMINISTRATION	350.00
165499	THOMSON REUTERS	LAW BOOK SUBSCRIPTION	PROBATION	378.52
	THOMSON REUTERS	INVESTIGATIVE TOOL - AUG 2023	POLICE INVESTIGATION	412.63
	THOMSON REUTERS	LAW BOOK SUBSCRIPTION	MUNICIPAL COURTS	1,135.58
165500	THORNE-PAGE-SHAW, J	INSTRUCTOR PAYMENT	RECREATION SERVICES	186.00
165501	TOHANNIE, CARA	REFUND - ART	PARKS-RECREATION	13.00
165502	TRIVETT, MARK A	PROTEM SERVICE	MUNICIPAL COURTS	370.00
165503	TULALIP CHAMBER	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
165504	TXLEY INC	JAIL CLEANING SUPPLIES	DETENTION & CORRECTION	78.71
	TXLEY INC	JAIL APPLIANCE REPAIRS	DETENTION & CORRECTION	968.48

**CITY OF MARYSVILLE
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165504	TXLEY INC	SUPPLIES	DETENTION & CORRECTION	1,202.03
	TXLEY INC		DETENTION & CORRECTION	1,646.85
165505	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	329.00
165506	US BANK	ADMIN FEE MARLID7114	INTEREST & OTHER DEBT	350.00
	US BANK	ADMIN FEE MARLTGO18	INTEREST & OTHER DEBT	350.00
	US BANK	ADMIN FEE MARLTGO18B	INTEREST & OTHER DEBT	350.00
	US BANK	ADMIN FEE MARLTGO20A	INTEREST & OTHER DEBT	350.00
	US BANK	ADMIN FEE MARLTGOREF13	INTEREST & OTHER DEBT	350.00
	US BANK	ADMIN FEE MARLTGOREF16	INTEREST & OTHER DEBT	350.00
	US BANK	ADMIN FEE MARWAT14	ENTERPRISE D/S	350.00
165507	VERIZON	WIRELESS SERVICES	PURCHASING/CENTRAL	30.03
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		EQUIPMENT RENTAL	83.07
	VERIZON		OFFICE OPERATIONS	87.40
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.06
	VERIZON	WIRELESS SERVICES	PERSONNEL ADMINISTRATION	172.96
	VERIZON		CITY CLERK	214.95
	VERIZON		FINANCE-GENL	275.50
	VERIZON		WATER QUAL TREATMENT	289.97
	VERIZON		LEGAL-GENL	301.95
	VERIZON		COMMUNITY SERVICES UNIT	338.94
	VERIZON		COMPUTER SERVICES	350.50
	VERIZON		FACILITY MAINTENANCE	361.46
	VERIZON		PARK & RECREATION FAC	404.26
	VERIZON		RECREATION SERVICES	404.26
	VERIZON		DETENTION & CORRECTION	459.91
	VERIZON		POLICE INVESTIGATION	461.89
	VERIZON		MUNICIPAL COURTS	462.74
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	520.22
	VERIZON	WIRELESS SERVICES	POLICE ADMINISTRATION	613.85
	VERIZON		SEWER MAIN COLLECTION	663.11
	VERIZON		STORM DRAINAGE	665.81
	VERIZON		COMMUNITY	668.80
	VERIZON		EXECUTIVE ADMIN	883.31
	VERIZON		SOLID WASTE CUSTOMER	968.61
	VERIZON		GENERAL	1,037.36
	VERIZON		WATER SUPPLY MAINS	1,462.71
	VERIZON		ENGR-GENL	1,757.46
	VERIZON		UTIL ADMIN	2,292.33
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,721.16
	VERIZON	WIRELESS SERVICES	POLICE PATROL	3,096.92
165508	WA AUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	POLICE PATROL	44.00
165509	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	743.00
	WA STATE TREASURER		GENERAL FUND	45,540.24
165510	WALLINGER, SCOTT & P	UTILITY REFUND	WATER/SEWER OPERATION	259.73
165511	WATERS, ROD	CLAIMS #23-0014	RISK MANAGEMENT	411.34
165512	WEISER, LISA D	INSTRUCTOR SERVICE	RECREATION SERVICES	386.40
165513	WESTERN SYSTEMS	QUICK PUNCH POLE	GMA - STREET	873.98
165514	WET RABBIT EXPRESS	CAR WASHES - AUGUST 2023	POLICE PATROL	367.20
165515	WORKSAFE SERVICE	DRUG SCREEN - RUDELL	PERSONNEL ADMINISTRATION	60.00
165516	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	64.64
165517	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
165518	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	66.34
165519	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	66.19
165520	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	74.22

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165521	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	37.87
	ZIPLY FIBER		RECREATION SERVICES	37.87
165522	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	115.68
	ZIPLY FIBER		SUNNYSIDE FILTRATION	130.46
165523	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	74.19
165524	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	230.94
WARRANT TOTAL:				<u>2,764,353.43</u>

KELKENBERG, MISTY	142782	CHECK LOST/DAMAGED	VOID	\$85.00
INNOVATION WLDING LLC	165218	CHECK LOST/DAMAGED	VOID	\$3,580.12

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

Warrant TOTAL: **\$2,760,688.31**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: Senior Planner Amy Hess, Community Development

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: CDBG Homage Senior Services Minor Home Repair Second Amendment

SUGGESTED ACTION:

Recommended Motion: I move to approve the second amendment increasing the total allocation for the Minor Home Repair program from \$114,021.72 to \$115,081.72 in order to be in compliance with HUD regulations related to minimum and maximum amounts for Public Services Projects, Capital Facilities and Infrastructure Projects, and Planning and Administration costs.

SUMMARY:

City Council approved the funding recommendation for Community Development Block Grant (CDBG) funds for Program Year 2023 on March 13, 2023. The Minor Home Repair program serves low-income senior and disabled adults and consistently runs out of CDBG funding for Marysville residents before the end of each Program Year. The original contract executed with Homage Senior Services for the Minor Home Repair program was \$110,000. Funding available from prior year projects that came in under budget, and in order to comply with HUD regulations related to minimum and maximum amounts for Public Services Projects, Capital Facilities and Infrastructure Projects, and Planning and Administration costs, increased the total allocation to \$115,081.72.

ATTACHMENTS:
[Second Amendment.doc](#)

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
EXHIBIT A ‘SCOPE OF SERVICES’
BETWEEN CITY OF MARYSVILLE
AND
HOMAGE SENIOR SERVICES
FOR
MINOR HOME REPAIR**

WHEREAS, the City of Marysville has unexpended Community Development Block Grant funds from Program Year 2022 that require reallocation for expenditure.

WHEREAS, the parties hereto have previously entered into an Agreement for dispersion of CDBG funds from the City to the Subrecipient, hereinafter called the "Project," said Agreement being dated July 1, 2023; and

WHEREAS, both parties desire to amend the Scope of Services,

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

Each and every provision of the Original Agreement and Original Exhibit A “Scope of Services” and Exhibit B “General Terms and Conditions dated July 1, 2023, shall remain in full force and effect, except as modified in the following sections:

1. Article III of Exhibit A “Scope of Services”, is amended to read as follows:

Line Item	Amount
Salaries/Wages	
Benefits	
Consultants/Contracts	
Supplies (construction costs) (including permits)	
Printing	
Communications	
Travel	
Utilities	
Rent (Occupancy)	
Insurance	
Repairs/Maintenance	
Professional Services	
Other (Specify)	

Other (Specify)		
Indirect (Specify)		
	Total	115,081.72

2. Article IV of Exhibit A “Scope of Services is amended to read as follows:
It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$115,081.72. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in paragraph III and in accordance with performance.

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

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment this ____ day of September, 2023.

JON NEHRING, Mayor

Date

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

Jon Walker, City Attorney

Date

FOR THE SUBRECIPIENT:

Signature

Date

Title



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: Commander James Tolbert, Police

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Securus (AllPaid) Technologies LLC - Second Amendment

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the attached Amendment to our current Securus (AllPaid) Technologies LLC contract.

SUMMARY: The contract amendment is an addition to our current Securus (AllPAid) Technologies Contract. Securus is our current provider for all in custody out going communication systems within the jail. The amendment would provide online access and or 24-hour call center access to bail posting. This would be in addition to our current available cash and in-person payment options through the court. This will assist in decreasing the cash bail payments directly to the jail staff after court administrative business office hours as well increase expanding access to bail payment options. This service allows a person to post an in-custody persons bail from anywhere. Using the system bail payments can be made using major credit or debit card brands (Visa, Master Card, Discover and American Express) as well as pre-paid debit/gift cards and E-Check. There is no cost to the City of Marysville for the provided bail payment services.

ATTACHMENTS:
[20230921012302.pdf](#)

allpaid



Formerly



Powerful Payment Solutions Proposal



Marysville Police Dept.

Company Background

AllPaid (formerly GovPayNet) was founded in 1997 by a retired County Sheriff who heard the desires of citizens to pay their government agencies using credit and debit cards. Since then the company has grown to provide payment services to over 3,300 government agencies nationwide. AllPaid, Inc. (www.AllPaid.com) became a wholly-owned subsidiary in the Securus Technologies, LLC. (www.SecurusTechnologies.tech) organization effective January 2018, which includes our affiliate, JPay, Inc. and our parent company Aventiv Technologies. Aventiv (www.Aventiv.com) is a diversified technology company that provides innovative solutions to customers in the corrections and government services sectors. The collective power of these unified organizations deliver superior value and service to all of our customers nationwide. The full power of our Payment Services division processes over 41 million transactions per year totaling over \$1.6 billion in funding.

Why AllPaid:

AllPaid offers low, competitive rates and the following unique qualifications:

- 23 years' experience processing payments exclusively for government agencies
- Currently provides payment solutions to over 3,300 government agencies
- Payment Protection – AllPaid absorbs all chargebacks and fraudulent payments
- Never a chargeback no matter the situation
- 24/7/365 live, in-house, bi-lingual call center staffed with more than 300 employees - No outsourcing here.
- PCI Level 1 Compliance – Highest level of payment processing security and validation available
- Over 100 software developers on staff
- Over 300 company-owned technology patents
- Over 41 Million Transactions and \$1.6 billion in payments in 2018
- Receive your money in 2 banking business days or less (except eCheck)
- **No cost to your Agency - Ever**



AllPaid's Simple Solution:

Whether making a payment in person, online, via our live agent call center, or on a mobile device, AllPaid's clients will be met with top-level customer service. AllPaid accepts the four major credit and debit card brands (Visa, MasterCard, Discover, and American Express) as well as prepaid debit/gift cards.

Payers may initiate payments through the following payment channels:

- Online and Mobile via our website at www.AllPaid.com or the Agencies website with a hyperlink to the PCI compliant AllPaid.com payment site
- Onsite using our FREE e-commerce Gov\$wipe® terminal
- Live Agent Multilingual Call Center



In Person Payments

- Gov\$wipe: Our Patent-Pending Point-of-Sale (POS) Solution



Live Agent Call Center Payments

- Mobile and Live Call Center Payments
- 24/7/365 Live Agent Payee and Agency Support - Hosted in our Corp. HQ
- Multilingual Operators—140 Languages



Online Payments

- GovPayNow.com for online payments
- Mobile Friendly—Make an Online Payment anywhere in the world
- Customized and Agency-Specific Landing Pages with Search Functionality

Fraud Monitoring and Chargebacks

AllPaid offers certainty of funds, which means that all risks associated with payments are handled and assumed by AllPaid and not your government agency. Once a payment is authorized AllPaid guarantees all funds and provides a “no liability” chargeback solution in which any funds charged back, or disputed, are absorbed by AllPaid... not your government agency.



Problem Solved

Rate Proposal

AllPaid is pleased to offer our competitive fee model for consideration. The fee model is a service fee model whereby the payee absorbs the small fee for the convenience of using their credit/debit/gift card from the comforts of the environment of their choice. Absorbed Fee model is also available.

Online, Mobile and Onsite Rates

Credit/Debit/Gift Card
5% of payment amount - \$1.00 minimum

Call Center Rate (24/7/365, Live, In-House, Multilingual Agents)

Credit/Debit/Gift Card
5% of payment amount - \$1.00 minimum
Add \$2.50 per transaction in addition due to live Agent support

E-Check Rate

\$1.50 per Check (Not available for Bail/Bond payments)
Add \$1.00 per transaction in additional service charges for live Agent support

Pricing and proposal is good for 90 days



No Hidden Fees

No matter how transactions are performed, AllPaid has **no hidden or additional fees beyond the above**, and the following services are all included in the proposed:

- Full 24/7/365 assistance for Agency's
- Full 24/7/365 customer service for questions or assistance for payees
- Robust reporting - Per transaction notifications and daily reconciliation reports
- Full, no cost integration

Thank you:

Thank you for the opportunity to present our payment solution.

We look forward to supporting you and your customers, constituents and citizens with our industry leading customer service, competitive rate structure and advanced payment options.

