

**Marysville City Council Meeting**

**October 12, 2020**

**7:00 p.m.**

**City Hall**

**PUBLIC NOTICE:**

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

**To listen to the meeting without providing public comment:**

Join Zoom Meeting

<https://zoom.us/j/92977133971>

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

A. Declaring October 2020 as National Disability Employment Awareness Month

**Audience Participation**

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

12. Approval of the September 14, 2020 City Council Meeting Minutes \*

**Consent**

1. Approval of the September 23, 2020 Claims in the Amount of \$2,514,820.87 Paid by EFT Transactions and Check Numbers 143410 through 143533 with Check Number 142236 Voided

*\*These items have been added or revised from the materials previously distributed in the packets for the October 5, 2020 Work Session.*

## Marysville City Council Meeting

**October 12, 2020**

**7:00 p.m.**

**City Hall**

2. Approval of the September 30, 2020 Claims in the Amount of \$2,195,498.04 Paid by EFT Transactions and Check Numbers 143534 through 143635 with No Check Numbers Voided

13. Approval of the September 10, 2020 Payroll in the Amount of \$1,428,080.62 Paid by EFT Transactions and Check Numbers 33216 through 33236 \*

3. Consider Approving the Relinquishment of Slope Easement with Marysville School District for 67<sup>th</sup> Avenue Townhome Development and Record with the Snohomish County Auditor

7. Consider Approving the Centennial Trail Lease Agreement with Washington State Department of Transportation

8. Consider Approving the Buy/Sell Agreement with Mitigation Banking Services, LLC, for the Purchase of 1.289 Wetland Credits in the Amount of \$290,025.00, thereby mitigating unavoidable wetland impacts arising from the Centennial Trail Connector Project

### **Review Bids**

### **Public Hearings**

14. Consider an Ordinance of the City of Marysville Adopting a Biennial Budget for the City of Marysville, Washington, for the Biennial Period of January 1, 2021 to December 31, 2022. Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of all such Funds Combined, and Established Compensation Levels as Proscribed by MMC 3.50.030. **(Action Requested October 26, 2020) \***

15. Consider an Ordinance of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2021. **(Action Requested October 26, 2020) \***

16. Consider an Ordinance of the City of Marysville Levying EMS Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the year 2021. **(Action Requested October 26, 2020) \***

### **New Business**

4. Consider Approving the **Recovery Contract** with Alexander Reed, LLC for the King's Creek Short Plat Water Utility Construction Costs

*\*These items have been added or revised from the materials previously distributed in the packets for the October 5, 2020 Work Session.*

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5. Consider Approving the **Recovery Contract** with Alexander Reed, LLC for the King's Creek Short Plat Sewer Utility Construction Costs

9. Consider Approving an **Ordinance** Affirming the Planning Commission's Recommendation and Adopt the Commercial Permitted Uses, and Density and Dimensional Amendments

10. Consider Approving the Interagency Agreement with Washington Traffic Safety Commission for Impaired Driving, Distracted Driving and Motorcycle Safety \*

11. Consider Approving an Interagency Agreement with Washington Traffic Safety Commission for Pedestrian Safety \*

17. Consider Approving the Small Business Relief Program Amendment, Including Approving Final Grant Awards. \*

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **Call on Councilmembers**

### **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.

*\*These items have been added or revised from the materials previously distributed in the packets for the October 5, 2020 Work Session.*

A



## PROCLAMATION

### Declaring October 2020 as National Disability Employment Awareness Month in Marysville

WHEREAS, National Disability Employment Awareness Month celebrates the contributions of workers living with disabilities and educates employers on the value of a workplace that is inclusive of their diverse skills and talents; and

WHEREAS, 2020 marks the 30th anniversary of the Americans with Disabilities Act and this year's theme is "Increasing Access and Opportunity;" and

WHEREAS, Marysville's Committee for Creating and Sustaining Opportunities for People with Disabilities was formed in 2014 under my direction with the assistance of local community advocates to create and sustain opportunities for people of all ages with disabilities to participate fully in the life and work of our community; and

WHEREAS, since 2016 our Inclusive Workplace Partners Program has helped ensure that people of all abilities have an opportunity to achieve sustained, gainful employment within the City of Marysville, and recognizes businesses that hire and/or train people of all abilities;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim October 2020 as

### **NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH**

in the City of Marysville. In so doing, I call upon our city's employers, schools and other community organizations to observe this month with appropriate programs and activities, and to advance its important message that people with disabilities are equal to the task throughout the year.

Under my hand and seal this fifth day of October, 2020.

THE CITY OF MARYSVILLE

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*Jon Nehring, Mayor*

*Update*  
*Index #12*

City Council



1049 State Avenue  
Marysville, WA 98270

**MARYSVILLE**  
WASHINGTON

**Regular Meeting  
Minutes  
September 14, 2020**

**Call to Order / Invocation / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Greg Kanehan gave the invocation, and Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, Finance Director Sandy Langdon, Parks & Recreation Director Tara Mizell, City Engineer Jeff Laycock, Interim Police Chief Jeff Goldman, Human Resources Manager Teri Lester, City Attorney Jon Walker, Community Development Director Jeff Thomas, Fire Chief Martin McFalls, Public Relations Administrator Connie Mennie, IS Systems Administrator Chris Brown, Systems Analyst Mike Davis

**Approval of the Agenda**

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

**AYES: ALL**

## Committee Reports

Councilmember Richards reported on last week's Parks, Culture, and Recreation Committee meeting. They are getting ready for the ribbon cutting this Friday. There was also discussion about the waterfront park and the comprehensive plan.

Council President Norton reported on the September 10 Public Safety Committee meeting. Topics discussed included a staffing update, updates on policing, and monthly statistics. Crime is down significantly from last year.

## Presentations

### A. COVID-19 Response – Shawn Frederick, Snohomish Health District

Mr. Frederick made a presentation regarding the work of the Health District and the COVID-19 response. The Health District has been very busy since January 20. Council comments and questions followed. Mr. Frederick indicated he would follow up with information requested by Council including numbers and studies related to suicide prevention, the restart timeline, hospital capacity data, and information regarding potential school openings.

## Audience Participation

Mayor Nehring solicited public comments. There were none.

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

### 1. Approval of the July 6, 2020 City Council Work Session Minutes

Councilmember Stevens noted he would be abstaining because he was absent from the meeting.

**Motion** to approve the July 6, 2020 City Council Work Session Minutes moved by Councilmember Richards seconded by Councilmember James.

**VOTE: Motion carried 6 - 0**

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

**ABSTAIN:** Councilmember Stevens

### 2. Approval of the July 13, 2020 City Council Meeting Minutes

Councilmember James referred to *Call on Council* and noted that the last *Councilmember James* should be *Councilmember King*.

Councilmember Richards indicated he was absent for most of the meeting and would be abstaining.



**Motion** to approve the July 13, 2020 City Council Meeting Minutes with the correction as noted by Councilmember James moved by Council President Norton seconded by Councilmember Stevens.

**VOTE: Motion carried 6 - 0**

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

**ABSTAIN:** Councilmember Richards

3. Approval of the July 27, 2020 City Council Meeting Minutes

Councilmember Muller indicated he would be abstaining as he was absent from the meeting.

**Motion** to approve the July 27, 2020 City Council Meeting Minutes as presented moved by Councilmember King seconded by Council President Norton.

**VOTE: Motion carried 6 - 0**

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

**ABSTAIN:** Councilmember Muller

4. Approval of the August 20, 2020 Special City Council Meeting Minutes

This item was continued to the next meeting for confirmation of action taken on the first motion.

**Consent**

9. Approval of the August 12, 2020 Claims in the Amount of \$1,617,035.97 Paid by EFT Transactions and Check Numbers 142574 through 142717 with Check Number 138429 Voided
10. Approval of the August 19, 2020 Claims in the Amount of \$9,389,196.14 Paid by EFT Transactions and Check Numbers 142718 through 142858 with Check Numbers 138502 and 140004 Voided
11. Approval of the August 25, 2020 Payroll in the Amount of \$1,339,222.06 Paid by EFT Transactions and Check Numbers 33202 through 33215
12. Approval of the August 26, 2020 Claims in the Amount of \$760,434.27 Paid by EFT Transactions and Check Numbers 142859 through 143007 with Check Numbers 122303, 138573, 139244, 140088, 140411, 140748, 140824, 141102 and 141197 Voided
13. Approval of the September 2, 2020 Claims in the Amount of \$717,615.39 Paid by EFT Transactions and Check Numbers 143008 through 143156 with Check Numbers 139415, 139690 and 142802 Voided

15. Consider Approving the Watershed Planning Project Professional Services Agreement
16. Consider Approving the 83rd and Soper Intersection Improvements Project Physical Completion Letter Starting the 45-day Lien Filing Period for Project Closeout
17. Consider Approving the Distribution Easement with PUD No. 1 of Snohomish County
18. Consider Approving the 2020 Transportation Benefit District Project Supplement Contract No. 1 with Reece Construction
19. Consider Approving the Agreement with Paul and Diana Wolfe Regarding the Centennial Trail Expansion Project
20. Consider Approving the Agreement with Marysville School District No. 25 Regarding the Centennial Trail Expansion Project

**Motion** to approve the consent agenda in its entirety moved by Council President Norton seconded by Councilmember Richards.