Sincerely,

Ken Lindbloom

Sr. Account Executive

AllPaid

(720-300-2142)

klindbloom@allpaid.com

www.AllPaid.com

Mission
We modernize our communities and unlock efficiencies for citizens and governments

Vision
To be the most loved payment platform serving the public sector

Values
Service
Performance
Innovation



www.AllPaid.com / 1.888.561.7888





Customer Application & Banking Worksheet

(Complete the following for each payment type)

Agency Name:		State:	
---------------------	--	---------------	--

Agency Address:	
------------------------	--

Agency Contact Name:	
-----------------------------	--

Primary Contact Phone Number:	
--------------------------------------	--

Primary Contact Email Address:	
---------------------------------------	--

Federal Employee Identification Number:	
--	--

Bank Name:	
-------------------	--

Bank ABA Routing Number:	
---------------------------------	--

* A letter from your bank with electronic payment instructions is required to set-up your account

Bank Account Number:	
-----------------------------	--

Bank Contact Name:	
---------------------------	--

Bank Phone Number:	
---------------------------	--

Bank Account Name:		Account Type:	
---------------------------	--	----------------------	--

*Checking or Savings

Attestation:	<input type="checkbox"/>	Customer warrants and attests that all information customer provided to establish payment processing and associated services through AllPaid is accurate and true to the best of customer's knowledge.
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Allpaid uses a bank verification process as part of our compliance process. We will contact you and verify the information above and send a nominal amount to the provided banking information.



CITY OF MARYSVILLE POLICE DEPARTMENT, WASHINGTON

**AMENDMENT ETC. TO AGREEMENT WITH
SECURUS TECHNOLOGIES, LLC**

This **AMENDMENT TO AGREEMENT WITH SECURUS TECHNOLOGIES, LLC** ("Amendment") is effective as of the last date signed by any party ("Effective Date") and amends and supplements that certain **AGREEMENT WITH SECURUS TECHNOLOGIES LLC** by and between Securus Technologies, LLC fka Securus Technologies, LLC ("we," "us," or "Provider") and City of Marysville Police Department ("you," or "Customer"), dated _____ (the "Agreement").

WHEREAS Customer and Provider desire to add to the Agreement the terms as stated herein;

NOW, THEREFORE, as of the Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term. This Amendment shall commence on the Effective Date and shall remain in effect through the duration of the Agreement. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide services to you after the expiration or earlier termination of this Amendment.
- Services. Provider will implement and provide certain services to Customer to make available to individuals and organizations posting funds or satisfying obligations to Customer (each singularly, a "Payer" or collectively, "Payers") for the duration of the Agreement, as more fully set forth in the attached Payment Services Schedule incorporated within and made a part of this Amendment by this reference.
- General. Except as expressly modified by this Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. This Amendment may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Amendment shall be deemed as valid as originals. EXECUTED on the dates written below.

<p><u>CUSTOMER</u>: City of Marysville Police Department</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><u>PROVIDER</u>: Securus Technologies, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
	<p>FOR COMPLIANCE PURPOSES:</p> <p>AllPaid, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Please return signed document to Provider at 4000 International Parkway, Carrollton, Texas 75007, Attention: Contracts Administrator, (972) 277-0300.



PAYMENT SERVICES SCHEDULE

1. Payment Services. Provider hereby delegates any and all of the services to be provided or obligations to be performed under this Payment Services Schedule ("Payment Services") to its affiliate, AllPaid, Inc. ("AllPaid") and Customer accepts AllPaid as an approved subcontractor. Customer understands and agrees that while Provider shall be responsible for the performance of AllPaid, AllPaid will provide the Payment Services. AllPaid shall (i) provide Customer with training, implementation, documentation, and electronic and telephonic support at AllPaid's expense; (ii) cause funds paid to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization; and (iii) provide such other Payment Services as described herein. In the event of a conflict between the terms of this Payment Services Schedule and the terms of the Agreement, the terms of this Payment Services Schedule shall control.

2. Service Fees. AllPaid shall collect the fees ("Service Fees") shown in Exhibit A to this Payment Services Schedule, based on the type of payment processed. Service Fees include all costs of providing the Payment Services unless otherwise indicated. **ALL SERVICE FEES ARE NON-REFUNDABLE.** Customer may select any or all of the payment types available as follows:

- For criminal justice-related payments made by credit, debit, or prepaid debit card, such as fees for probation management, electronic monitoring, work release, restitution, or other payments associated with reducing or avoiding a term of incarceration, "**Service Fee Schedule for Criminal Justice-Related Payments**" applies.
- For cash bail/bond payments made by credit, debit, or prepaid debit card, "**Service Fee Schedule for Cash Bail Payments**" applies.
- For fines, administrative, and other payments made by credit, debit, or prepaid debit card, meaning all payments to Customer not categorized as cash bail/bond or criminal justice-related payments, "**Service Fee Schedule for Fines & Other Payments**" applies.

Service Fees may be the responsibility of Payer, Customer, or shared by Payer and Customer. Unless Customer advises AllPaid otherwise, Customer will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Customer elects to pay all or any portion of the Service Fees, Customer must so advise AllPaid in writing. For any Service Fees Customer elects to pay, AllPaid will debit Customer's account for Customer's share of the Service Fee in accordance with the terms of an AllPaid debit authorization form Customer must complete. Customer must allow AllPaid 30 days to make any changes Customer requests to Service Fee responsibility.

3. Terms and Conditions Applicable to Criminal Justice-Related, Cash Bail/Bond, and Fines & Other Payments.

- 3.1 **Service Requests.** Customer is responsible for advising AllPaid as to the types of payments Customer desires to include in its Payment Services and shall coordinate directly with AllPaid for service implementation or discontinuation. **CUSTOMER IS NOT OBLIGATED TO USE ANY OF THE PAYMENT SERVICES.** Payment Services for Criminal Justice-Related Payments, Cash Bail/Bond Payments, and Fines & Other Payments will be provided through the service and equipment modes available for each payment type or category from time-to-time. Customer may at any time (i) authorize AllPaid to accept additional categories or specific types of payments within the above categories; (ii) cancel the processing of any types of payments; (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *Gov\$wipe*[®], etc.); (iv) modify the account(s) to which AllPaid shall direct payments to Customer or specify settlement by mailed check; or (v) add other agencies, departments or sub-agencies ("Additional Agencies") to, or delete Additional Agencies from Customer's use of any Payment Services and equipment (provided, however, that the Payment Services for any Additional Agency are within the scope of this Amendment and documented to AllPaid's satisfaction) by specifying all such changes to the AllPaid in writing. Any such changes will be subject to the AllPaid's acknowledgment and acceptance in writing. For purposes of section 2 and this subsection, "in writing" shall include an email originating from Customer's or AllPaid's official email address as the case may be.

3.2 **Use of Gov\$wipe.** If Customer requests *Gov\$wipe*, AllPaid will provide Customer with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Customer understands that card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Customer a license to use such card readers and Firmware for the duration of the services provided under this Payment Services Schedule. Customer's use of card readers and Firmware shall be limited to the purposes of this Payment Services Schedule. Acceptance and use of card readers does not convey to Customer any title, patent, copyright or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Customer shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Customer will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Customer designates or, at AllPaid's option, Customer will allow AllPaid and its designated representatives reasonable access to Customer's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate cardholder data to AllPaid through Customer's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for transaction processing via *Gov\$wipe* and is enabled solely by Customer's computers and networks. Customer is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. Neither AllPaid nor Provider shall be held liable to Customer for exposure of Customer's computers or networks to malicious software or hardware of any kind. AllPaid is solely responsible for the maintenance of any card readers and shall supply Customer with replacement card readers on Customer's request and as AllPaid deems appropriate. Upon termination of the Agreement or the services provided under this Payment Services Schedule, AllPaid may require Customer to return card readers at AllPaid's expense and by such method as AllPaid specifies.

3.3 AllPaid shall provide Customer with participation procedures that Customer must follow in using AllPaid's payment services.

4. Compliance. AllPaid shall be responsible for complying with all laws, regulations, or industry rules applicable to its services including money transmission laws and regulations found by government officials to be applicable. Customer shall only use the Payment Services for legal purposes and shall not use the Payment Services in any way that violates laws, ordinances, or regulations applicable to Customer. Customer will reasonably cooperate with AllPaid in good faith to minimize potential illegal use of the Payment Services and shall cooperate with reasonable AllPaid requests for information related to potential fraud or abuse. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

5. Limited Agency. Customer and AllPaid agree that AllPaid is to act as Customer's agent for the limited purpose of receiving payments from Payers on Customer's behalf and Customer expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Customer, extinguishing the Payer's payment obligation to Customer (in the amount paid by the Payer) as if the Payer had paid Customer directly, subject to any right Customer has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Customer for Payer funds if AllPaid fails to remit funds to Customer from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in the Agreement. AllPaid shall provide Customer with training, documentation, and electronic and telephonic support at AllPaid's expense. AllPaid shall cause funds to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization. AllPaid shall provide Customer with participation procedures that Customer must follow in using AllPaid's payment services.

6. Disputes and Chargebacks. AllPaid shall be responsible, per the transaction type, for handling all transaction disputes raised by Payers associated with the use of the Payment Services. AllPaid shall further be responsible for all chargebacks initiated not more than 180 days after the completion of a transaction. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Customer to provide reasonable assistance in any challenge AllPaid

makes to the chargeback. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity. **THE FOREGOING GUARANTEE DOES NOT APPLY TO BAIL PAYMENTS MADE TO LOCALES IN COLORADO OR TO ANY PAYMENT TO LOCALES IN MONTANA MADE UNDER THIS PAYMENT SERVICES SCHEDULE.**

7. Implementation and Documentation. Availability of Payment Services is further conditioned on Customer's completion of forms and authorizations AllPaid provides to Customer that are required for establishing and operating the Payment Services. Customer use of the Payment Services shall be subject to any user manuals and documentation AllPaid provides.

8. Awareness. Customer agrees to work with AllPaid, as appropriate, to notify and inform Payers about the Payment Services through posters, flyers, and Customer's website.

9. Indemnification and Disclaimers. With respect to the Payment Services, AllPaid shall indemnify and save harmless Customer, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from providing such Payment Services. **NEITHER PROVIDER NOR ALLPAID ACCEPT RESPONSIBILITY FOR SECURITY OF DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY PROVIDER OR ALLPAID. PROVIDER AND ALLPAID LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. NEITHER PROVIDER NOR ALLPAID IS A SURETY AND PROCESSING A PAYMENT THROUGH AN AFFILIATE DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS PAYMENT SERVICES SCHEDULE, PROVIDER AND ALLPAID DISCLAIM ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PAYMENT SERVICES. NO PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS PAYMENT SERVICES SCHEDULE. NEITHER PROVIDER NOR ALLPAID GUARANTEES THAT SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. EXTENSION OF PAYMENT SERVICES FOR ANY PARTICULAR CATEGORY OR TYPE OF PAYMENT IS SOLEY WITHIN THE DISCRETION OF ALLPAID.**

11. Miscellaneous. Customer understands and agrees that the Payment Services take place in interstate commerce. There are no third-party beneficiaries to this Payment Services Schedule. Any party is excused from performance under this Payment Services Schedule and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. A waiver of any portion of this Payment Services Schedule must be in writing and signed by the party to be charged and shall not be deemed a waiver or renunciation of any other portions. Rights and obligations under this Payment Services Schedule which by their nature should survive will remain in effect after termination or expiration of the Agreement or termination of the Payment Services. In the event that any provision of this Payment Services Schedule is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Payment Services Schedule shall remain in full force and effect.

13. Completeness. This Payment Services Schedule is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Payment Services Schedule may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that AllPaid may revise the terms of this Payment Services Schedule if required to comply with law, regulation, or industry rules and AllPaid provides prompt notice to Customer of such change(s).

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**EXHIBIT A:
SERVICE FEES**

Service Fee Schedule for Criminal Justice-Related Payments	
Service Fee for Payments via Web/Gov\$wipe®	Service Fee for Payments via Call Center/Live Agent
3.75% <i>Minimum Fee = \$3.50</i>	5.25% <i>Minimum Fee = \$5.00</i>

Service Fee Schedule for Cash Bail Payments
5.0%
<i>Payers posting cash bail may attempt transactions of up to \$50,000.</i>
<i>There is no additional charge for Call Center/Live Agent assistance for cash bail postings.</i>

Service Fee Schedule for Fines and Other Payments							
Transaction Range			Service Fee	Transaction Range			Service Fee
\$0.01	>	\$50.00	\$1.75	\$100.01	>	\$150.00	\$5.75
\$50.01	>	\$75.00	\$2.00	\$150.01	>	\$200.00	\$7.25
\$75.01	>	\$100.00	\$3.75	<i>For each additional increment of \$50.00, or portion thereof, add \$2.00</i>			
Add \$2.50 to each fee amount for use of operator assistance or \$1.50 for use of Integrated Voice Response to process a payment.							

ALL SERVICE FEES ARE NON-REFUNDABLE



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: Assistant Police Chief Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Interagency Agreement between the City and the Washington Traffic Safety Commission regarding participation in and grant funding associated with the Target Zero Task Force

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute this interagency agreement as presented.

SUMMARY: The Marysville Police Department has historically participated to varying degrees in the Target Zero Task Force, where in the goal is to “reduce the number of serious injury/fatality collisions through active, visible, consistent and targeted traffic law enforcement.” This is to be accomplished through High Visibility Enforcement (HVE) campaigns scheduled throughout the year (approximately 15 events), to include media campaigns and targeted emphasis enforcement focused on distracted driving, DUI, and motorcycle violations. This agreement allows us to participate and receive grant funding for reimbursement of officer overtime earned during the events, as well as associated training. This agreement covers the 2024 grant period.

This interagency agreement has been reviewed by the City Attorney and approved as to form.

ATTACHMENTS:
[TZT_Grant_Interagency_Agreement_2024.pdf](#)



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

The City of Marysville

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and The City of Marysville, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2024-HVE-5120-Region 10 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2024-HVE-5120-Region 10 Target Zero Task Force was awarded to the WTSC Region 10 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2023, and remain in effect until September 30, 2024 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 2024)
- Seat belt enforcement during the Click It or Ticket campaign (May 2024).
- Impaired driving enforcement during the Summer DUI campaign (August 2024).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2023, Distracted Driving campaign in April 2024, Click It or Ticket campaign in May 2024, and Summer DUI campaign in August 2024).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TSM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TSM or LEL after the mentee submits their interest.

11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2024 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 13, 2023 – January 1, 2024
U Drive. U Text. U Pay.	April 1 – 14, 2024
Click It or Ticket	May 13 – June 2, 2024
It's a Fine Line (optional if funded)	July 5 – 21, 2024
DUI Drive Sober or Get Pulled Over	August 12 – September 4, 2024

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$165,000.00 to the WTSC Region 10 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2024, **must be received by WTSC no later than August 10, 2024**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2024, **must be received by WTSC no later than November 15, 2024**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

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

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

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

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

- 37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)
- 37.1.1.2. 49 CFR part 21
- 37.1.1.3. 28 CFR section 50.3
- 37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- 37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
- 37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)
- 37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- 37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government
- 37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 10 is:	The Contact for WTSC is:
Jim Lawless MPD Asst. Chief jlawless@marysvillewa.gov	Stacey McShane Snohomish County Sheriff's Office stacey.mcshane@snoco.org	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Jon Nehring

Printed Name

Mayor

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Discussion Item

AGENDA SECTION: **New Business**

SUBJECT: Duck Regulations Discussion

SUGGESTED ACTION: Discuss duck regulations and provide direction to staff related to next steps.

SUMMARY: Staff proposes changes to regulations associated with fowl including but not limited to chickens, ducks, geese, turkeys and peacocks. Please review the attached staff memorandum for more details.

ATTACHMENTS:
[Duck Regulations Memo - Final.pdf](#)

MEMORANDUM

DATE: October 9, 2023
TO: City Council
FROM: Haylie Miller, CD Director
SUBJECT: Nuisance Code – Duck Regulations

Exhibit 1 – Proposed Code Change
Exhibit 2 – Fowl regulations for neighboring Cities

Introduction:

The City Council discussed regulations associated with ducks and other types of fowl during the work session on October 2. Staff originally proposed to apply the existing regulations pertaining to chickens to a broader category of birds defined as fowl. After discussion, the City Council provided the following feedback and/or questions noted below which are followed by staff's responses in **bold italics**.

Comments/Questions from work session:

1. Turkeys were listed in the code but proposed to be removed. Are turkeys included in the definition for fowl?

Staff response: Turkeys were intended to fall under the category of fowl thus it was removed for redundancy purposes. Staff has listed turkeys under the fowl definition.

2. Has staff confirmed with Mr. Perrella (who provided public comment on this matter) if the changes addressed his concerns?

Staff response: Prior to the October 2nd workshop, Mr. Perrella indicated the code as proposed by staff to Council addressed his concerns. Staff will send the revised memorandum (for October 9th) for review and comment prior to the meeting. Staff is unsure if Mr. Perrella's issue is resolved in the new draft prepared which addresses the feedback from the City Council.

3. Is there a cap on the amount of roosters you can have?

Staff response: Roosters are currently not allowed on lots smaller than one acre. On lots over one acre, there is no limit to roosters. Staff has not observed any issues with the rooster regulations as codified that therefore proposes no changes to this topic.

4. Suggestion provided to limit the amount of each species but increase the total number of fowl allowed. Such as allowing eight total fowl but only two ducks.

Staff response: Staff has incorporated this suggestion in the revised code change in Exhibit 1.

5. Should we limit male ducks? Only allow female ducks?

Staff response: No, staff does not recommend that the code be revised to limit male ducks as there is no other City that has made this distinction based on the research attached in Exhibit 2.

6. What about geese?

Staff response: Staff proposes geese be defined as a fowl. However, the number of geese will be limited within the total allowance of fowl, as proposed.

7. Have there been any complaints about ducks or geese to code enforcement?

Staff response: According to the Police Department, absent this current situation, there have been no complaints within the last two years related to ducks and/or geese. The only duck related call was an animal abuse call.

8. How is a nuisance and/or loud duck handled? Is it treated similar to a loud dog?

Staff Response: MMC 10.04.220 prohibits any animal to unreasonably disturb persons by habitually barking, howling, yelping, whining, or making other oral noises.

Please note, staff anticipates making global changes to the animal control chapter early next year relating to animal licensing, outdated references and definitions. Staff proposes to harmonize noise regulations between MMC 10.04.220 and MMC 6.76.060 when the entire chapter is revised. Staff proposes to only change regulations related to fowl at this time in order to address a recent public comment. Other changes, outside of this topic, will be addressed in the near future.

9. Did we look at Stanwood or neighbors? Can staff research neighboring Cities?

Staff response: Information related to how neighboring Cities handle ducks is presented in Exhibit 2. Notable regulations include:

- **Stanwood allows 1 poultry and/or rabbit per 1,000 square feet of lot area.**
- **Lake Stevens has no maximums for fowl.**
- **Arlington has no maximums established for fowl but requires that fowl enclosures be setback 10 feet from residential structures.**

- **Bellevue considers 6 or less fowl as household pets.**
- **Kirkland allows for 3 fowl regardless of lot size.**
- **Mill Creek and Tukwila allow combinations of multiple fowl type up to 6 for lots that are at least 10,000 SF.**
- **Federal Way has set limitations to protect nearby properties based on four factors which are outlined in Exhibit 2.**

Proposal:

Staff recommends the code change below be reviewed during the October 9th Council meeting. Staff proposes to bring the final ordinance to Council for approval on October 23rd.

Exhibit 1

MMC 10.04.020 Definitions.

"Fowl" means all feathered birds, including all birds kept domestically and all fowl normally raised for meat or eggs, and includes, but is not limited to, female chickens, turkeys, ducks, carrier pigeons, peafowl, homing pigeons, racing pigeons, doves, pheasants, guinea hens and geese. This definition excludes birds kept as household pets, including but not limited to parrots and canaries.

"Rooster" a male chicken.

10.04.340 Location of building – Enclosures must be clean.

(1) Any building inhabited by livestock ~~or fowl~~ shall be located at a minimum distance of 100 feet of any adjoining residence.

(2) All houses, pens or enclosures where ~~chickens, turkeys, geese, ducks, pigeons or other domestic fowl or~~ rabbits are kept shall be kept clean and free from disagreeable odors. No organic materials furnishing food for flies shall be allowed to accumulate on the premises. All manure and other refuse must be kept in tightly covered fly-proof receptacles and disposed of at least once each week in a manner approved by the animal control officer.

10.04.315 Chickens Fowl.

The keeping of ~~chickens~~ fowl for personal use of the household shall be permitted subject to the following:

(1) ~~A maximum of six female chickens may be kept on residential lots less than one acre in size; provided, that roosters are prohibited on lots that are less than one acre in size.~~

(1) The maximum number of fowl which may be kept on residential lots is as follows:

a. Roosters are prohibited on lots that are less than one acre in size.

b. Lots less than one acre:

i. One fowl allowed per 5,000 square feet of property or six fowl, whichever is greater.

ii. The following fowl types are limited to a total of 3 of any combination of: geese, ducks, turkeys, pigeons, peafowl or guinea fowl.

c. Lots over one acre: no limits established.

STAFF NOTE ON THE MAXIMUMS PROPOSED ABOVE: The City Council requested to not reduce what is allowed in code already thus, staff proposes to allow six fowl

per lot, regardless of lot size. Based on feedback from the work session, staff proposes to allow for one additional fowl per every 5,000 square feet. The new calculation allows for a base of 6 fowl up to 8 fowl on lots up to one acre in size. There is also a limit proposed on the amount of ducks, geese, etc., within the total fowl count allowed.

EXAMPLE of scenarios that comply with the proposed code above.

- **1/2 acre lot or less: 6 chickens**
- **1/2 acre lot or less: 3 chickens, 3 ducks**
- **1/2 acre lot or less: 3 chickens, 1 goose, 2 turkeys**

- **3/4 acre lot: 7 chickens**
- **3/4 acre lot: 4 chickens, 2 pigeons, 1 turkey**
- **3/4 acre lot: 4 chickens, 3 turkeys**

- **1 acre: 8 chickens**
- **1 acre: 5 chickens, 3 ducks**
- **1 acre: 5 chickens, 3 geese**

- **1+ acres: no limits. Staff proposes that lots over one acre continue to have no limits (as currently allowed in code). Little to no issues have resulted in that regulation thus far.**

(2) A suitable shelter that is constructed so as to discourage predators shall be provided. The shelter shall be maintained in good working condition.

(a) Shelters, pens, and similar chicken enclosures shall be in the rear yard and shall be set back a minimum of 20 feet from neighboring residentially occupied structures.

(b) Shelters, pens, and similar ~~chicken~~ fowl enclosures shall be kept clean and free from disagreeable odors. No organic materials furnishing food for flies shall be allowed to accumulate on the premises. All manure and other refuse must be kept in tightly covered fly-proof receptacles and disposed of at least once each week in a manner approved by the animal control officer.

(c) ~~Chickens~~ Fowls may roam freely in the rear yard as long as they are contained on the premises by a fence.

(3) ~~Chickens~~ Fowls may be processed on the premises; provided, that the processing occurs in the rear yard out of public view.

(4) Infected ~~Chickens~~ fowls with diseases harmful to humans shall be removed from the premises.

Exhibit 2

Fowl Code Regulations

City	Maximum Number of Fowl	Maximum Number of Fowl- Based on Lot Size	Minimum Lot Size	Distance of Coop from Property Lines or Structures	Maximum Structure Area / Maximum Structure Size	Other	Code Citation	Pertinant info
Arlington		Not lot size specific		10 foot setback from any residential structure on an adjacent lot			https://library.municode.com/wa/arlinton/codes/code_of_ordinances?nodeId=TIT8AN_CH8.17RECOOTAN_8.17.01OKEAN_C1ENRE	Fowl ¹¹ means all feathered birds, including all birds kept domestically and all fowl normally raised for meat or eggs, and includes, but is not limited to, chicken, turkeys, ducks, roosters, carrier pigeons, homing pigeons, racing pigeons and geese. This definition excludes birds kept as household pets, including but not limited to parrots and canaries. All species of fowl, rabbit or pot bellied pigs shall be kept in a building, pen or enclosure. All such structures must be set back at least ten feet from any residential structure on an adjacent lot. Any building, pen or enclosure which houses such animals shall be kept clean, healthful and free from unsanitary conditions and disagreeable odors.
Bellingham				50 feet from a neighboring dwelling or structure			https://bellingham.municipal.codes/BMC/7.12.060	Any person being the owner or entitled to the possession of any animal of the species of horse, mule, ass, cattle, sheep, goat, domesticated fowl and exotic animals (except domesticated fowl maintained in a residence), including but not limited to, duck, chicken, goose, turkey or peafowl or swine of any kind, shall be permitted to keep the same within the limits of the city except as the same is now or may be hereafter forbidden by ordinance, by securely confining the same in a stable or other building; or an enclosure surrounded by a secure, well-built fence of sufficient height and strength to confine such animal therein; or the same may be securely staked out in a vacant lot in such manner that it cannot get upon any street, alley, or other public place within the city; provided, that the same is so confined or staked out as to effectively prevent it getting within 50 feet of any dwelling or other building in which persons work or are accustomed to be, or near enough to the property of another to do any damage thereto or commit any nuisance thereupon; and provided further, that any such animal shall be considered as running at large when it breaks away from its fastenings or is herded or permitted to feed upon any of the streets, alleys or other public places of the city.
Bellevue	6 or less considered household pets; More than 6 fowl are regulated as small domestic animals.	6 base for lots 10,000 SF or fewer; 10 for 20,000 SF or more; One additional per 1,500 SF	No min for household pets;	15 feet from the property line for household pets; 25 feet for small domestic animals		Permitted to roam free if the entire lot is fenced along lot lines	https://bellevue.municipal.codes/LUC/20.20.130	More than six fowl are regulated as small domestic animals. Domestic Animals, Small. Includes ducks, geese, swans, chickens, other fowl and animals of similar size and character, however, fewer than six fowl are treated as household pets.
Blaine			Non minimum lot size; not permitted for lots adjacent to lot with 3 or more dwelling units per acre				https://www.codepublishing.com/WA/Blaine/#1/Blaine06/Blaine0612.html#6.12	Any person being the owner or entitled to the possession of any animal of the species of horse, mule, ass, cattle, sheep, goat, domesticated fowl and exotic animals (except domesticated fowl maintained in a residence), including but not limited to, duck, chicken, goose, turkey or peafowl or swine of any kind, shall be permitted to keep the same within the limits of the city except as the same is now or may be hereafter forbidden by ordinance by securely confining the same in a stable or other building; or an enclosure surrounded by a secure, well-built fence of sufficient height and strength to confine such animal therein; or the same may be securely staked out in a vacant lot in such manner that it cannot get upon any street, alley, or other public place within the city; provided, that the same is so confined or staked out as to effectively prevent it getting within 50 feet of any dwelling or other building in which persons work or are accustomed to be, or near enough to the property of another to do any damage thereto or commit any nuisance thereupon; and provided further, that any such animal shall be considered as running at large when it breaks away from its fastenings or is herded or permitted to feed upon any of the streets, alleys or other public places of the city. Such confinement or staking must provide adequate food, water and shelter so that animal will not suffer abuse or neglect.