**AYES: ALL**

### **Review Bids**

### **Public Hearings**

### **New Business**

21. Consider Approving a Resolution Amending the Investment Policy

**Motion** to authorize the Mayor to approve Resolution No. 2489 moved by Councilmember James seconded by Councilmember Muller.

**AYES: ALL**

22. Consider Approving an Ordinance Amending the Qualified Scientific Professionals Definition

**Motion** to approve Ordinance No. 3155 moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

23. Consider Approving an Ordinance Amending the Minimum Required Parking Spaces Code

**Motion** to approve Ordinance No. 3156 moved by Councilmember King seconded by Council President Norton.

**AYES: ALL**

24. Consider Approving an Ordinance Amending the Mobile/Manufacture Home and RV Park Code

Councilmember Muller pointed to an inconsistency with tiny houses not being required to remove their wheels as mobile homes are. Councilmember James concurred. There was consensus to remove this from the agenda and bring it back for more discussion.

25. Consider Approving an Ordinance Amending the Frontage Improvement Code

**Motion** to approve Ordinance No. 3157 moved by Councilmember Richards seconded by Councilmember Stevens.

**AYES: ALL**

26. Consider Approving an Ordinance Adjusting Closing Times for Parks and Amending Other Provisions Related to the Use of Parks

Councilmember Muller reiterated concerns about parks which people frequently use before 7 am such as Waterfront Park and Bayview Trail. He suggested making exceptions for those parks. Director Mizell and Interim Chief Goldman explained that signage could be put in place to allow for normal usage while still giving police the tools needed to address criminal activity. City Attorney Walker concurred.

**Motion** to approve Ordinance No. 3158 moved by Councilmember Vaughan seconded by Council President Norton.

**AYES: ALL**

29. Consider Approving the Agreement for Jail Services with the South Correctional Entity

Interim Chief Goldman reviewed this item for the 2021 fees.

**Motion** to authorize the Mayor to sign and execute an agreement for jail services with the South Correctional Entity moved by Councilmember King seconded by Councilmember Richards.

**AYES: ALL**

## Legal

### Mayor's Business

- Mayor Nehring met today with the JLARC (Joint Legislative Action Review Committee) staff who is charged with reviewing the property tax exemption expiring at the end of 2022. One of Marysville's legislative items for this coming session is to get that on the table for extension.
- The next round of business and residential CARES grants went live today.

- There was a very well-attended virtual coffee klatch today which had over a hundred people participating. He expects these will continue virtually in the future in addition to in-person klatches.
- Thanks to Chief McFalls, Chief Goldman, Connie Mennie, Leah Tocco, and everyone helped with the Virtual 9/11 ceremony.
- Next week the new police chief will be sworn in. Mayor Nehring recognized and thanked Interim Chief Goldman for his leadership, service, and high performance.

### **Staff Business**

Public Relations Administrator Mennie had no comments.

Director Thomas had no further comments.

Chief McFalls thanked the City for the 9/11 remembrance ceremony. He agreed that the virtual coffee klatches have been very effective and efficient. He also has appreciated serving with Interim Chief Goldman.

City Engineer Laycock also expressed appreciation to Interim Chief Goldman.

Director Mizell echoed comments regarding Chief Goldman and expressed appreciation for his friendship.

Director Langdon expressed appreciation for Chief Goldman.

HR Manager Lester had no further comments.

City Attorney Walker recognized Interim Chief Goldman's excellent work with the City.

CAO Hirashima also expressed appreciation for Interim Chief Goldman who has been a tremendous asset to the police department for so many years. She announced that Community Development Director Thomas will be moving on to new endeavors. She expressed appreciation for his work.

Interim Chief Goldman agreed that the virtual coffee klatch is a very effective way to reach a lot of people. He reviewed his career with the police department and expressed appreciation to everyone.

### **Call on Councilmembers**

Councilmember Muller thanked Interim Chief Goldman for his time with the City. He also thanked Director Thomas.

Councilmember Stevens thanked Interim Chief Goldman for stepping in during this time of transition.

Councilmember Richards thanked Interim Chief Goldman for all he has done and continues to do.

Councilmember Vaughan thanked Interim Chief Goldman for his service over all these years.

Councilmember James thanked Director Thomas for his work. He expressed appreciation to Chief Goldman for his service to the community.

Councilmember King wished Director Thomas well and thanked Interim Chief Goldman for his service throughout the years.

Council President Norton congratulated the Mayor on the great coffee klatch. She thanked Director Thomas for his work with the City. She expressed appreciation to Interim Chief Goldman for his service to the City and noted he would be missed. She asked staff about the swearing in ceremony for the new chief. CAO Hirashima announced that there would be an outdoor swearing in ceremony at Comford Park at 9 a.m. next Monday.

### **Adjournment**

The meeting was adjourned at 8:43

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Mayor  
Jon Nehring

# *Index #1*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 12, 2020**

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

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the September 23, 2020 claims in the amount of \$2,514,820.87 paid by EFT transactions and Check No.'s 143410 through 143533 with Check number 142236 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-9**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$2,514,820.87 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 143410 THROUGH 143533 WITH CHECK NUMBER 142236 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12<sup>th</sup> DAY OF OCTOBER 2020.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/17/2020 TO 9/23/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143410	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 9/6-9/12	MEDICAL CLAIMS	49,639.30
143411	LICENSING, DEPT OF LICENSING, DEPT OF	CPL BATCH 9/18/20	OFFICE OPERATIONS	18.00
143412	AMWA CEDAR POINTE AMWA CEDAR POINTE AMWA CEDAR POINTE AMWA CEDAR POINTE	REFUND FEES	INTERGOVERNMENTAL	399.00
			SEWER-UTILITIES/ENVIRONM	100.00
			SWR	6,349.75
			SWR	19,520.00
143413	ABSOLUTE PLUMBING	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND	70.00
143414	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	71.50
143415	AMAZON CAPITAL AMAZON CAPITAL AMAZON CAPITAL AMAZON CAPITAL AMAZON CAPITAL	ADAPTER THUMB DRIVES	POLICE INVESTIGATION	36.54
			POLICE INVESTIGATION	58.40
			POLICE INVESTIGATION	58.72
		INMATE MEALS	DETENTION & CORRECTION	87.24
		OFFICE SUPPLIES	PARK & RECREATION FAC	234.53
143416	AMERICAN SWING AMERICAN SWING	SWING SETS, SEATS AND STRAPS	GENERAL FUND	-153.71
			PARK & RECREATION FAC	1,806.51
143417	APS, INC. APS, INC. APS, INC. APS, INC. APS, INC. APS, INC.	POSTAGE MACHINE SEALING SOLUTION	LEGAL - PROSECUTION	13.10
			CITY CLERK	13.12
			EXECUTIVE ADMIN	13.12
			FINANCE-GENL	13.12
			PERSONNEL ADMINISTRATION	13.12
			UTILITY BILLING	13.12
143418	ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
			SMALL ENGINE SHOP	6.56
			EQUIPMENT RENTAL	56.66
			EQUIPMENT RENTAL	56.66
143419	BANK OF AMERICA	REGISTRATION	PERSONNEL ADMINISTRATION	20.00
143420	BANK OF AMERICA	MAJOR CRIME EXPENSE	POLICE INVESTIGATION	37.93
143421	BANK OF AMERICA	EMPLOYEE APPRECIATION EXPENSE	PERSONNEL ADMINISTRATION	50.18
143422	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	SPECIAL EVENT SUPPLIES	CITY COUNCIL	-105.00
			EXECUTIVE ADMIN	-70.00
			GENERAL FUND	-35.41
			PLANNING & COMMUNITY DEV	416.12
143423	BANK OF AMERICA	REGISTRATION	COMMUNITY	505.00
143424	BANK OF AMERICA BANK OF AMERICA	COVID SUPPLIES AND PERMIT EXPENSE	METER READING	203.20
			EXPENSES TO FACILITATE	351.26
143425	BANK OF AMERICA BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	230.68
			EMBEDDED SOCIAL WORKER	645.80
143426	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	COVID SUPPLIES/PROFESSIONAL SERVICES	FINANCE-GENL	8.95
			PUBLIC HEALTH EXPENSE	60.12
			COMPUTER SERVICES	125.95
			SEWER CAPITAL PROJECTS	1,011.03
143427	BANK OF AMERICA BANK OF AMERICA	COVID SUPPLIES	GENERAL FUND	-294.90
			EXECUTIVE ADMIN	4,099.76
143428	BELCHER, GARRY	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND	200.00
143429	BICKFORD FORD BICKFORD FORD BICKFORD FORD	FUEL CAP PS PRESSURE HOSE IGNITION COILS AND SPARK PLUGS	EQUIPMENT RENTAL	13.43
			EQUIPMENT RENTAL	98.17
			EQUIPMENT RENTAL	581.80
143430	BILLING DOCUMENT SPE BILLING DOCUMENT SPE	TRANSACTION FEES BILL PRINTING SERVICE	UTILITY BILLING	2,490.98
			UTILITY BILLING	4,810.27
143431	COASTAL FARM & HOME	JEANS-BROWN	GENERAL	61.16
143432	COMPLIANCE SIGNS LLC	FLOOR SIGNS	PARK & RECREATION FAC	43.72
143433	COOP SUPPLY COOP SUPPLY	GARBAGE CAN WHEEL CARRIER	PARK & RECREATION FAC	19.66
			SOLID WASTE OPERATIONS	142.08
143434	CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	METER SETTERS, COUPLINGS & METER STOPS T10 NEPTUNE METERS OPERA HOUSE WATER MAIN PARTS	WATER/SEWER OPERATION	2,131.05
			WATER SERVICE INSTALL	14,354.92
			WATER MAINS INSTALL	18,787.26
143435	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	INMATE MEAL REFUND INMATE MEALS	DETENTION & CORRECTION	-2,597.92
			DETENTION & CORRECTION	310.00
			DETENTION & CORRECTION	1,379.78
			DETENTION & CORRECTION	1,666.76

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/17/2020 TO 9/23/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143436	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS-AUGUST 2020	DETENTION & CORRECTION	87.96
143437	CROWLEY, MARGIL	EVENT CANCELLATION REFUND	PARKS-RECREATION	15.00
143438	CROWLEY, MARGIL	TOWING EXPENSE	PARKS-RECREATION	15.00
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	300.58
	DICKS TOWING		EQUIPMENT RENTAL	466.92
	DICKS TOWING		EQUIPMENT RENTAL	466.92
	DICKS TOWING		POLICE PATROL	1,177.71
143439	DK SYSTEMS, INC.	SERVICE CALL @ PW ADMIN	UTIL ADMIN	213.14
	DK SYSTEMS, INC.	SERVICE CALL @ WWTP LAB	WASTE WATER TREATMENT	213.14
	DK SYSTEMS, INC.	REPAIR EXHAUST FAN @ STILLY	WATER FILTRATION PLANT	255.57
143440	DMH INDUSTRIAL	REPAIR AERATOR	WASTE WATER TREATMENT	2,275.06
143441	DOBBS PETERBILT	CREDIT SWITCH	EQUIPMENT RENTAL	-342.37
	DOBBS PETERBILT	EXHAUST BLANKET	ER&R	106.23
	DOBBS PETERBILT	RADIATOR HOSES	ER&R	309.61
	DOBBS PETERBILT	TURN SIGNAL SWITCH	EQUIPMENT RENTAL	342.37
	DOBBS PETERBILT		EQUIPMENT RENTAL	360.35
	DOBBS PETERBILT	EXHAUST CONVERSION KIT	ER&R	1,596.11
	DOBBS PETERBILT	REPAIR #J025	EQUIPMENT RENTAL	5,970.30
143442	DOBBS PETERBILT	2020 AUTOCAR FRONT LOAD REFUSE TRUCK	EQUIPMENT RENTAL	388,073.48
	DOBBS PETERBILT		EQUIPMENT RENTAL	388,073.48
143443	E&E LUMBER	INSECT CONTROL	PUBLIC SAFETY BLDG	13.11
	E&E LUMBER	BALL VALVE, BUSHING AND CEMENT	PARK & RECREATION FAC	20.84
	E&E LUMBER	DOOR LEVER	UTIL ADMIN	33.57
	E&E LUMBER	ADHESIVE AND CONCRETE PATCH	SIDEWALKS MAINTENANCE	63.96
	E&E LUMBER	CORDS, TAPE AND SPLICE	SIDEWALKS MAINTENANCE	89.15
	E&E LUMBER	RATCHET AND TARP	PARK & RECREATION FAC	123.77
	E&E LUMBER	GRAFFITI REMOVAL EXPENSE	ROADSIDE VEGETATION	519.25
143444	EMERALD SERVICES INC	DISPOSAL FEES	EQUIPMENT RENTAL	127.52
	EMERALD SERVICES INC		EQUIPMENT RENTAL	438.01
143445	EVERETT ENGINEERING	CENTERING RINGS	WASTE WATER TREATMENT	1,987.29
143446	EVERETT HERALD	SUBSCRIPTION	PARK & RECREATION FAC	53.45
143447	EVERETT STAMP WORKS	APPROVAL STICKERS	COMMUNITY	1,467.84
143448	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	99.00
143449	EVERGREEN RURAL WATE	REGISTRATION-DAVIS	UTIL ADMIN	100.00
	EVERGREEN RURAL WATE		UTIL ADMIN	185.00
143450	FEDEX	SHIPPING EXPENSE	PUMPING PLANT	4.39
143451	FIRESTONE	TIRES	EQUIPMENT RENTAL	426.46
	FIRESTONE		EQUIPMENT RENTAL	465.34
143452	GALLS, LLC	UNIFORM-SCAIRPON	POLICE ADMINISTRATION	68.74
	GALLS, LLC	UNIFORM-SCHRECK	POLICE PATROL	175.06
	GALLS, LLC	UNIFORM-SANMIGUEL	POLICE PATROL	182.32
	GALLS, LLC	UNIFORM-PARKER	POLICE PATROL	183.25
	GALLS, LLC	NIK KITS	POLICE PATROL	206.47
	GALLS, LLC	NEW HIRE UNIFORM	POLICE PATROL	207.40
	GALLS, LLC	UNIFORM-SCAIRPON	POLICE ADMINISTRATION	218.75
	GALLS, LLC	EAR PIECES	POLICE PATROL	522.84
143453	GEOTEST SERVICES INC	PROFESSIONAL SERVICES	GMA-PARKS	2,022.00
143454	GORDON TRUCK CENTER	IGNITION SWITCH	EQUIPMENT RENTAL	131.25
143455	GRAINGER	HANDLES, KNEE PADS, PROPANE AND BLADES	ER&R	413.26
143456	GREENSHIELDS	IMPACT SOCKET	WASTE WATER TREATMENT	37.68
143457	GRIFFIN, TIARA	UTILITY GRANT-COVID 19	ECONOMIC SUPPORT	200.00
143458	GROCERY OUTLET	COVID FOOD BANK PURCHASE	EXPENSES TO FACILITATE	2,043.84
143459	HARBOR FREIGHT TOOLS	BLADES AND CUTOFF WHEELS	ROADSIDE VEGETATION	48.60

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/17/2020 TO 9/23/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143459	HARBOR FREIGHT TOOLS	RATCHETS, SOCKETS, WRENCHES AND DISCS	WATER DIST MAINS	251.99
143460	HARRINGTON INDUST.	PVC PIPE	WASTE WATER TREATMENT	398.82
143461	HCL FASTENERS CORP	NYLON BANDING AND BUCKETS	CITY STREETS	-38.80
	HCL FASTENERS CORP		TRANSPORTATION	456.00
143462	HD FOWLER COMPANY	HARDWARE	WASTE WATER TREATMENT	100.74
143463	HOME DEPOT USA	BATTERIES AND TOTES	WASTE WATER TREATMENT	293.08
143464	INTERSTATE BATTERY	BATTERIES	EQUIPMENT RENTAL	489.40
143465	IRON MOUNTAIN	ROCK	STORM DRAINAGE	142.50
	IRON MOUNTAIN	ROCKS AND CHIPS	STORM DRAINAGE	273.31
143466	KODIAK INDUSTRIAL	REPAIR #WC02	EQUIPMENT RENTAL	3,238.01
143467	L N CURTIS & SONS	CN CANISTER	POLICE TRAINING-FIREARMS	1,169.12
143468	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	288.00
	LAB/COR, INC.		WATER QUAL TREATMENT	810.00
143469	LAWRENSON, BRANDON	PER DIEM 8/23-8/26	POLICE TRAINING-FIREARMS	98.58
143470	LES SCHWAB TIRE CTR	TRUCK CASING CREDIT	ER&R	-100.00
	LES SCHWAB TIRE CTR	TIRES	ER&R	745.83
143471	LIBERTY FENCE LLC	REMOVE & INSTALL FENCING @ 7203 GROVE	STORM DRAINAGE	1,652.61
143472	LOOMIS	ARMORED TRUCK SERVICES	COMMUNITY	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
143473	LOWES HIW INC	ADAPTERS	SOURCE OF SUPPLY	8.27
	LOWES HIW INC	STEP STOOL, ADAPTERS, TAPE & CONNECTOR	WATER FILTRATION PLANT	39.51
143474	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	2,033.50
143475	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	25,811.31
143476	MARYSVILLE PRINTING	BUSINESS CARDS AND FORMS	POLICE ADMINISTRATION	61.70
	MARYSVILLE PRINTING		POLICE PATROL	947.63
143477	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	108.00
143478	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST NE	GOLF ADMINISTRATION	213.82
	MARYSVILLE, CITY OF	UTILITY SERVICE-TUSC RDG IRR	PARK & RECREATION FAC	277.10
143479	MB COMPANIES, INC.	MASTER START SWITCH	EQUIPMENT RENTAL	32.79
143480	MC CLURE & SONS INC	PAY ESTIMATE #15	SEWER CAPITAL PROJECTS	50,150.01
143481	MCLOUGHLIN & EARDLEY	LED TRAFFIC ADVISOR CONTROL HEADS	EQUIPMENT RENTAL	557.76
143482	MCMaster-CARR	HAMMER	WASTE WATER TREATMENT	22.94
	MCMaster-CARR	COVERALLS	WASTE WATER TREATMENT	117.28
	MCMaster-CARR	COVERALLS, THREADED RODS AND HANGERS	WASTE WATER TREATMENT	330.77
143483	MILES SAND & GRAVEL	BUILDING SAND	PARK & RECREATION FAC	2,260.36
143484	MURPHY, KYM	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	709.00
143485	NATIONAL BARRICADE	ROAD WORK SIGNS AND STANDS	WATER DIST MAINS	844.21
143486	NC MACHINERY COMPANY	BULLDOZER RENTAL	STORM DRAINAGE	1,288.65
143487	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	902.00
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	2,652.93
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	3,334.09
143488	OFFICE DEPOT	OFFICE SUPPLIES	WASTE WATER TREATMENT	26.04
	OFFICE DEPOT		COMMUNITY	27.85
	OFFICE DEPOT		POLICE INVESTIGATION	55.72
	OFFICE DEPOT		UTIL ADMIN	58.39
	OFFICE DEPOT		ENGR-GENL	58.39
	OFFICE DEPOT		COMMUNITY	66.12
	OFFICE DEPOT		WASTE WATER TREATMENT	74.26
	OFFICE DEPOT		OFFICE OPERATIONS	138.80
	OFFICE DEPOT		POLICE PATROL	198.09
	OFFICE DEPOT		COMMUNITY	199.75
	OFFICE DEPOT		POLICE PATROL	239.20
143489	OREILLY AUTO PARTS	MIRROR ASSEMBLY	EQUIPMENT RENTAL	38.15
	OREILLY AUTO PARTS	BRAKE ROTORS	EQUIPMENT RENTAL	127.64
143490	PACIFIC POWER GROUP	GENERATOR SERVICE AND REPAIR	SEWER LIFT STATION	3,072.22
	PACIFIC POWER GROUP		PUBLIC SAFETY BLDG	3,508.53
143491	PACIFIC TOPSOILS	BLOWER TRUCK AMD CEDAR CHIPS	PARK & RECREATION FAC	3,497.60
	PACIFIC TOPSOILS	BLOWER TRUCK AND CEDAR CHIPS	PARK & RECREATION FAC	3,497.60