Edmonds						The keeping of poultry or covered animals within a residential dwelling unit, or upon the premises connected therewith, shall be prohibited except as provided in this chapter.	https://www.codepublishing.com/WA/Edmonds/#1/Edmonds05/Edmonds0505.html#5.05.130.1	"Poultry" means domestic fowl normally raised for eggs or meat and includes, but is not limited to, chickens, turkeys, ducks, geese, pheasants, quail, guinea fowl, pea fowl and other similar domesticated birds. Nothing herein shall be interpreted to conflict with or eliminate any state wildlife licensing requirement with relation to the keeping of any type of fowl. Large fowl over three feet in height or 30 pounds as mature adults, such as emus or ostriches, shall be considered "covered animals" and regulated as such.B. Animal Pens – When Prohibited. Whoever shall keep, use or maintain, within the city, any pens, stable, lot, place or premises in which any animal or fowl may be confined, in such manner as to be nauseous, foul or offensive, or which shall from any cause become an annoyance to any person, family or community, shall be deemed to be maintained a nuisance and be subject to the penalties prescribed in ECC 5.50.020.
Federal Way	4	4 for lots under 35,000 SF; 20 for lots over 35,000 SF; one additional small domestic animal is permitted for each additional 500 square feet of lot area. In addition, offspring from one female are permitted at any time, until those offspring are able to live independently.		All pens, structures and enclosures must be set back at least 40 feet from each property line.		(4) Limitations under certain circumstances. The city may limit the number of animals allowed to less than the maximum stated in this section if this is reasonably necessary to protect nearby uses or the city considering the following factors: (a) The proximity of the animals to dwelling units both on and off the subject property. (b) The lot size and isolation of the subject property. (c) The compatibility with surrounding uses. (d) Potential noise, pollution and other impacts.	https://www.codepublishing.com/WA/FederalWay/#1/FederalWay19/FederalWay19260.html#19.260.055	Chickens and Ducks regulated the same
Fife		1 per 1,750 SF up to 20 small area animal + 1 per 500 SF after; Medium area animals 5 per acre	Small area animals 0.75 Acre; Medium area animals - 1 acre min			2. Medium area animals: sheep, goats, alpacas, ostriches, emus, rheas and other similar animals; 3. Small area animals: ferrets, minks, exotic or poultry birds, rabbits, snakes, lizards, turtles and other similar animals.	Chapter 19.68 SPECIFIC USE AND STRUCTURE REGULATIONS (codepublishing.com)	
Issaquah						Barbed wire fencing permitted	https://www.codepublishing.com/WA/Issaquah/#1/Issaquah18/Issaquah1807.html#18.07.140	
Kent	Up to three (3) domesticated fowl	1 additional per 1,000 SF	5,000 SF	10 foot setback for lots abutting other residential lots		Domesticated fowl means any duck, goose, swan, chicken, or other fowl of similar size and character.	https://www.codepublishing.com/WA/Kent/html/Kent15/Kent1508.html#15.08.070	
Kirkland	20	3 fowl permitted regardless of lot size; Lots under 35,000 SF, 3 allowed and 1 additional per 1,000 SF for lots over 5,000 SF (20 max); Lots over 35,000 SF, 20 allowed and 1 additional per 500 SF		Structures larger than 100 SF have a 40 foot setback requirement; 5 feet from the property line if abutting residential lots; No required setbacks for lots abutting nonresidential and permanently dedicated easement or tract that is at least 10 feet in width	Structures larger than 100 SF have a 40 foot setback requirement	Fowl may forage or roam freely anywhere within a fenced yard, but adequate measures must be taken to provide safety for the fowl and prevent them from straying onto adjacent property.	https://www.codepublishing.com/WA/Kirkland/2/Kirkland2115/Kirkland2115.html#115.20	
Lakewood	16 per acre	16 per acre		10 foot setbacks for hutches and 20 feet for all pens, coups, aviaries, similar enclosures, and free-range areas.		Peacocks, roosters, turkeys, ostriches, emus, other similar birds, wild, undomesticated or exotic mammals, and cows, sheep, llamas, goats, swine, and other livestock, but excluding horses, shall be prohibited in all zoning districts in the City.	https://lakewood.municipal.codes/LMC/18A.40.030	
Mill Creek	3	3 geese, 3 ducks, 3 turkeys, 3 pigeons, 3 peafowl or 3 guinea fowl or any combination of geese, ducks, turkeys, peafowl and guinea fowl and pigeons not exceeding 3 in number for each 1 acre of property.	1 Acre			No more than one structure housing fowl permitted	https://www.codepublishing.com/WA/MillCreek/#1/MillCreek06/MillCreek0612.html#6.12.070	

Mukilteo	No more than 4 birds, not counting pigeons, doves and chickens, over 4 months old on 1 lot; No more than 12 pigeons and/or doves on 1 lot.				The structure shall be at least as large so as to provide one-half square feet of area for each small bird; one square foot for each pigeon and dove; and two square feet for each large parrot (or similar bird). The maximum allowed size for a structure harboring birds shall be two thousand square feet.	Other than female chickens, all birds shall be confined within a structure, which structure shall be adequately insulated to maintain reasonable noise levels in compliance with Chapter 8.18.	https://www.codepublishing.com/WA/Mukilteo/#/Mukilteo06/Mukilteo0616.html#6.16.050	
Seattle	8	Lot greater than 10,000 SF which include community garden or urban farm can have 1 additional for every 1,000 SF		10 foot set back abutting residential lots			https://library.municode.com/wa/seattle/codes/municipal_code?nodeid=TIT23LAUSCO_SUBTITLE_IIIILAUSRE_CH23.42GEUSPR_23.42.052KEAN	
Spokane	1 per 1,000 SF	1 per 1,000 SF	1,000 SF			Small Domestic Animals. Fowl including, but not limited to, chickens, guinea hens, geese, ducks, turkeys, pigeons, and other fowl not listed or otherwise defined.	https://my.spokanecity.org/smc/?Section=17C.310.115	Owners of small domestic animals, including small livestock as defined in SMC 17A.020.040(A)(2)(c) but excluding chickens, shall obtain animal keeping certification from Washington State University prior to keeping the animal demonstrating that the owner has completed training relating to the safe and proper care of a small domestic animal, including, but not limited to: appropriate shelter, food, and veterinarian care (including rabies and other vaccinations when appropriate), breeding, animal waste disposal and potential hazards related to the use of domestic animal and livestock waste in composting, potential sources of zoonotic and enteric diseases, routes of transmission, and methods of preventing human illness diseases, and noise and odor control. Owners of small domestic animals whose ownership pre-date the requirement of the certification shall have six months from the effective date of this section to obtain the certification. The certification shall be specific to the species of small domestic animal. Maintaining the animal under conditions that do not satisfy the standards set forth in the certification shall be a violation of this subsection and may require the owner to complete additional training through WSU as a condition to maintaining the certification.
Stanwood		the number of poultry and rabbits allowed shall be limited to one poultry and/or rabbit per 1,000 square feet of lot area, with a maximum of 20 poultry and/or rabbits per occupied lot.		Min 5 feet from property line; Min 20 feet from any neighboring residence or business; Not permitted in front yard	Minimum 4 SF per animal; Max 2 structures per lot		Ch. 8.02 Animal Control and Licensing Stanwood Municipal Code	
Tukwila	1 per 1,000 SF	6 geese, 6 ducks, 6 peafowls, 6 turkeys or any combination of geese, ducks or turkeys, not to exceed a total of 6 collectively for 10,000 square feet of property; The number of geese, ducks, peafowls or turkeys may be increased 1/10th for each additional 1,000 square feet of property.	10,000 SF	10 foot setback from dwellings and property line		No more than one structure housing fowl permitted	http://records.tukwila.gov/web/Link/ElectronicFile.aspx?docid=54064&dbid=1	



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 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, Repealing Chapter 6.37 of the Municipal Code in Regard to Solicitation

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: Case law regarding regulation of solicitation has changed since chapter 6.37 of the municipal code -- Pedestrian Interference – Coercive Solicitation -- was adopted and other sections of the municipal code address the public safety issues chapter 6.37 was intended to address. Because chapter 6.37 is obsolete, staff recommends it be repealed.

ATTACHMENTS:
[Ordinance - Solicitation Chapter Repeal.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, REPEALING CHAPTER 6.37 OF THE MUNICIPAL CODE IN
REGARD TO SOLICITATION.**

WHEREAS, case law regarding regulation of solicitation has changed since chapter 6.37 of the municipal code was adopted; and

WHEREAS, other sections of the municipal code address the public safety issues chapter 6.37 of the municipal code was intended to address; and

WHEREAS, chapter 6.37 of the municipal code is obsolete and should be repealed.

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

SECTION 1. Chapter 6.37 of the municipal code - Pedestrian Interference – Coercive Solicitation – is repealed 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): _____

Chapter 6.37

PEDESTRIAN INTERFERENCE – COERCIVE SOLICITATION

Sections:

~~6.37.010 Purpose.~~

~~6.37.020 Definitions.~~

~~6.37.030 Aggressive begging – Prohibited.~~

~~6.37.040 Coercive solicitation – Prohibited.~~

~~6.37.045 Time of solicitation.~~

~~6.37.047 Place of solicitation.~~

~~6.37.050 Penalty.~~

6.37.010 Purpose.

The purpose of this chapter is to regulate and punish acts of coercive and aggressive begging, and acts of begging that occur at locations or under circumstances specified herein which create an enhanced sense of fear or intimidation in the person being solicited, or pose risk to traffic and public safety. (Ord. 3092 § 2 (Exh. B), 2018; Ord. 2887 § 1, 2012; Ord. 2156 § 1, 1997).

6.37.020 Definitions.

The following definitions apply in this chapter:

(1) “Aggressively beg” means to beg with the intent to intimidate or coerce another person into giving money or goods.

(2) “Coerce” or “coercive” means to do any of the following with intent:

(a) To approach, speak or gesture to a person in such a manner as would cause a reasonable person to believe that the person is being threatened with a commission of a criminal act upon the person, another person or property in the person’s possession; or

(b) To approach within one foot of a person for the purpose of making a solicitation without obtaining said person’s initial consent; or

(c) To persist in a solicitation after the person solicited has given a negative response; or

(d) To block the passage of a person, pedestrian traffic, a vehicle or vehicular traffic while making a solicitation; or

(e) To engage in conduct that would reasonably be construed as intended to compel or force a person being solicited to accede to demands; or

(f) To make any false or misleading representation in the course of making a solicitation.

(3) “Intimidate” means to engage in conduct which would make a reasonable person fearful or feel compelled.