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/17/2020 TO 9/23/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143491	PACIFIC TOPSOILS	BLOWER TRUCK AND CEDAR CHIPS	PARK & RECREATION FAC	3,497.60
	PACIFIC TOPSOILS		PARK & RECREATION FAC	4,372.00
143492	PARR LUMBER CO	WOOD STAKES	COMMUNITY	19.70
143493	PARTS STORE, THE	HARDWARE KIT	EQUIPMENT RENTAL	7.67
	PARTS STORE, THE	BRAKE PADS AND SEALS	EQUIPMENT RENTAL	65.09
	PARTS STORE, THE	SPOTLIGHT BULBS	ER&R	137.72
	PARTS STORE, THE	EXHAUST FLUID	SOLID WASTE OPERATIONS	873.53
143494	PENWAY LTD	PLAN USE SIGNS	COMMUNITY	1,043.82
143495	PETTY CASH-COMM DEV	POSTAGE EXPENSE	COMMUNITY	31.20
143496	PILCHUCK FUCHSIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143497	PILCHUCK RENTALS	TRIMMER LINE	ROADSIDE VEGETATION	212.97
143498	PILCHUCK VETERINARY	ANIMAL CRUELTY CASE	COMMUNITY SERVICES UNIT	239.06
143499	PRO-TECTION SEATTLE	INSTALL WINDOW TINT	PUBLIC SAFETY BLDG	573.83
143500	PUD	OH PERM AND FLAGGING FEE	METER READING	603.00
	PUD		METER READING	603.00
143501	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #202461026	MAINT OF GENL PLANT	15.31
	PUD	ACCT #205481823	GOLF ADMINISTRATION	15.31
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #200973956	SEWER LIFT STATION	17.80
	PUD	ACCT #201346665	SEWER LIFT STATION	18.14
	PUD	ACCT #205195373	PARK & RECREATION FAC	19.84
	PUD	ACCT #200061463	PARK & RECREATION FAC	23.16
	PUD	ACCT #200501617	TRANSPORTATION	26.18
	PUD	ACCT #202011813	PUMPING PLANT	29.98
	PUD	ACCT #201142155	TRANSPORTATION	32.14
	PUD	ACCT #200448801	TRANSPORTATION	38.87
	PUD	ACCT #204829691	STREET LIGHTING	40.45
	PUD	ACCT #203500020	STREET LIGHTING	47.72
	PUD	ACCT #202294245	SEWER LIFT STATION	50.74
	PUD	ACCT #200660439	STREET LIGHTING	51.53
	PUD	ACCT #201628880	WASTE WATER TREATMENT	53.11
	PUD	ACCT #221610405	STREET LIGHTING	53.98
	PUD	ACCT #203996343	STREET LIGHTING	56.54
	PUD	ACCT #220681340	STORM DRAINAGE	77.13
	PUD	ACCT #221115934	MAINT OF GENL PLANT	79.22
	PUD	ACCT #201225067	PARK & RECREATION FAC	92.84
	PUD	ACCT #202303301	SEWER LIFT STATION	94.09
	PUD	ACCT #203291216	GENERAL	120.65
	PUD	ACCT #201909637	SEWER LIFT STATION	128.14
	PUD	ACCT #220020531	STREET LIGHTING	223.32
	PUD	ACCT #201675634	WASTE WATER TREATMENT	413.34
	PUD	ACCT #201587284	WASTE WATER TREATMENT	625.96
	PUD	ACCT #202177333	MAINT OF GENL PLANT	679.12
	PUD	ACCT #201639689	MAINT OF GENL PLANT	880.62
	PUD	ACCT #201617479	CITY HALL	1,325.35
	PUD	ACCT #200021871	COURT FACILITIES	1,332.94
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,049.47
143502	PUD	POLE ATTACHMENT APPLICATION DCU2020	METER READING	754.00
143503	QUIL CEDA CARVERS	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
143504	RADIA INC PS	INMATE MEDICAL EXPENSE	DETENTION & CORRECTION	200.00
	RADIA INC PS		DETENTION & CORRECTION	250.00
	RADIA INC PS		DETENTION & CORRECTION	458.80
	RADIA INC PS		DETENTION & CORRECTION	813.20
143505	RICH MARKETING LLC	DIGITAL ADVERTISING	STORM DRAINAGE	1,000.00
143506	ROSEMOUNT ANALYTICAL	PH SENSORS	SUNNYSIDE FILTRATION	1,014.37
143507	SAFETY SOURCE LLC	ALUMINUM TRENCH SHIELD AND STACK PINS	WATER DIST MAINS	183.62
143508	SAFEWAY INC.	COVID FOOD BANK SUPPLIES	EXPENSES TO FACILITATE	348.00
143509	SCARSELLA BROS	RELEASE RETAINAGE-1ST ST STORM REPAIRS	WATER/SEWER OPERATION	1,374.82

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/17/2020 TO 9/23/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143510	SCORE	INMATE MEDICAL-JULY 2020	DETENTION & CORRECTION	22.16
	SCORE	INMATE HOUSING-AUGUST 2020	DETENTION & CORRECTION	8,354.00
143511	SETINA MFG CO INC	PUSH BARS AND PIT BARS	EQUIPMENT RENTAL	841.78
143512	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		OFFICE OPERATIONS	59.28
143513	SIRCHIE	DNA KITS	GENERAL FUND	-32.97
	SIRCHIE		POLICE PATROL	387.51
143514	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES-AUGUST 2020	SOLID WASTE OPERATIONS	162,377.00
143515	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	599.20
143516	SOUND SAFETY	JEANS-SCHOOLCRAFT	UTIL ADMIN	131.66
	SOUND SAFETY	JEANS-SCOTT	EQUIPMENT RENTAL	143.01
143517	SPECIALTY CONTROLS	SERVICE AND REPAIR	WASTE WATER TREATMENT	1,565.72
143518	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	88.84
143519	STATE AUDITORS OFFIC	AUDIT PERIOD 19-19	UTIL ADMIN	989.62
	STATE AUDITORS OFFIC		NON-DEPARTMENTAL	989.63
143520	SUBURBAN PROPANE	PROPANE CHARGES	PARK & RECREATION FAC	592.42
143521	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	27.30
143522	TRAFFIC SAFETY SUPPL	BARRICADES, CONES AND SIGNS	EXECUTIVE ADMIN	1,160.59
143523	TRANSPO GROUP	PROFESSIONAL SERVICES	GMA - STREET	1,960.33
	TRANSPO GROUP		GMA - STREET	2,913.48
143524	ULINE	VINYL BOARD	WASTE WATER TREATMENT	85.07
	ULINE	TENT CANOPY AND WEIGHTS	WASTE WATER TREATMENT	415.77
143525	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	15.84
143526	WAPRO	FALL CONFERENCE-BROCK	CITY CLERK	35.00
143527	WASHINGTON TRACTOR	STARTER COVER W/REWIND	SMALL ENGINE SHOP	109.29
143528	WAXIE SANITARY SUPPL	PURELL	EXPENSES TO FACILITATE	211.39
143529	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	342.93
143530	WETZEL, JAKE	TUITION REIMBURSEMENT	TRAINING	274.98
143531	WFOA	MEMBERSHIP DUES-BERG	UTILITY BILLING	75.00
	WFOA	MEMBERSHIP DUES-RYAN	UTILITY BILLING	75.00
	WFOA	CONFERENCE-LANGDON	FINANCE-GENL	250.00
	WFOA	CONFERENCE-BERG & RYAN	UTILITY BILLING	500.00
143532	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE	UTIL ADMIN	130.07
143533	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	34.09
	ZIPLY FIBER		RECREATION SERVICES	34.09
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	66.78
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	222.89

**WARRANT TOTAL: 2,514,952.12**

**CHECK #142236 CHECK LOST IN MAIL (131.25)**

REASON FOR VOIDS:

INITIATOR ERROR  
 CHECK LOST/DAMAGED  
 UNCLAIMED PROPERTY

**2,514,820.87**

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 12, 2020**

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

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the September 30, 2020 claims in the amount of \$2,195,498.04 paid by EFT transactions and Check No.'s 143534 through 143635 with no Check number voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-9**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$2,195,498.04 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 143534 THROUGH 143635 WITH NO CHECK NUMBER VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12<sup>th</sup> DAY OF OCTOBER 2020.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/24/2020 TO 9/30/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143534	REVENUE, DEPT OF	AUGUST EXCISE TAX	RECREATION SERVICES	0.09
	REVENUE, DEPT OF		CITY CLERK	1.97
	REVENUE, DEPT OF		POLICE ADMINISTRATION	35.01
	REVENUE, DEPT OF		WATER/SEWER OPERATION	152.99
	REVENUE, DEPT OF		GENERAL FUND	319.01
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,338.69
	REVENUE, DEPT OF		STORM DRAINAGE	21,244.35
	REVENUE, DEPT OF		GOLF COURSE	26,179.62
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	29,827.37
	REVENUE, DEPT OF		UTIL ADMIN	78,854.16
143535	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 9/13-9/19/20	MEDICAL CLAIMS	91,602.85
143536	FIRST AMERICAN TITLE	ROW ACQUISITION CLOSING FUND	GMA - STREET	3,062.90
143537	SCARSELLA BROS	PAY ESTIMATE #15	GMA - STREET	767,790.06
143538	BENEFIT COORDINATORS	DENT/ADMIN/VISION/MEDICAL PREMIUMS	MEDICAL CLAIMS	115,797.48
143539	US BANK	MARWAT14	ENTERPRISE D/S	527,025.00
143540	7 LAKES GIFTS	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	8,000.00
143541	ACOSTA, JESSE	INTERPRETER SERVICES	COURTS	100.00
143542	AIR DUCTORS INC.	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
143543	ALLIANT INSURANCE	NOTARY BOND	RISK MANAGEMENT	40.00
	ALLIANT INSURANCE		RISK MANAGEMENT	40.00
143544	AMAZON CAPITAL	PHONE HEADSET RETURN	COMMUNITY	-54.65
	AMAZON CAPITAL	WEBCAM & SPEAKERS	DETENTION & CORRECTION	53.53
	AMAZON CAPITAL	PHONE HEADSET	COMMUNITY	54.65
	AMAZON CAPITAL	PURELL HAND SANITIZER REFILL	COMMUNITY	87.42
	AMAZON CAPITAL	OFFICE SUPPLIES	COMMUNITY	175.18
	AMAZON CAPITAL	PANORAMA ANTENNAS	STORM DRAINAGE	255.42
	AMAZON CAPITAL	WEBCAMS	EXPENSES TO FACILITATE	406.44
143545	ANDERSON, KRISTEN	PRO-TEM SERVICES	MUNICIPAL COURTS	1,480.00
143546	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
143547	ARIES BLDG SYSTEMS	PORTABLE BUILDING RENTAL	STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
143548	ARTISTS GUILD, GREAT	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143549	AVANCE ADMIN & TAX P	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143550	BANK OF THE WEST	ROW ACQUISITION	GMA - STREET	1,100.00
143551	BATHROOM WINDOW	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143552	BICKFORD FORD	2020 FORD FUSION	EQUIPMENT RENTAL	19,710.00
	BICKFORD FORD	2020 FORD FUSION #A011-POLICE	EQUIPMENT RENTAL	19,710.00
143553	BORDERS/KIRLAND, LLC	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	10.00
143554	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	740.00
143555	CARON & CO RESTYLE	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	9,800.00
143556	CASCADE COLUMBIA	CREDIT FOR RETURN OF CONTAINERS	WASTE WATER TREATMENT	-1,000.00
	CASCADE COLUMBIA		WASTE WATER TREATMENT	-1,000.00
	CASCADE COLUMBIA	CITRIC ACID FOR UV MODULE CLEANING	WASTE WATER TREATMENT	1,639.51
	CASCADE COLUMBIA	BULK PAX-XL8	WASTE WATER TREATMENT	13,261.94
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,670.13
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,951.84
143557	CASCADE SAWING	SLAB SAWING	WATER MAINS INSTALL	942.71
143558	CASCADE SEPTIC, LLC	PORTABLE SERVICE	WATER RESERVOIRS	327.00
143559	CCTV CAMERA PROS	GEOVISION SECURITY CAMERA	INFORMATION SERVICES	-35.34
	CCTV CAMERA PROS		COMPUTER SERVICES	415.33
143560	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	286.24
143561	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	COMMUNITY CENTER	43.53
	COPIERS NORTHWEST		PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 9/24/2020 TO 9/30/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143561	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		DETENTION & CORRECTION	537.27
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
143562	CORE & MAIN LP	BOLT KITS AND GASKETS	PUMPING PLANT	69.12
	CORE & MAIN LP	4" SADDLE AND 1" BALL CORP	WATER SERVICE INSTALL	140.68
	CORE & MAIN LP	2 - 8X6 FLGXMJ	WATER MAINS INSTALL	458.70
	CORE & MAIN LP	WILKINS 350 WITH BUTTERFLY	WATER MAINS INSTALL	3,084.65
143563	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	991.12
143564	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
143565	E&E LUMBER	ROLLER AND BRUSHES	WATER DIST MAINS	42.97
	E&E LUMBER	3' FREE BURY HYDRANT	SEWER LIFT STATION	119.61
143566	E&M FITNESS	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143567	EMERGENCY MANAGEMENT	MARYSVILLE HMP ANNEX	EXECUTIVE ADMIN	12,611.00
143568	EVERETT STAMP WORKS	STAMP	FINANCE-GENL	63.28
143569	EYER, MATTHEW	MASKS	PUBLIC HEALTH EXPENSE	56.01
143570	GALLS, LLC	UNIFORMS	POLICE PATROL	183.20
	GALLS, LLC		POLICE ADMINISTRATION	253.19
	GALLS, LLC		POLICE PATROL	274.77
	GALLS, LLC		POLICE PATROL	630.01
	GALLS, LLC		DETENTION & CORRECTION	667.16
143571	GARY'S GUTTER SERV	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
143572	GRAINGER	HAND SANITIZER COVID 19	PUBLIC HEALTH EXPENSE	3,051.11
143573	GREATAMERICA FINANCI	POSTAGE LEASE	CITY CLERK	30.25
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.25
	GREATAMERICA FINANCI		FINANCE-GENL	30.25
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATION	30.25
	GREATAMERICA FINANCI		UTILITY BILLING	30.25
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.25
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.28
	GREATAMERICA FINANCI		POLICE PATROL	36.28
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.28
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.28
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.28
	GREATAMERICA FINANCI		UTIL ADMIN	38.61
	GREATAMERICA FINANCI		COMMUNITY	38.62
	GREATAMERICA FINANCI		ENGR-GENL	38.62
143574	GREENSHIELDS	PULLEY SWING AND SCREW LOCKS	WATER DIST MAINS	161.09
143575	HEALTH FIRST CHIOPR	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143576	HOME DEPOT USA	GLOVES	CUSTODIAL SERVICES	9.44
	HOME DEPOT USA	PINESOL CLEANER	CUSTODIAL SERVICES	39.97
	HOME DEPOT USA	DISINFECTANT SPRAY COVID	PUBLIC HEALTH EXPENSE	71.22
	HOME DEPOT USA	DISINFECTANT CLEANER	CUSTODIAL SERVICES	77.56
	HOME DEPOT USA	DISINFECTANT CLEANER COVID	CUSTODIAL SERVICES	116.34
	HOME DEPOT USA	DISINFECTANT SPRAY COVID	PUBLIC HEALTH EXPENSE	142.44
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	608.41
143577	HUMAN SERVICES	LIQUOR BOARD PROFITS EXCISE TAX	NON-DEPARTMENTAL	2,271.54
	HUMAN SERVICES		NON-DEPARTMENTAL	2,721.89
143578	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/24/2020 TO 9/30/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143578	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00
143579	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	3,584.80
143580	JEFF'S TEXAS STYLE	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143581	JET PLUMBING	ELECTRONIC SENSOR FAUCET	WATER QUAL TREATMENT	2,041.72
143582	K-9 VILLA LLC	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143583	LASTING IMPRESSIONS		ECONOMIC SUPPORT	10,000.00
143584	LES SCHWAB TIRE CTR	TRACTION CAP	ER&R	506.50
	LES SCHWAB TIRE CTR	TRACTION CAP AXLE	ER&R	1,012.99
	LES SCHWAB TIRE CTR	STEER AXLE TIRES INVENTORY	ER&R	1,646.73
143585	LORMAN EDUCATION SVC	FLOOD CONTROL STORM WATER ISSUES	STORM DRAINAGE	239.37
143586	LOWES HIW INC	VARIOUS COUPLINGS, PIPES AND TEES	SOURCE OF SUPPLY	35.62
143587	MALDONADO AGENCY	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143588	MANE IDEA, THE		ECONOMIC SUPPORT	10,000.00
143589	MARYSVILLE AWARDS		ECONOMIC SUPPORT	10,000.00
143590	MARYSVILLE PRINTING	EMERGENCY PREPAREDNESS FLIP CHARTS	EXECUTIVE ADMIN	3,407.41
143591	MAXIS RESTAURANT	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143592	MECHANICAL INSPECTIO	VEHICLE INSPECTION	POLICE PATROL	1,372.50
143593	NEHRING, JON	ROTARY DUES	NON-DEPARTMENTAL	135.00
143594	NKOMO CORP	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143595	O'BRIEN, APRIL	CRAIGSLIST JOB POSTING	CUSTODIAL SERVICES	45.00
143596	OAK CREST UNLIMITED	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143597	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	8.57
	OFFICE DEPOT		SOLID WASTE OPERATIONS	17.14
	OFFICE DEPOT	LOGITECH WEB CAMS	UTIL ADMIN	81.96
	OFFICE DEPOT		ENGR-GENL	81.96
143598	PANADERIA EL ANGEL	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143599	PARAMETRIX	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	564.79
143600	PART WORKS INC, THE	PARTS FOR WATCHDOG METERS	WATER CROSS CNTL	135.44
143601	PARTS STORE, THE	AIR FILTERS	ER&R	33.48
	PARTS STORE, THE	SYNTHETIC DEXRON	EQUIPMENT RENTAL	67.69
	PARTS STORE, THE	DIESEL EXHAUST FUEL	WATER DIST MAINS	109.19
143602	PARTSMASTER	BRASS FITTINGS	EQUIPMENT RENTAL	366.01
143603	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	26.04
	PGC INTERBAY LLC		PRO-SHOP	51.96
	PGC INTERBAY LLC		MAINTENANCE	85.37
	PGC INTERBAY LLC		PRO-SHOP	114.54
	PGC INTERBAY LLC		GOLF COURSE	134.80
	PGC INTERBAY LLC		PRO-SHOP	165.17
	PGC INTERBAY LLC		PRO-SHOP	458.50
	PGC INTERBAY LLC		MAINTENANCE	499.68
	PGC INTERBAY LLC		MAINTENANCE	522.45
	PGC INTERBAY LLC		PRO-SHOP	754.03
	PGC INTERBAY LLC		MAINTENANCE	1,068.23
	PGC INTERBAY LLC		PRO-SHOP	1,170.00
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		MAINTENANCE	1,714.11
	PGC INTERBAY LLC		MAINTENANCE	2,308.67
	PGC INTERBAY LLC		MAINTENANCE	3,137.93
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	10,165.34
	PGC INTERBAY LLC		MAINTENANCE	14,265.84
143604	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	100.00
143605	PILCHUCK FUCHSIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143606	PLATT ELECTRIC	FLUKE MEGAOHM METER	WASTE WATER TREATMENT	315.69
	PLATT ELECTRIC		SOURCE OF SUPPLY	315.69
143607	POHLI, INC.	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143608	POLLARDWATER	METAL DETECTOR	WATER DIST MAINS	603.98
143609	PROFORCE LAW ENFORC	NEW HIRE RIFLES	POLICE PATROL	2,814.48
143610	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTIL ADMIN	16.20
	PUD	ACCT #202031134	PUMPING PLANT	17.17
	PUD	ACCT #202368551	PARK & RECREATION FAC	19.71