~~(4) “Beg” means to ask for money or goods as a charity, whether by words, bodily gestures, signs, or other means.~~

~~(5) “Public place” means an area generally visible to public view and includes alleys, bridges, buildings, driveways, parking lots, parks, plazas, sidewalks and streets open to the general public, including those that serve food or drink or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.~~

~~(6) “Solicitation” for the purposes of this chapter is any means of asking, begging, requesting, or pleading made in person, orally or in a written or printed manner, directed to another person, requesting an immediate donation of money, contribution, alms, financial aid, charity, gifts of items or service of value, or the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation. (Ord. 3092 § 2 (Exh. B), 2018; Ord. 2887 § 1, 2012; Ord. 2156 § 1, 1997).~~

~~6.37.030 Aggressive begging — Prohibited.~~

~~It is unlawful to aggressively beg. (Ord. 3092 § 2 (Exh. B), 2018; Ord. 2887 § 1, 2012).~~

~~6.37.040 Coercive solicitation — Prohibited.~~

~~It is unlawful for a person to make coercive solicitation. (Ord. 3092 § 2 (Exh. B), 2018; Ord. 2887 § 1, 2012).~~

~~6.37.045 Time of solicitation.~~

~~It is unlawful to make solicitation to pedestrians or motorists on public property or public streets after sunset or before sunrise. (Ord. 3092 § 2 (Exh. B), 2018; Ord. 2971 § 1, 2014).~~

~~6.37.047 Place of solicitation.~~

~~(1) It is unlawful to solicit at the following places:~~

~~(a) On ramp or off-ramp to state route or interstate highway;~~

~~(b) Within 300 feet of the following intersections identified in Exhibit A, attached to the ordinance codified in this section and incorporated by reference:~~

~~(i) SR 528 and Cedar Avenue;~~

~~(ii) SR 528 and State Avenue;~~

~~(iii) SR 528 and 47th Avenue NE;~~

~~(iv) SR 528 and 67th Avenue NE;~~

~~(v) Grove Street and State Avenue;~~

- ~~(vi) 88th Street and State Avenue;~~
- ~~(vii) 92nd Street and State Avenue;~~
- ~~(viii) 100th Street and State Avenue;~~
- ~~(ix) 116th Street and State Avenue; and~~
- ~~(x) 172nd Street NE and 27th Avenue NE.~~

~~(2) It shall be unlawful for a person to sell, or offer for immediate sale, goods, services or publications, or to distribute items without remuneration, to a person in a vehicle, at the following:~~

- ~~(a) On-ramp or off-ramp to state route or interstate highway;~~
- ~~(b) Within 300 feet of the street intersections set forth in subsection (1)(b) of this section and Exhibit A attached to the ordinance codified in this section and incorporated by reference. (Ord. 3092 § 2 (Exh. B), 2018; Ord. 2971 § 2, 2014).~~

6.37.050 Penalty.

~~Aggressive begging is a misdemeanor. Coercive solicitation is a misdemeanor. Any person violating this chapter shall be punished by a fine not to exceed \$1,000 or by imprisonment and jail for not more than 90 days or by both such fine and imprisonment. (Ord. 3092 § 2 (Exh. B), 2018; Ord. 2887 § 1, 2012).~~



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: Assistant Police Chief Jim Lawless, Police

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending Chapter 2.45 of the Marysville Municipal Code and Reclassifying the Marysville Jail as a Correctional Facility

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: RCW 70.48, the City and County Jails Act was legislated in 1987. This act sets the standards and legislative operational expectations of City and County Jails. About that same time the City of Marysville was building and preparing to move the police department and jail into a new larger facility located at 1635 Grove St. In January 1988 the City of Marysville adopted Ordinance No. 1589 in which a new chapter of the Marysville Municipal Code was enacted, MMC 2.45 "Jail Facilities". Section 2.45.010 adopted the applicable Washington Administrative Code (289) that pertained to **30-day "holding facilities"**.

In June of 2006 WAC 289, Jail Commission, was decodified and all standards and statutory authority were incorporated into RCW 70.48 and other related RCW's.

In May of 2011 the City of Marysville adopted Ordinance No. 2859. In this ordinance the city amended MMC 2.45 entitled "Jail Facilities" to now be entitled "Jail / Detention Facilities". MMC 2.45.010 adopted RCW 70.48 by reference. RCW 70.48.020. (4) defines "Detention facility" a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing

of adult persons for purposes of punishment and correction after sentencing or persons **servicing terms not to exceed ninety days**. This is the current designation of the Marysville Jail.

The City of Marysville opened a new Jail facility in May of 2022 at 601 Delta Ave. that is just over 20,000 square feet in size vs. the prior city jail at 1635 Grove St. which was just over 5,000 square feet. This larger, more advanced jail is equipped with new security and safety technology that making for considerably more efficient inmate management. The newer facility has the infrastructure to accommodate a larger inmate population for a longer period of time. It is the request of staff that the new Marysville jail be reclassified as a "Correctional Facility" as defined by RCW 70.48.020. (2) - "Correctional Facility" means a facility operated by a governing unit primarily designed, staffed, and used for the housing of adult persons **servicing terms not exceeding one year** for the purposes of punishment, correction, and rehabilitation following conviction of a criminal offense.

In addition to this change, several other amendments to the ordinance have been made in order to streamline processes for implementing programs within the jail via policies and procedures.

This ordinance was prepared by the City Attorney.

ATTACHMENTS:

[Jail Ordinance 7-18-23.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 2.45 OF THE MUNICIPAL CODE
AND RECLASSIFYING THE MARYSVILLE JAIL AS A CORRECTIONAL
FACILITY.**

WHEREAS, state law defines a detention facility as one that houses inmates for a term not to exceed 90 days and a correctional facility as one that houses inmates for a term not to exceed one year; and

WHEREAS, the Marysville jail operated as a detention facility when it was located in the former Public Safety Building on Grove Street; and

WHEREAS, the new Marysville jail located on the Civic Campus has continued to operate as a detention facility, but was designed to operate as a correctional facility; and

WHEREAS, reclassifying the new Marysville jail as a correctional facility would provide more flexibility and allow inmates to be held on sentences of up to 364 days; and

WHEREAS, public safety would be enhanced by the availability of a correctional facility in the City; and

WHEREAS, chapter 2.45 of the municipal code should be amended to reflect the reclassification of the Marysville jail as a correctional facility and that the chief of police should maintain current standards for jail operations based on current law and best practices.

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

SECTION 1. The Marysville jail is reclassified as a correctional facility as that term is defined in RCW 70.48.020(2).

SECTION 2. Chapter 2.45 of the municipal code is amended as set forth in Exhibit A.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 5. Effective Date. This ordinance 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

Chapter 2.45 ~~JAIL/DETENTION-CORRECTIONAL~~ FACILITIES

Sections:

~~2.45.010 State statutes adopted.~~ Operation of Marysville Correctional Facility.

~~2.45.020 Jail/detention facility booking fees.~~

~~Article I. Custodial Care Standards for the Marysville Jail/Detention Facility~~

~~2.45.021 Physical plant standards.~~

~~2.45.022 Emergency suspension of custodial care standards.~~

~~2.45.023 General administration.~~

~~2.45.024 Training.~~

~~2.45.025 Records.~~

~~2.45.026 Emergency procedures.~~

~~2.45.027 Use of force.~~

~~2.45.028 Admissions.~~

~~2.45.029 Classification and segregation.~~

~~2.45.030 Release and transfer.~~

~~2.45.031 Staffing and surveillance.~~

~~2.45.032 Supervision and surveillance—Security devices.~~

~~2.45.033 Critical articles.~~

~~2.45.034 Rules of conduct.~~

~~2.45.035 Written procedures for medical services.~~

~~2.45.036 Access to health care.~~

~~2.45.037 Access to facilities.~~

~~2.45.038 — Meals.~~

~~2.45.039 — Visitation.~~

~~2.45.040 — Mail.~~

~~2.45.041 — Telephone usage.~~

~~2.45.042 — Good time.~~

~~2.45.043 — Sanitation.~~

~~2.45.044 — Grievance.~~

~~2.45.050 — Jail alternatives.~~

2.45.010 State statutes adopted.

Reserved. Operation of Marysville Correctional Facility.

The chief of police is responsible for the operation of the Marysville correctional facility in accordance with state and federal law and will adopt and maintain appropriate standards, policies, rules, and procedures necessary for its safe operation.

2.45.020 Jail/detention facility booking fees.

~~(1) RCW 70.48.390 as set forth below, including all future amendments, is adopted and incorporated by reference:~~

~~RCW 70.48.390~~

~~Fee payable by person being booked.~~

~~A governing unit may require that each person who is booked at a city, county, or regional jail pay a fee based on the jail's actual booking costs or one hundred dollars, whichever is less, to the sheriff's department of the county or police chief of the city in which the jail is located. The fee is payable immediately from any money then possessed by the person being booked, or any money deposited with the sheriff's department or city jail administration on the person's behalf. If the person has no funds at the time of booking or during the period of incarceration, the sheriff or police chief may notify the court in the county or city where the charges related to the booking are pending, and may request the assessment of the fee. Unless the person is held on other criminal matters, if the person is not charged, is acquitted, or if all charges are dismissed, the sheriff or police chief shall return the fee to the person at the last known address listed in the booking records.~~

~~(2) Unless otherwise established by interlocal agreement, the booking fee payable by persons booked into the Marysville municipal jail/detention facility shall be \$32.00. (Ord. 2859 § 1, 2011; Ord. 2514 §§ 2, 3, 2004).~~

Article I. Custodial Care Standards for the Marysville Jail/Detention Facility

~~2.45.021 Physical plant standards.~~

~~Holding facilities shall be secure. Such facilities shall have adequate lighting, heat, ventilation, and fire detection and suppression equipment. Each detention facility cell shall be equipped with a toilet, lavatory and drinking water facilities. A telephone shall be accessible. (Ord. 2859 § 1, 2011).~~

~~2.45.022 Emergency suspension of custodial care standards.~~

~~Nothing in these standards shall be construed to deny the power of the chief of police or his designee to temporarily suspend any standard herein prescribed in the event of an emergency which threatens the safety or security of any jail, prisoners, staff or the public. (Ord. 2859 § 1, 2011).~~

~~2.45.023 General administration.~~

~~There shall be written policies and procedures which shall be made available to each authorized person who is responsible for the confinement of a prisoner in the facility. The chief of police or his designee may establish a commissary program for inmate participation. (Ord. 2859 § 1, 2011).~~

~~2.45.024 Training.~~

~~All authorized persons responsible for the confinement of a prisoner shall receive an orientation to the policies and procedures of the facility relative to their duties. All custody officers shall complete a basic custody officer or equivalence course approved by the Washington State Criminal Justice Training Commission (CJTC) within the time specified by CJTC. On the job training shall be provided as deemed appropriate by the chief of police or his designee. (Ord. 2859 § 1, 2011).~~

~~2.45.025 Records.~~

~~If formal booking occurs in the facility, the information shall be recorded on a booking form. Any medical problems experienced by a prisoner while in the facility shall be recorded and such records maintained. Information concerning medical problems shall be transmitted at the time the prisoner is transported to another jail, hospital, or other facility.~~

~~(1) Prison population records shall be maintained by keeping a jail register for each holding facility.~~

~~(2) Written infraction and discipline records shall be maintained for all incidents which result in major property damage or bodily harm in accordance with state retention schedules and rules. (Ord. 2859 § 1, 2011).~~

~~2.45.026 Emergency procedures.~~

~~The emergency plan shall outline the responsibilities of department staff, evacuation procedures, and subsequent disposition of the prisoners after removal from the area or facility. All personnel should be trained in the emergency procedures. (Ord. 2859 § 1, 2011).~~

~~2.45.027 Use of force.~~

~~The chief of police or his designee shall establish and maintain written policies and procedures regarding the use of force and the use of deadly force. Control may be achieved through advice, warnings, and persuasion, or by the use of physical force (lethal-nonlethal). While the use of physical force may be necessary in situations which cannot be otherwise controlled, force may not be resorted to unless other reasonable alternatives have been exhausted or would clearly be ineffective under the particular circumstances. Officers are permitted to use only the amount of force that is reasonable and necessary to overcome the resistance and to protect others or themselves from bodily harm and/or to effect an arrest. (Ord. 2859 § 1, 2011).~~

~~2.45.028 Admissions.~~

~~No prisoner shall be confined without proper legal authority.~~

~~(1) Each prisoner, within a reasonable period of time after completion of booking, shall be advised of his right to, and be allowed to complete, at least two local or collect calls to persons of his choice who may be able to come to his assistance. If the prisoner chooses not to place the calls allowed, this information shall be noted on the booking form; provided, that appropriate protection of access to an attorney shall be maintained for prisoners without funds.~~

~~(2) Reasonable provisions for communication with non-English speaking, handicapped and illiterate prisoners shall be provided.~~

~~(3) The booking process shall be completed promptly unless extenuating circumstances necessitate delay.~~

~~(4) Search/Examination Guidelines. The chief of police or his designee shall establish and maintain written policies and procedures regarding pat searches, strip searches, and body cavity searches, which shall be consistent with this section. (Ord. 2859 § 1, 2011).~~

~~2.45.029 Classification and segregation.~~

~~The chief of police or his designee shall establish and maintain written policies and procedures regarding classification and segregation of inmates. (Ord. 2859 § 1, 2011).~~

~~2.45.030 Release and transfer.~~

~~The releasing officer shall determine prisoner identity and ascertain that there is legal authority for the release. Information required on the release forms shall be recorded for each prisoner released from the facility. All prisoners being released shall sign a receipt for personal property returned. (Ord. 2859 § 1, 2011).~~

~~2.45.031 Staffing and surveillance.~~

~~There shall be continual sight and/or sound surveillance of all prisoners. Such surveillance may be by remote means, provided there is the ability of staff to respond face-to-face to any prisoner within a reasonable time. (Ord. 2859 § 1, 2011).~~

~~2.45.032 Supervision and surveillance—Security devices.~~

~~Security devices shall be maintained in proper working condition at all times. (Ord. 2859 § 1, 2011).~~

~~2.45.033 Critical articles.~~

~~All holding facilities shall establish written procedures to ensure that weapons shall be inaccessible to prisoners at all times.~~

~~(1) Weapons are prohibited in the holding area. There shall be no firearms carried into the detention facility.~~