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/24/2020 TO 9/30/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143610	PUD	ACCT #203569751	STORM DRAINAGE	25.53
	PUD	ACCT #202794657	TRANSPORTATION	33.94
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	42.78
	PUD	ACCT #220792733	STREET LIGHTING	44.38
	PUD	ACCT #203430897	STREET LIGHTING	46.93
	PUD	ACCT #203199732	TRANSPORTATION	50.32
	PUD	ACCT #202368544	TRANSPORTATION	53.40
	PUD	ACCT #202288585	TRANSPORTATION	55.20
	PUD	ACCT #202000329	PARK & RECREATION FAC	60.24
	PUD	ACCT #202524690	PUMPING PLANT	60.84
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	62.28
	PUD	ACCT #202557450	STREET LIGHTING	77.89
	PUD	ACCT #203231006	TRANSPORTATION	78.27
	PUD	ACCT #201021698	PARK & RECREATION FAC	104.71
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	109.65
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	126.68
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	131.96
	PUD	ACCT #222025900	PUMPING PLANT	152.13
	PUD	ACCT #201021607	PARK & RECREATION FAC	168.22
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	180.55
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	198.08
	PUD	ACCT #201065281	PARK & RECREATION FAC	241.15
	PUD	ACCT #201247699	STREET LIGHTING	260.91
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	264.45
	PUD	ACCT #200223857	PARK & RECREATION FAC	832.80
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #220824148	WASTE WATER TREATMENT	2,453.92
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,748.50
	PUD	ACCT #201147253	PUMPING PLANT	2,822.87
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,298.61
	PUD	ACCT #201577921	PUMPING PLANT	6,804.38
	PUD	ACCT #201420635	WASTE WATER TREATMENT	8,401.42
	PUD	ACCT #202075008	WASTE WATER TREATMENT	12,186.06
143611	PUGET SOUND SECURITY	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143612	QUADIENT LEASING USA	SURE SEAL	MUNICIPAL COURTS	35.99
143613	QUIL CEDA COMMUNITY	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143614	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	800.00
143615	RHODODENDRON SOC	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143616	ROBBINS, TAMARA	DE-STRESS YOUR DAY BROWN BAG LUNCH	PERSONNEL ADMINISTRATION	80.00
143617	SIX ROBBLEES INC	TRAILER JACK	SOURCE OF SUPPLY	114.99
143618	SNO CO FINANCE	FORD INTERCEPTOR REPAIR	EQUIPMENT RENTAL	3,931.87
143619	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	26,486.88
143620	SOUND PUBLISHING	HR SPECIALIST & HR ANALYST JOB ADS	PERSONNEL ADMINISTRATION	598.00
143621	SPRINGBROOK NURSERY	DITCH MAINTENANCE	STORM DRAINAGE	60.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	156.00
	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	171.40
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	171.40
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	214.25
	SPRINGBROOK NURSERY	DITCH MAINTENANCE	STORM DRAINAGE	216.00
	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	257.10
	SPRINGBROOK NURSERY	DITCH MAINTENANCE	STORM DRAINAGE	264.00
	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	342.80
143622	STAPLES	CLOROX WIPES COVID	PUBLIC HEALTH EXPENSE	10.36
143623	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	600.00
143624	STONEWAY ELECTRIC	REPLACEMENT CONTACT KITS	WASTE WATER TREATMENT	1,929.74
143625	SUNRISE ENVIRONMENT	GRAFITTI REMOVER	ER&R	1,113.43
143626	TASTAD CONSTRUCTION	PAY ESTIMATE #1	SURFACE WATER CAPITAL	50,625.03
143627	TOCCO, LEAH	WORK GROUP SUPPLIES	EXECUTIVE ADMIN	19.10
	TOCCO, LEAH		PERSONNEL ADMINISTRATION	95.85
143628	TRINITY SALON & SPA	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143629	TRUE NORTH EQUIPMENT	FLEET INVENTORY	ER&R	430.53

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/24/2020 TO 9/30/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143630	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	30.89
143631	WA AUDIOLOGY SRVCS	REVIEW DATA AND MANAGEMENT FEE	POLICE PATROL	20.00
143632	WAXIE SANITARY SUPPL	DISINFECTANT SPRAY COVID	PUBLIC HEALTH EXPENSE	101.47
	WAXIE SANITARY SUPPL	PURELL HAND SANITIZER COVID	PUBLIC HEALTH EXPENSE	242.54
143633	WESTERN FACILITIES	CLEANING SUPPLIES	DETENTION & CORRECTION	275.33
143634	WHATS BLOOMIN NOW	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143635	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	52.87
	ZIPLY FIBER	PHONE CHARGES	PARK & RECREATION FAC	59.30
	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	60.26
	ZIPLY FIBER		COMMUNITY	60.26
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	73.24
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	87.90

**WARRANT TOTAL: 2,195,498.04**

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

*Update*  
*Index #13*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 12, 2020**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the September 10, 2020 payroll in the amount \$1,428,080.62, paid by EFT Transactions and Check No.33216 through 33236.