~~(2) The evacuation keys are located at the bottom of the staircase leading towards the patrol sergeant's office in a locked box. (Ord. 2859 § 1, 2011).~~

~~2.45.034 Rules of conduct.~~

~~Prisoners shall be informed of facility rules and regulations, if they are established. (Ord. 2859 § 1, 2011).~~

~~2.45.035 Written procedures for medical services.~~

~~Medical services shall be provided only by licensed or certified health care or emergency response providers. (Ord. 2859 § 1, 2011).~~

~~2.45.036 Access to health care.~~

~~Prisoner complaints of injury or illness, or staff observations of such shall be acted upon by staff as soon as reasonably possible. Prisoners shall be provided with medical diagnosis or treatment as necessary.~~

~~(1) Standard first-aid kits shall be conveniently available to all jails.~~

~~(2) A record of the date, time, place and name of the health care provider shall be retained on file at the jail if any health care services are provided to prisoners. (Ord. 2859 § 1, 2011).~~

~~2.45.037 Access to facilities.~~

~~Each prisoner shall have access to toilet, sink, drinking water, and adequate heat and ventilation.~~

~~(1) Prisoners shall be issued a clean blanket when appropriate. The blanket shall be washed at frequent intervals to maintain a clean condition, and always before reissue.~~

~~(2) The chief of police or his designee should allow confidential visits from business, educational and law enforcement professionals. (Ord. 2859 § 1, 2011).~~

~~2.45.038 Meals.~~

~~Jail meals shall be nutritious and provide for appropriate caloric intake. (Ord. 2859 § 1, 2011).~~

~~2.45.039 Visitation.~~

~~Visitation times for inmates will be set by the custody sergeants and subject to change without notice. Custody officers are responsible to regulate visitation, and inform visitors and inmates when to visit. Staff shall direct the visitor's attention to all of the conspicuously posted signs pertaining to visitation. (Ord. 2859 § 1, 2011).~~

~~2.45.040 Mail.~~

~~The chief of police or his designee shall establish a policy regarding inmate mail and correspondences. (Ord. 2859 § 1, 2011).~~

~~2.45.041 Telephone usage.~~

~~The chief of police or his designee shall establish and post rules which specify regular telephone usage times and maximum length of calls (not to be less than five minutes). (Ord. 2859 § 1, 2011).~~

~~2.45.042 Good time.~~

~~The chief of police or his designee should develop written policies regarding time off for good behavior. Such policies should ensure that good time, when authorized by sentencing courts, is given on a consistent basis, and in accordance with RCW 70.48.210. (Ord. 2859 § 1, 2011).~~

~~2.45.043 Sanitation.~~

~~(1) General Sanitation. The jail shall be kept in a clean and sanitary condition, free from any accumulation of dirt, filth, rubbish, garbage, or other matter detrimental to health.~~

~~(2) When the facility is occupied, the housekeeping program shall include a daily general sanitation inspection and daily removal of trash and garbage.~~

~~(3) Each prisoner shall clean his own living area daily.~~

~~(4) Insects and Rodents. Insects and rodents shall be eliminated by safe and effective means.~~

~~(5) Pets shall not be allowed in the jail.~~

~~(6) Laundry. There shall be adequate laundry services. (Ord. 2859 § 1, 2011).~~

~~2.45.044 Grievance.~~

~~The chief of police or his designee for each jail should develop and maintain procedures for the collection of prisoner grievances. Such procedures should provide for persons to whom grievances are to be directed, for timely review of grievances and for notification of action taken regarding the grievance. (Ord. 2859 § 1, 2011).~~

~~2.45.050 Jail alternatives.~~

~~(1) Authorizing Jail Alternatives. Inmates who have been sentenced by the court may apply for the following programs; provided, that the court has authorized and recognized the program as an approved alternative to jail for the particular inmate, the program is available and the inmate qualifies for the program:~~

~~Electronic Home Monitoring (EHM)~~

~~Community Service~~

~~Work Release~~

~~Inmate Worker Program~~

~~Day or Weekend Jail~~

~~(2) The chief of police or his designee shall is authorized to establish and adopt policies and procedures for the programs listed in subsection (1) of this section, to be included in the Marysville Police Department Policies and Procedures programs to be operated in or through the correctional facility to promote opportunities for rehabilitation of inmates and as alternatives to incarceration in the correctional facility (e.g. electronic home monitoring, work release, etc.).~~



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 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, Setting Mandatory Minimum Sentences for Certain Crimes Committed by Repeat Offenders, Creating a Crime of Escape in the Third Degree - Absconding from Treatment, and Amending Chapters 6.03 and 6.15 of the Municipal Code

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY:

Citizens and businesses in Marysville have been negatively affected by crimes such as theft, criminal trespass, and the public use of illegal drugs and these negative effects include increased public disorder, financial loss, and decreased physical safety. These negative effects discourage the utilization of public amenities in Marysville, discourage business, and negatively affect our residents' quality of life. Sentences for criminal offenses should be proportionate to both the seriousness of the crime and the prior criminal history.

This ordinance identifies theft, criminal trespass, vehicle prowling, and using controlled substances in public as "Public Disorder Crimes." If multiple crimes are committed on the same day, they count as one Public Disorder Crime.

This ordinance sets a mandatory minimum sentence of 30 days for conviction of a Public Disorder Crime after the defendant has been convicted of a Public Disorder Crime twice within the last five years or has had the benefit of an alternative resolution (other than a not guilty verdict) twice within the last five years or a combination. The third conviction must be a crime that is charged on or after the effective date of the ordinance. A defendant sentenced to a mandatory minimum sentence may petition the municipal court to enter treatment.

A defendant otherwise eligible for the municipal court's Mental Health Alternatives Program (MAP) could still enter MAP on a third Public Disorder Crime charge, but would be subject to the mandatory minimum sentence if he or she opted out of the program or failed the program.

This ordinance also creates a crime of escape in the third degree - absconding from treatment. If a person released to treatment by order of the court fails to report to treatment or leaves the treatment facility without a court order, that person is subject to a mandatory minimum of 30 days on the first offense and 90 days on the second offense. The sentence would run consecutively to any remaining time (or suspended time imposed by the court) on the underlying conviction.

ATTACHMENTS:

[Mandatory Minimums - Public Disorder Crimes 10-6-23.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING MANDATORY MINIMUM SENTENCES FOR CERTAIN CRIMES COMMITTED BY REPEAT OFFENDERS, CREATING A CRIME OF ESCAPE IN THE THIRD DEGREE – ABSCONDING FROM TREATMENT, AND AMENDING CHAPTERS 6.03 AND 6.15 OF THE MUNICIPAL CODE.

WHEREAS, citizens and businesses in Marysville have been negatively affected by crimes such as theft, criminal trespass, and the public use of illegal drugs and these negative effects include increased public disorder, financial loss, and decreased physical safety; and

WHEREAS, these negative effects discourage the utilization of public amenities in Marysville, discourage business, and negatively affect our residents' quality of life; and

WHEREAS, community protection from repeat offenders is a priority for any civilized society; and

WHEREAS, sentences for criminal offenses should be proportionate to both the seriousness of the crime and the prior criminal history; and

WHEREAS, while first-time offenders should be considered for alternatives to incarceration, individuals who have previously been convicted, received a deferred sentence, or had the benefit of a stipulated order of continuance should be held accountable if they continue to commit crimes; and

WHEREAS, public health and safety will be enhanced by holding repeat offenders accountable and deterring individuals from engaging in repeat criminal behavior.

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

SECTION 1. A new section is added to chapter 6.03 of the municipal code as set forth in Exhibit A.

SECTION 2. A new section is added to chapter 6.15 of the municipal code as set forth in Exhibit B.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 5. Effective Date. This ordinance 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

6.03.120 Mandatory Minimum Sentences for Public Disorder Crimes.

(1) “Public Disorder Crime” means theft in the third degree, vehicle prowling, criminal trespass, and use of a controlled substance in a public place. Multiple charges on the same date count as one Public Disorder Crime.

(2) Upon a conviction for a Public Disorder Crime charged on or after the effective date of this ordinance, the municipal court shall impose a mandatory minimum sentence of no less than 30 days in jail if within the five years prior to the conviction, the defendant had in the state of Washington, two or more of the following dispositions for any crime defined in this section as a Public disorder crime:

- (a) a conviction; or
- (b) a stipulated order of continuance or similar agreement; or
- (c) a deferred sentence.

(3) A stipulated order of continuance shall be considered a disposition for the purposes of this section regardless of whether it has been revoked or whether the defendant successfully completed the terms of the stipulation resulting in the dismissal of the charge.

(4) A deferred sentence shall be considered a disposition for the purposes of this section regardless of whether judgment has been entered or whether the defendant successfully completed the terms of the sentence resulting in the dismissal of the charge.

(5) If a defendant is convicted of two or more Public Disorder Crimes on the same date and the offenses occurred on separate dates, then a mandatory minimum sentence shall be imposed for each Public Disorder Crime conviction.

(6) Post-Sentencing Petitions.

(a) A defendant sentenced to a mandatory minimum sentence under this section and serving the sentence may petition the municipal court for relief from the sentence if he or she meets the following criteria:

- (i) a qualified professional has determined that the defendant would benefit from in-patient drug or alcohol treatment;
- (ii) the defendant has a specific bed date to enter the treatment program during the defendant’s commitment to jail;
- (iii) the defendant executes a waiver to release information to the city regarding the defendant’s presence in the treatment facility and whether the defendant successfully completed the treatment program;

(iv) the defendant agrees in writing to attend treatment and comply with all treatment recommendations; and

(v) the municipal court finds that treatment is an appropriate alternative to jail.

(b) If the municipal court grants the petition, the judge may enter an order of release with appropriate conditions. The court will advise the defendant of the penalties for escape in the third degree – absconding from treatment.

(c) If the defendant provides proof of successful completion of treatment to the satisfaction of the municipal court, the court may suspend any remaining jail time.

(7) A defendant who otherwise would be subject to a mandatory minimum sentence under this section and who diverts through the municipal court's Mental Health Alternatives (MAP) program, is subject to a mandatory minimum sentence under this section if he or she opts out of the program or fails to complete the program.

EXHIBIT B

6.15.020 Escape in the third degree – Absconding from treatment

A person subject to a mandatory minimum sentence imposed under section 6.03.120 of the municipal code who was released by court order to treatment and who fails to appear for treatment or leaves the treatment facility without an order of the court, is guilty of escape in the third degree – absconding from treatment. Escape in the third degree - absconding from treatment is a misdemeanor on the first offense and subject to a mandatory minimum sentence of 30 days in jail to run consecutively to the remaining time on the underlying mandatory minimum sentence and any suspended time that the court imposes. The court may order any sentence up to 90 days in jail and a \$1,000.00 fine. A second offense is a gross misdemeanor and subject to a mandatory minimum sentence of 90 days in jail to run consecutively to the remaining time on the underlying mandatory minimum sentence and any suspended time that the court imposes. The court may order any sentence up to 364 days in jail and a \$5,000.00 fine.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 9, 2023

SUBMITTED BY: Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** of the City of Marysville Amending the Policy for the Investment of City Funds and Rescinding Resolution 2489

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. _____.

SUMMARY: A Resolution of the City of Marysville amending the policy for the investment of City funds and rescinding Resolution 2489.

ATTACHMENTS:

- [2023 Policy Review Memo \(002\).pdf](#)
- [2023 Marysville Investment Policy - REDLINE.pdf](#)
- [Marysville Investment Policy 2023 Resolution 9.28.pdf](#)

MEMO

To: Jennifer Ferrer-Santa Ines and John Nield, City of Marysville
From: Whitney Maher, Government Portfolio Advisors
Date: August 10, 2023
Re: Investment Policy Review and Update 2023

It is a best practice to periodically review and update the City of Marysville Investment Policy. The policy was updated and approved in September 2020. For 2023, GPA is recommending clients move their policies to follow statute more closely in relation to the authorized investments and minimum ratings requirements, etc. We have reviewed the City's policy and are making the following recommended changes:

- Move Policy Statement from Cover Page to Section 3
- Delegation of Authority – updated language, adds Finance Committee
- Safekeeping – added language regarding online access for reconciliation
- Remove split ratings language, replace with Washington State Investment Board language
- Combine US Agency Primary/Secondary into single category US Agency Obligations
- Update Municipal Debt minimum ratings language to align with statute
- Update CP minimum ratings language to align with statute
- Add Supranationals as allowable by statute
- Add Corporate notes as allowable by statute
- Reduce Bank Deposit issuer constraint from 30% to 20% - all balances are required to be PDPC approved, however as a best practice for diversification, GPA recommends reducing
- Update maximum single maturity to 5.5 years as allowable by statute

New language is shown in *italics* below:

- 1) **US Agency Obligations** – combine US Agency Primary and Secondary into single category to follow statute more closely

Original Language:

US Agency Obligations - Primary: Government Sponsored Enterprises (GSEs) – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Banks (FHLB), and the Federal Farm Credit Bureau (FFCB).

US Agency Obligations - Secondary: Other US government sponsored enterprises that are less marketable are considered secondary GSEs. They include, but are not limited to: Private Export Funding Corporation (PEFCO), Tennessee Valley Authority (TVA), Financing Corporation (FICO) and Federal Agricultural Mortgage Corporation, (Farmer Mac).