**COUNCIL ACTION:**

# *Index #3*



## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: October 12, 2020**

<b>AGENDA ITEM:</b>	
67 <sup>th</sup> Avenue Townhomes – Slope Easement Relinquishment PA20034	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Chris Holland, Planning Manager	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENT:</b>	
1. AFN 9610010549 – Easement for Slopes 2. Relinquishment of Easement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

RESG Homes LLC has submitted a land use application, proposing a 30-unit townhome development, on property owned by the Marysville School District, located on the west side of 67<sup>th</sup> Avenue NE between the 8300 – 8400 Block.

In order to construct improvements to 67<sup>th</sup> Avenue NE the City obtained a perpetual Easement for Slopes along the eastern 20 feet of APN 30052200104800, recorded under Auditor’s File Number 9610010549.

Because 67<sup>th</sup> Avenue NE has been improved, the slope easement is no longer needed and the applicant is proposing to relinquish the slope easement encumbrance. The Public Works Department has reviewed the request to relinquish the easement and has recommended City Council authorize the Mayor to execute and record the attached Relinquishment of Easement.

<p><b>RECOMMENDED ACTION:</b> Staff recommends Council authorize the Mayor to sign the Relinquishment of Easement and record with the Snohomish County Auditor.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign the Relinquishment of Easement and record with the Snohomish County Auditor.</p>
--

AFTER RECORDING RETURN TO:  
CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

**NO EXCISE TAX  
REQUIRED**  
OCT 02 1996

DOB DANTINI, Snohomish County Treasurer  
By **BOB DANTINI**



RECORDED  
96 OCT -1 PM 4:29  
SNOHOMISH COUNTY, WASH.  
DEPUTY CLERK

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

0610010549

THIS AGREEMENT, made this 5<sup>th</sup> day of AUGUST, 1996, by and between MARYSVILLE SCHOOL DISTRICT #25, hereinafter called the GRANTOR, and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called the GRANTEE.

WHEREAS the GRANTOR herein is the owner of that certain parcel of land described as follows, to-wit:

LOT 1 OF SHORT PLAT 68 (3-81) RECORDED UNDER RECORDING NUMBER 8206170136, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

WHEREAS, it has been found necessary in the construction and improvement of LID No. 64, 67th Avenue N.E. and 88th Street N.E. Reconstruction to make slopes on the said property of the Grantor for cuts and fills;

NOW, THEREFORE, in consideration of the premises, and to the same extent and purposes as if the rights herein granted had been acquired under the eminent domain statute of the State of Washington, Grantor hereby conveys and warrants to the CITY OF MARYSVILLE, its successors and assigns, a perpetual right and easement to use and occupy the following-described lands for the purpose of construction and maintenance of highway slopes:

THE EAST 20.00 FEET OF THE SOUTH 242.50 AS MEASURED ALONG THE EAST LINE THEREOF OF SAID PROPERTY.

IN WITNESS WHEREOF, the said GRANTOR has hereunto signed his name this 6 day of August, 1996.

GRANTOR

L. D. Clement  
GRANTOR  
*Fin + ops*

State of Washington )  
                                  ) ss.  
County of SNO )

I certify that I know or have satisfactory evidence that Lawrence D. Clement is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Exec. Director Finance/ops of MARYSVILLE SCHOOL DISTRICT #25 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 6, 1996

(Seal or stamp)

Carol F. Egejlus  
Title \_\_\_\_\_  
My appointment expires 8-1-98

VOL. 3217 PAGE 2412

WHEN RECORDED RETURN TO:

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

**Relinquishment of Easement**

WHEREAS, the City of Marysville, a municipal corporation of the State of Washington ("Marysville"), is the grantee of that certain slope easement recorded under Auditors File No. 9610010549 records of Snohomish County, Washington, attached hereto as Exhibit A (the "Easement"); and

WHEREAS, the Easement burdens the property described in Exhibit B; and

WHEREAS, Marysville desires to relinquish, vacate, and release the Easement.

NOW, THEREFORE, the City of Marysville relinquishes, vacates, and releases the slope easement recorded under Auditors File No. 9610010549 records of Snohomish County.

City of Marysville

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Clerk)

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SNOHOMISH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the MAYOR of THE CITY OF MARYSVILLE, the municipal corporation named herein, and acknowledged execution of the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the District.

WITNESS my hand and official seal hereto affixed the day and year first above written.

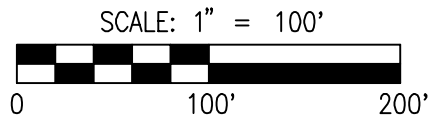
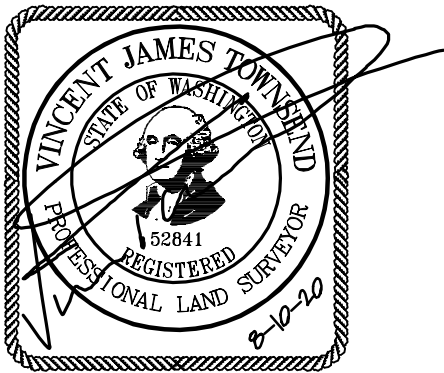
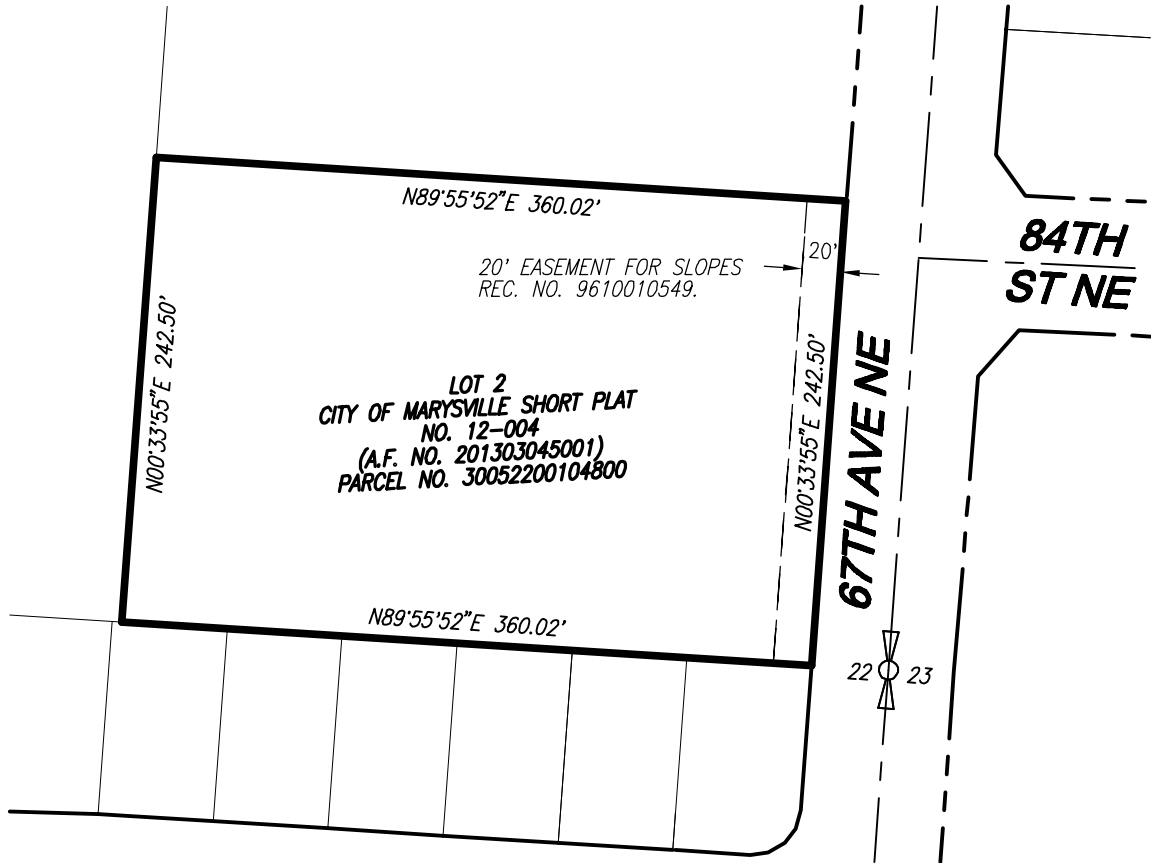
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**EXHIBIT A****Easement**

THE EAST 20.00 FEET OF LOT 2, CITY OF MARYSVILLE SHORT PLAT NO. SP 12-004 RECORDED UNDER RECORDING NO. 201303045001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

# EXHIBIT 'A'



# LDC

Surveying  
Engineering  
Planning

Woodinville  
20210 142nd Avenue NE  
Woodinville, WA 98072

Kent  
1851 Central Pl S, #101  
Kent, WA 98030

T 425.806.1869

[www.LDCcorp.com](http://www.LDCcorp.com)

F 425.482.2893

## LOT 2 CITY OF MARYSVILLE SP12-004

### EASEMENT RELINQUISHMENT EXHIBIT

RELINQUISHMENT OF SLOPE EASEMENT (REC. NO. 9610010549)

A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SEC. 22, TWP. 30 N.,  
RNG. 5 E., W.M., CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
NSY	8-10-2020	C19-164V-ESMTRELIQ	1"=100'	C19-164

**Exhibit "B"****Parcel Legal Description**

LOT 2, CITY OF MARYSVILLE SHORT PLAT NO. SP 12-004 RECORDED UNDER RECORDING NO. 201303045001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

# *Index #7*

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

**CITY COUNCIL MEETING DATE: October 12, 2020**

<b>AGENDA ITEM:</b>	
Centennial Trail Connector – WSDOT Trail Lease Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Woods, Project Engineer	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Trail Lease Agreement and Exhibits	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000, P1601	N/A
<b>SUMMARY:</b>	

The Centennial Trail Connector project proposes to extend the existing Bayview Trail to the Centennial Trail. As part of this project, the trail will cross through WSDOT owned property in the vicinity of State Route 9. In accordance with the WSDOT's permitting requirements, the City is obligated to acquire a lease from WSDOT in the form of a Trail Lease Agreement.

**RECOMMENDED ACTION:** Staff recommends that Council authorize the Mayor to sign and execute the enclosed Trail Lease Agreement with WSDOT.

**PROPOSED MOTION:** I move to authorize the Mayor to sign and execute the agreement.



Lease No.: TR-01-14228  
 I.C. No.: 01-31-15792  
 Parcel No.: Various  
 Project: SR 9, Lake Stevens to Arlington

## T R A I L   L E A S E

THIS IS A TRAIL LEASE made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter WSDOT), and the CITY OF MARYSVILLE, a municipal corporation of the state of Washington, (hereinafter TENANT);

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes; and

WHEREAS, the TENANT desires to construct, operate, and maintain a trail segment under this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan as an interim use until the land and premises to be leased are needed for a highway purpose; and

WHEREAS, the TENANT has obtained from WSDOT Construction Agreement #GCB3380, incorporated herein as if fully attached hereto, to construct a trail connecting to the existing Centennial Trail; and

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and, WSDOT deems it to be in the best public interest to enter into this Lease,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. PREMISES.** WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises (Premises) located in the Southeast Quarter of the Southwest Quarter, Section 13, Township 30 North, Range 5 East, W.M. in Snohomish County, and known to be a portion of the highway right of way of SR 9, Lake Stevens to Arlington, sheet 10 of 21 sheets, and as further shown hachured on **Exhibit A**, attached hereto and by this reference incorporated herein.

The premises is approximately fifteen (15) feet wide and 268 linear feet, or 3,832 square feet.

**2. USE OF PREMISES.**

A. No use other than construction, operation, and maintenance of a public pedestrian, bicycle, and other non-motorized vehicle trail under the control of TENANT is permitted without

the prior written approval of WSDOT. TENANT expressly agrees that it will not charge others to use the Premises. No motorized vehicles will be allowed on the Premises except for TENANT's maintenance vehicles and emergency vehicles responding to an emergency on the Premises. In using the Premises, TENANT shall comply with all statutes, policies, and regulations, including, but not limited to the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT or the state legislature relative to the location, operation, and maintenance of improvements located on the Premises. No access to the Premises will be constructed or allowed to be constructed by or for TENANT without WSDOT's prior written approval. Direct access to ramps or traveled lanes of state highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by WSDOT.

B. TENANT will not allow third parties to use the trail as access to private property or improvements. Furthermore, in using the Premises, it is expressly agreed that TENANT shall:

(1) comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force; and

(2) secure all necessary permits and licenses for the uses of the Premises authorized in this Lease. TENANT hereby agrees to indemnify, defend and hold harmless WSDOT from all claims or suits resulting from TENANT's failure to comply with such requirements.

C. No signs, other than directional signs or that sign further described herein, are permitted. WSDOT owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled roadway will be maintained by WSDOT. Nothing is to be attached to WSDOT's fence without prior written approval. If any fence is damaged as a result of the activities authorized by this Lease, TENANT will promptly repair such damage at its cost to WSDOT's satisfaction.

D. Within thirty (30) calendar days of occupancy, TENANT at its sole expense shall erect and maintain a permanent sign at all entrances to the Trail located on WSDOT right of way, stating as follows:

*"This trail is located on highway right of way under an agreement between the city of Marysville and the Washington State Department of Transportation."*

E. WSDOT does not warrant that the unconstructed right of way is suitable for TENANT's purposes.

**3. TERM.** The term of this Lease is ten (10) years, COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY WSDOT (Commencement Date).

**4. RENEWAL.** Upon expiration of the initial term, this Lease may be renewed by TENANT for two (2) additional ten (10) year periods, (Renewal Period), at the discretion of WSDOT; provided that, (A) TENANT is not in default and has not been in default during the term of this Lease; (B) the property is not needed for a priority transportation purpose, as determined by WSDOT; (C) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D) the terms and conditions of this Lease conform to then-existing state policies or practices, laws, regulations, and contracts, or provided, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months, prior to the expiration of the Lease, or any extension thereof.

**5. HOLDING OVER.** In the event TENANT shall hold over or remain in possession of the Premises with the consent of WSDOT after the expiration of the stated term of this Lease, such holding over period or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein, provided that WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than thirty (30) calendar-days prior written notice.

**6. TERMINATION BY WSDOT.**

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

(1) immediately, upon the unauthorized assignment of this Lease by TENANT;

(2) upon not less than thirty (30) calendar days' prior written notice, for failure of TENANT to provide acceptable As-Built drawings to WSDOT within sixty (60) calendar days of the date of completion of the trail construction; acceptability of the As-Built drawings shall be determined solely by WSDOT and in conformance with **Section 17**, "AS BUILT" PLANS, of this Lease;

(3) upon not less than thirty (30) calendar days' prior written notice, if TENANT defaults on any provision in this Lease and is notified by WSDOT of the default two (2) times within a six (6) month period. The third default shall be deemed "non-curable";

(4) upon not less than thirty (30) calendar days' prior written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Lease by

WSDOT shall not operate as a release of TENANT's responsibilities for any prior or subsequent default;

(5) immediately, if TENANT's insurance coverage as required herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the Premises;

(6) immediately, upon issuance of any court order, legislative action, by law, or governmental agency action having jurisdiction to take such action, which would significantly impair or effectively prohibit TENANT's use of the Premises;

(7) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

(8) upon not less than thirty (30) calendar days' prior written notice, if WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

(9) upon not less than thirty (30) calendar days' prior written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) days;

(10) immediately, if a transportation emergency exists as solely determined by WSDOT; or

(11) upon not less than thirty (30) calendar days prior written notice, if TENANT (i) does not begin construction of the improvements, as described in **Section 2** "Use of Premises" herein (or as shown on **Exhibit "B"**) within one hundred eighty (180) calendar days from the Commencement Date of this Lease; (ii) does not complete the work within two hundred ten (210) calendar days of the beginning of said construction, or (iii) fails to open the trail to the public within sixty (60) calendar days of completing the trail construction. WSDOT and TENANT may mutually agree in writing to extend the periods provided under (i), (ii), and/or (iii) to accommodate unforeseen conditions out of the control of either party, such as, but not limited to, weather, availability of equipment, and availability of utilities.

B. WSDOT may terminate the Lease in part upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that a portion of the Premises may be used for, but not limited to, telecommunications purposes, which in WSDOT's sole determination are reasonably consistent with TENANT's authorized use of the Premises.

C. It is hereby acknowledged and agreed that the highway use of the Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle, and other non-motorized vehicle trail. If this Lease is terminated for highway construction or reconstruction, and

WSDOT is unable to accommodate the trail in its current location and a local, state or federal official or agency with authority concerning use of the land or a court of competent jurisdiction determines that replacement of the trail is lawfully required, WSDOT will assess its ability to otherwise accommodate such trail within the highway right of way and to amend this Lease accordingly. TENANT hereby agrees that WSDOT will not incur any costs for replacement lands for the trail, for any reconstruction of the trail, or for any determination by TENANT not to rebuild the trail, and to indemnify and hold harmless WSDOT from any and all costs.

D. If TENANT fails to remove the trail and WSDOT determines that it is necessary to continue to maintain the trail in a safe, operable condition, then TENANT hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs associated with the continued maintenance of said trail from TENANT's share of any Motor Vehicle Gas Tax Funds or any other funds distributed to TENANT by WSDOT to cover ongoing expenses of trail maintenance and operation.

E. TENANT agrees to pay all costs to barricade or to provide other interim safety measures, as directed by WSDOT, if closure of the trail becomes necessary to facilitate repair, reconstruction, maintenance, or modifications of the highway right of way.

**7. TERMINATION BY TENANT.** TENANT