Updated Language:

US Agency Obligations: US Government Agency Obligations and US Government Sponsored Enterprises (GSEs) which may include, but are not limited to the following: Federal Farm Credit Banks Funding Corporation (FFCB), Federal Home Loan Bank (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), and Tennessee Valley Authority (TVA).

- 2) Update Municipal Debt Language** – update minimum ratings requirements and language to follow statute more closely (moves ratings minimum from AA- to A- as allowable).

Original Language:

Municipal Debt Obligations: General Obligation and Revenue bonds in any local government in the State of Washington and General Obligation bonds only on government issuers outside the State of Washington. At the time of investment the bonds must have at a minimum rating of AA- from S&P, Aa3 from Moody's or AA- from Fitch. Debt of the City of Marysville is not required to be rated.

Updated Language:

Municipal Debt Obligations: *Bonds of the State of Washington, any local government in the State of Washington, General Obligation bonds outside the State of Washington; at the time of investment the bonds must have one of the three highest credit ratings of a nationally recognized rating agency.* Debt of the City of Marysville is not required to be rated.

- 3) Update Commercial Paper Language** – update minimum ratings requirements and language to follow statute more closely (moves ratings minimum from A1+ to A1 as allowable).

Original Language:

Commercial Paper: Unsecured debt obligations of corporate issuers that are rated at least A1+ by S&P, P1 by Moody's or F1+ by Fitch. Must be rated by two NRSROs at the time of purchase. If the commercial paper is rated by more than two NRSROs, it must have the highest rating from all of them. Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating at the time of purchase with a minimum rating of AA- by S&P, Aa3 by Moody's or AA- by Fitch. Issuer constraints for commercial paper combined with corporate notes will be limited to 3% of market value per issuer.

Updated Language:

Commercial Paper: *Commercial paper must be rated with the highest short-term credit rating category of any two major Nationally Recognized Statistical Rating Organizations (NRSROs) at the time of purchase. If the commercial paper is rated by more than two major NRSROs, it must have the highest rating from all of them. Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating at the time of purchase in one of the three highest rating categories of an NRSRO. The percentage of commercial paper that may be*

purchased from any one issuer is 3% of the market value of the total portfolio. Issuer constraints will apply to the combined holdings of corporate notes and commercial paper holdings.

- 4) Add Suprationals** – this is an allowable investment under Washington state statute and was recently added about 5 years ago. GPA recommends adding to the City’s policy to provide further diversification.

New Language:

Supranational Bonds: *United States dollar denominated bonds, notes or other obligations that are issued or guaranteed by supranational institutions, provided, that at the time of investment, the institution has the United States as its largest shareholder. These include: International Bank for Reconstruction and Development (IBRD or World Bank); the International Finance Corporation (IFC); the Asian Development Bank (ADB) and the Inter-American Development Bank (IADB).*

- 5) Add Corporates** – this is an allowable investment under Washington state statute and was recently added about 5 years ago. GPA recommends adding to the City’s policy to provide further diversification.

New Language:

Corporate Notes: *Unsecured debt obligations purchased in accordance with the investment policies and procedures adopted by the State Investment Board. Corporate notes must be rated at least weak single A (A-) or better by all the major rating agencies that rate the note at the time of purchase for inclusion in the corporate note portfolio. The maturity must not exceed 5.5 years and the maximum duration of the corporate note portfolio cannot exceed 3 years. The percentage of corporate notes that may be purchased from any single issuer rated AA- or better by all major rating agencies that rate the note is 3% of the assets of the total portfolio. The percentage of corporate notes that may be purchased from any single issuer rated in the broad single A (A-) category from all the major rating agencies that rate the security is 2% of the total portfolio. The individual country limit of non-U.S. and non-Canadian exposure is 2% of the total portfolio. The exposure is determined by the country of domicile of the issuers of portfolio securities.*

Updated Diversification Table: Update to include above mentioned changes. Also adds max maturity column for ease of reference.

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's or Equivalent	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.5 years
US Agency Obligations	100%	35%	N/A	5.5 years
Supranational Agency Notes	10%	5%	AA- / Aa3	5.5 years
Municipal Obligations (GO only outside WA)	30%	5%	A- / A3 Short Term**	5.5 years
City of Marysville Debt	10%	None	N/A	N/A
Corporate Notes	25%	3%* for AA- 2%* for A-, A, A+	A- / A3	5.5 years
Commercial Paper		3%*	A1 / P1 Long Term A-/A3	270 days
Certificates of Deposit	25%	10%	Deposits in PDPC approved banks	5.5 years
Bank Time Deposits/Savings Accounts	30%	20%	Deposits in PDPC approved banks	N/A
Banker's Acceptance	20%	5%	N/A	N/A
State LGIP	100%	None	N/A	N/A

*Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

**Short Term Ratings: Moody's – P1/MIG1/VMIG1, S&P – A-1/SP-1, Fitch – F1

Updated Maturity Constraints Table: GPA recommends moving maximum maturity from 5 years to 5.5 years to provide additional flexibility in purchasing new issue offerings that may have a 5 year and 3 week maturity for example. Also include duration of corporate note portfolio.

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.5 years	100%
Maturity Constraints	Total Portfolio Maximum
Weighted Average Maturity	2 years
Duration of Corporate Note Portfolio	3 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

Style Definition: TOC 1: Line spacing: 1.5 lines



City of Marysville Investment Policy

2023

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1. Introduction

This Investment Policy defines the parameters within which funds are to be invested by the City of Marysville ("City"). This policy also formalizes the framework, of the City's Policy and Procedures to provide the authority and constraints for the City to maintain an effective and judicious management of funds within the scope of this policy.

These policies are intended to be broad enough to allow the Finance Director or authorized designee to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

2. Governing Authority

The City of Marysville's investment authority is derived from Chapter 35A.40.050 RCW. The investment program shall be operated in conformance with Washington Revised Statutes and applicable Federal Law. All funds within the scope of this policy are subject to regulations established by the State of Washington.

3. Policy Statement

This policy establishes standards and guidelines for the direction, management and oversight for all of the City of Marysville's investable cash and funds. Funds must be invested prudently to assure preservation of principal, provide needed liquidity for daily cash requirements, and provide a market rate of return. All investments must conform to federal, state, and local statutes governing the investment of public funds.

4. Scope

This policy applies to activities of the City of Marysville with regard to investing the financial assets of the City. The amount of funds expected to fall within the scope of this policy is \$735MM to \$1260MM, including all funds under the control and management of the City of Marysville.

1. General Funds
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Projects Funds
5. Special Assessment Funds
6. Enterprise Funds
7. Internal Service Funds
8. Trust and Agency Funds

This investment policy applies to all investment transactions involving the financial assets and related activity of all the foregoing funds.

Commented [WM1]: Moved from cover page

Commented [WM2]: Please confirm if this is a reasonable range

5. Objectives

All funds will be invested in a manner that is in conformance with federal, state and other legal requirements. In addition, the objectives, in order of priority, of the investment activities will be as follows:

A. Safety

Safety of principal is the primary objective of the City. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, funds will be diversified, utilizing highly rated securities, by investing among a variety of securities and financial institutions. The investment portfolio will be invested in a manner that meets RCW statutes and all legal requirements of the City.

B. Liquidity

The investment portfolio will provide liquidity sufficient to enable the City to meet all cash requirements that might reasonably be anticipated. Therefore, the investments shall be managed to maintain a balance to meet daily obligations.

C. Return on Investment

The investment portfolio will be structured with the objective of attaining a market rate of return throughout economic cycles, commensurate with the investment risk parameters and the cash flow characteristics of the portfolio.

56. Standards of Care

A. Delegation of Authority and Responsibilities

i. Governing Body

The ultimate responsibility and authority for the investment of City funds resides with the City Council who have the authority to direct the management of the City investment program.

ii. Delegation of Authority

The overall management responsibility for the investment program is hereby delegated to the Finance Director, or designee, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

iii. Finance Committee: A Finance Committee shall meet at least quarterly to review the investment performance and the investment plan.

Commented [WM3]: Is there a Finance Committee? Reference is included in policy adoption so wanted to confirm whether we add here, or remove from later in Policy.

###iv. Investment Advisor

The City may engage the services of an external-independent registered investment advisor to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such advisors shall provide recommendations and advice regarding the City investment program including but not limited to advice related to the purchase and sale of investments in accordance with this Investment Policy.

B. Prudence

The standard of prudence to be used by the Finance Director or any designees in the context of managing the overall portfolio is the prudent person rule which states:

Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income as well as the probable safety of the capital.

The Finance Director and authorized investment officers and employees who act in accordance with the Finance Director's written procedures and the City's Investment Policy, and who exercise due diligence, shall be relieved of personal responsibility for the credit risk or market price change of an investment, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

C. Ethics and Conflicts of Interest

Officers and designated employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Finance Director in writing any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Marysville, particularly with regard to the time of purchases and sales.

Persons authorized to invest shall not accept gifts form the institutions with which the City places investments. Occasional business meals are acceptable and must be reported to the Fiscal Services Director and Finance Committee.

Commented [WM4]: Added as a best practice recommendation per GIOA - please feel free to revise accordingly to suit the City's preferences/existing policies.

67. Safekeeping, Custody and Controls

A. Delivery vs. Payment

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

B. Third-Party Safekeeping

The City's Finance Director shall designate all safekeeping arrangements and an agreement of the terms executed in writing. [All securities will be receipted and recorded based on the terms in the custodial contract.](#) The third-party custodian shall be required to provide a statement to the City listing at a minimum each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number. [The City will have online access through the safekeeping bank for verification of the account holdings and transactions.](#)

All collateral securities pledged to the City for certificates of deposit or demand shall be held in a segregated account at the issuing financial institution that is reporting to the State's Public Deposit Protection Commission (PDPC).

C. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- i. Control of collusion
- ii. Separation of transaction authority from accounting and recordkeeping
- iii. Custodial safekeeping
- iv. Avoidance of physical delivery securities of marketable securities
- v. Clear delegation of authority to subordinate staff members
- vi. Written confirmation of transactions for investments and wire transfers
- vii. Dual authorizations of wire transfers
- viii. Staff training and
- [ix.](#) Review, maintenance and monitoring of security procedures both manual and automated.

The Finance Director shall establish an annual process of independent review by an external auditor. This review will assure the policies and procedures are being complied with by providing internal control. Such review may also result in recommendations to change operating procedures to improve internal control.

78. Authorized Financial Dealers

A. Broker/Dealers

The Finance Director shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with the City for investment purposes. All broker/dealers and financial institutions who desire to do business with the City must supply the Finance Director with the following:

- i. Annual audited financial statements.
- ii. Proof of FINRA (Financial Industry Regulatory Authority) certification.
- iii. Proof of registration with the State of Washington.
- iv. A completed Broker/Dealer questionnaire and a certification of having read the City Investment Policy.

B. Investment Advisors

The City may contract with an external investment advisor to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Advisors must be registered under the Investment Advisers Act of 1940 and must act in a non-discretionary capacity, requiring approval from the City prior to all transactions.—

The Finance Director or designee may utilize the investment advisor's approved broker/dealer list in lieu of the City's own approved list. The advisor must submit the approved list to the City annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures include:

- i. FINRA Certification check
 - Firm Profile
 - Firm History
 - Firm Operations
 - Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
 - State Registration Verification
- ii. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisor may be authorized through the contracted agreement to open accounts on behalf of the City with the broker/dealers on the approved broker/dealer list. The City will receive documentation directly from the brokers for account verification and regulatory requirements.

C.

The City will only place funds exceeding the current FDIC insurance limits, with banks who are currently participating in the Washington State PDPC program. Compliance/listing with the PDPC will be verified by the ~~Adviser or~~ designated investment officer ~~utilizing the Washington State Treasurer's website~~ (<http://www.tre.wa.gov/government/pdpc.shtml>)-annually.

D. Competitive Transactions

Transactions must be executed on a competitive basis and documented, excluding securities and interfund loans issued by the City of Marysville. Competitive prices should be provided from at least three separate brokers, financial institutions or through a nationally electronic trading platform. ~~When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. If the purchased security is only offered by one broker, then other securities with similar structure may be used for documentation purposes.~~ If an Advisor handles trade executions, then they must provide the competitive documentation as requested.

89. Authorized and Suitable Investments

A. Authorized Investments

All investments of the City are limited by RCW, principally RCW 35A.40.050 and 39.59.020.

Additional Specifications:

- This policy recognizes S&P, Moody's and Fitch as the major Nationally Recognized Statistical Ratings Organizations (NRSRO).
- ~~In the case of split ratings, where the major NRSROs issue different ratings, the higher rating shall apply.~~ Minimum credit ratings and percentage limitations apply to the time of purchase.
- All securities must be purchased on the secondary market and may not be purchased directly from the issuer.
- ~~Securities rated in the broad single-A category with a negative outlook may not be purchased. Portfolio holdings of corporate notes downgraded to below single A and portfolio holdings of securities rated single A with their outlooks changed to negative may continue to be held. No additional purchases are permitted.~~

B. Suitable Investments

The City is empowered to invest in the following types of securities:

U. S Treasury Obligations: Direct obligations of the United States Treasury.

US Agency Obligations — ~~Primary:~~ US Government Agency Obligations and US Government Sponsored Enterprises (GSEs) which may include, but are not limited to the following: Federal Farm Credit Banks Funding Corporation (FFCB), Federal Home Loan

Commented [WM8]: GPA recommends combining US Agency Primary/Secondary into single category of US Agency Obligations - this will align more closely with statute

Bank (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), and Tennessee Valley Authority (TVA). Government Sponsored Enterprises (GSEs) — Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Banks (FHLB), and the Federal Farm Credit Bureau (FFCB).

Supranational Bonds: United States dollar denominated bonds, notes or other obligations that are issued or guaranteed by supranational institutions, provided, that at the time of investment, the institution has the United States as its largest shareholder. These include: International Bank for Reconstruction and Development (IBRD or World Bank); the International Finance Corporation (IFC); the Asian Development Bank (ADB) and the Inter-American Development Bank (IADB).

Municipal Debt Obligations: Bonds of the State of Washington, any local government in the State of Washington, General Obligation bonds outside the State of Washington; at the time of investment the bonds must have one of the three highest credit ratings of a nationally recognized rating agency. General Obligation and Revenue bonds in any local government in the State of Washington and General Obligation bonds only on government issuers outside the State of Washington. At the time of investment the bonds must have at a minimum rating of AA- from S&P, Aa3 from Moody's or AA- from Fitch. Debt of the City of Marysville is not required to be rated.

Corporate Notes: Unsecured debt obligations purchased in accordance with the investment policies and procedures adopted by the State Investment Board. Corporate notes must be rated at least weak single A (A-) or better by all the major rating agencies that rate the note at the time of purchase for inclusion in the corporate note portfolio. The maturity must not exceed 5.5 years and the maximum duration of the corporate note portfolio cannot exceed 3 years. The percentage of corporate notes that may be purchased from any single issuer rated AA- or better by all major rating agencies that rate the note is 3% of the assets of the total portfolio. The percentage of corporate notes that may be purchased from any single issuer rated in the broad single A (A-) category from all the major rating agencies that rate the security is 2% of the total portfolio. The individual country limit of non-U.S. and non-Canadian exposure is 2% of the total portfolio. The exposure is determined by the country of domicile of the issuers of portfolio securities.

Commercial Paper: Commercial paper must be rated with the highest short-term credit rating category of any two major Nationally Recognized Statistical Rating Organizations (NRSROs) at the time of purchase. If the commercial paper is rated by more than two major NRSROs, it must have the highest rating from all of them. Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating at the time of purchase in one of the three highest rating categories of an NRSRO. The percentage of commercial paper that may be purchased from any one issuer is 3% of the market value of the total portfolio. Issuer constraints will apply to the combined holdings of corporate notes and commercial paper holdings. Unsecured debt obligations of corporate issuers that are rated at least A1+ by S&P, P1 by Moody's or F1+ by Fitch. Must be rated by two NRSROs at the time of purchase. If the commercial paper is rated by more than two NRSROs, it must have the highest rating from all of them. Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating

Commented [WM9]: GPA recommends adding to align with statute and provide for added diversification opportunities

Commented [WM10]: Update language to follow statute more closely - this moves minimum ratings from AA- to A-

Commented [WM11]: GPA recommends adding to align with statute and Washington State Investment Board guidelines - provides for added diversification opportunities

Commented [WM12]: GPA recommends updating language to follow statute and Washington State Investment Board guidelines more closely - this moves minimum ratings from A1+ to A1

~~the public funds of the City of Marysville shall not be invested in any of the following:~~

Certificates of Deposit: Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.

Time deposits and Savings Accounts issued by banks: Deposits in PDPC approved banks.

Banker's Acceptance: Bankers' acceptances generally are created based on a letter of credit issued in a foreign trade transaction. They are used to finance the shipment of some specific goods within the United States. They are issued by qualified financial institutions.

Local Government Investment Pool: Investment Pool managed by the Washington State Treasury office.

The PDPC makes and enforces regulations and administers a program to ensure public funds deposited in banks and thrifts are protected if a financial institution becomes insolvent. The PDPC approves which banks and thrifts can hold state and local government deposits and monitors collateral pledged to secure uninsured public deposits. Under the act, all public treasurers and other custodians of public funds are relieved of the responsibility of executing tri-party agreements, reviewing pledged securities, and authorizing additions, withdrawals, and exchanges of collateral.

D. Prohibited Investments:

- i. The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- ii. The City shall not invest in mortgage-backed securities.

910. Investment Parameters

A. Diversification

The City will diversify the investment of all funds by adhering to the constraints by issuer type in accordance with the following table:

Total Portfolio Diversification Constraints

Commented [WM13]: Updated Diversification Table: Combines US Agency Primary/Secondary, Adds Supranationals as allowable in statute, updates Muni minimum ratings (from AA- to A-), Adds Corporate Notes as allowable in statute, updates CP minimum ratings (from A1+ to A1), reduces bank deposit issuer from 30% to 20%, includes maximum maturity column for ease of reference

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's or Equivalent	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.5 years
US Agency Obligations	100%	35%	N/A	5.5 years
Supranational Agency Notes	10%	5%	AA- / Aa3	5.5 years
Municipal Obligations (GO only outside WA)	30%	5%	A- / A3 Short Term**	5.5 years 10
City of Marysville Debt	10%	None	N/A	N/A
Corporate Notes	25%	3%* for AA- 2%* for A-, A, A+	A- / A3	5.5 years
Commercial Paper		3%*	A1 / P1 Long Term A-/A3	270 days
Certificates of Deposit	25%	10%	Deposits in PDPC approved banks	5.5 years
Bank Time Deposits/Savings Accounts	30%	20%	Deposits in PDPC approved banks	N/A
Banker's Acceptance	20%	5%	N/A	N/A
State I GIP	100%	None	N/A	N/A

B. Investment Maturity

i. Liquidity Funds – Tier 1 – Short Term

Liquidity funds will be defined as those funds that are in the State LGIP City, bank deposits, bank certificates of deposits or money market instruments and will be available for immediate use.

ii. Investment Core Funds – Tier 2 – Longer Term

Investment funds will be defined as the funds in excess of liquidity requirements and invested in authorized investments. The investments in this portion of the portfolio are allowed to have maturities out to five and a half (5.5) years and will be only invested in higher quality and liquid (marketable) securities.

Reserve or Capital Improvement Project monies may be invested in securities exceeding five and a half (5.5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

iii. Total Portfolio Maturity Constraints:

Commented [WM14]: Updated Table to reflect recommended 5.5 year maximum maturity and the addition of the Duration of the Corporate Note Portfolio as per Washington State Investment Board guidelines. By statute, Corporates may not exceed 5.5 years.

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.5 years	100%
Maturity Constraints	Total Portfolio Maximum
Weighted Average Maturity	2 years
Duration of Corporate Note Portfolio	3 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

C. Strategic Allocations:

- i. Funds and their Allocation
 - a. Liquidity fund for the operating account will be allocated to LGIP, CD's, Bank Deposits, Bankers Acceptances, and Commercial Paper
 - b. The structure of the investment core fund will be targeted to a selected market benchmark based on the risk and return objectives of the portfolio.
 - c. Longer term funds trust funds will have an identified market benchmark to manage risk and return.

- ii. Monitoring and Portfolio Adjustment

~~As a general practice~~The primary investment philosophy of the City is to match investment maturities with expected cash outflows. securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances: Securities shall generally be held until maturity, with the following exceptions:

- a. ~~a.~~—A security with a declining credit may be sold early to protect the principal value of the portfolio.
- b. ~~b.~~—The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio.
- c. ~~c.~~—A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions.
- d. ~~d.~~—A sell of a security to provide for unforeseen liquidity needs.

~~D.A. Prohibited Investments:~~

A. Reporting

The Finance Director shall be responsible for investment reporting. At a minimum, monthly reporting shall be made to the Finance Committee including but not limited to securities holdings, cash balances, and market values in the investment portfolio will be provided on the month-end reports.

Specific Requirements:

- Book Yield
- Holdings Report including mark to market and security description
- Transactions Report
- Weighted Average Maturity or Duration

B. Performance Standards/Evaluation

- i. The portfolio shall be managed to obtain a fair rate of return and earnings rate that incorporates the primary objectives of protecting the City's capital and assuring adequate liquidity to meet cash flow needs.
- ii. The investment portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum duration (average maturity) and will have the objective to achieve market rates of returns over long investment horizons. The purpose of a benchmark is to appropriately manage the risk in the portfolio through interest rate cycles. The investment portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be the US treasury 0-3 year index or US treasury 0-5 year index and comparisons will be calculated monthly and reported quarterly.
- iii. The liquidity component yield will be compared quarterly to the LGIP average yield.

C. Compliance Report

A compliance report will be generated at least quarterly comparing the portfolio positions to this investment policy.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

D. Accounting Method

The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including, but not necessarily limited to, the Governmental Accounting Standards Board (GASB).

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation in the investment program and in accordance with generally accepted accounting principles.

Commented [WM15]: City currently allocates earnings - recommend adding as a best practice

4412. Policy Adoption

The City's Investment Policy shall be adopted by the City Council and reviewed by the ~~Council~~ Finance Committee as needed but not less than every three years.

This Policy has been adopted by the City Council on _____, 2023 and replaces the City's previously adopted policy dated September 14, 2020.

Commented [WM16]: Added for recordkeeping, to be completed by City after adoption

Glossary of Terms

Agency Securities: Government sponsored enterprises of the US Government.

Bankers Acceptances: A time draft accepted (endorsed) by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. BAs are short-term non-interest-bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. See Debenture.

Broker: An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by corporations.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Dealer: An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

Debenture: Unsecured debt backed only by the integrity of the borrower, not by collateral, and documented by an agreement called an indenture.

Delivery: Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities.

Duration: A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.

Full Faith and Credit: Indicator that the unconditional guarantee of the United States government backs the repayment of a debt.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "government securities."

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Investment Funds: Core funds are defined as operating fund balance, which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the City.

LGIP: Local Government Investment Pool run by the State of Washington Treasurer’s office established to help cities with short term investments.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state, its agencies, by cities or other municipal entities. The interest on “munis” is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency’s taxation powers.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

Portfolio: A collection of securities held by an individual or institution.

Prudent Person Rule: A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

Quotation or Quote: A bid to buy or the lowest offer to sell a security in any market at a particular time.

Repurchase Agreement: Range in maturity from overnight to fixed time to open end. Repos involve a simultaneous sale of securities by a bank or government securities dealer to an investor with an agreement for the bank or government securities dealer to repurchase the securities at a fixed date at a specified rate of interest.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

Ratings Table – Long-Term

Three Highest Rating Categories	S&P	Moody's	Fitch	Definition
AAA	Aaa	AAA	Highest credit quality	
AA+, AA, AA-	Aa1, Aa2, Aa3	AA+, AA, AA-	Very high credit quality	
A+, A, A-	A1, A2, A3	A+, A, A-	High credit quality	
BBB+, BBB, BBB-	Baa1, Baa2, Baa3	BBB+, BBB, BBB-	Good credit quality	
BB+, BB, BB-	Ba1, Ba2, Ba3	BB+, BB, BB-	Non-investment grade	

Commented [WM17]: Added as a reference

Ratings Table – Short-Term

Highest Rating Category	S&P	Moody's	Fitch	Definition
	<u>A1+, A1</u>	<u>P1+, P1</u>	<u>F1+, F1</u>	<u>Highest credit quality</u>
	<u>Municipal Commercial Paper</u>			
	<u>A-1, A-1+, SP-1+, SP-1</u>	<u>P1, MIG1, VMIG1</u>	<u>F1+, F1</u>	<u>Highest credit quality</u>

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE AMENDING THE POLICY FOR
THE INVESTMENT OF CITY FUNDS AND RESCINDING RESOLUTION 2489

WHEREAS, the City Council adopted an investment policy that sets forth guidelines for the investment of all funds of the City, and

WHEREAS, this investment policy should reflect the Council's intent that all funds are invested in a manner that ensures the security of the principal while meeting the daily cash flow demands of the City and the highest investment return, in conformance with federal, state, and other legal requirements, and

WHEREAS, the Marysville City Treasurer (Finance Director) has recommended an investment policy that is consistent with the Council's direction, and

WHEREAS, this investment policy has been written in accordance with the Government Finance Officers Association (GFOA) best practices, and

WHEREAS, the Marysville City Treasurer may from time to time recommend changes to the investment policy, and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. The policy for the investment of City funds set forth in the document entitled "City of Marysville Investment Policy," which is attached hereto and incorporated herein by this reference as if set forth in full, is hereby adopted as official policy for the investment of the City funds.

Section 2. That the adoption of the document entitled City of Marysville Investment Policy, replaces all previous City of Marysville Investment Policies.

PASSED by the City Council and APPROVED by the Mayor this 9th day of October, 2023.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney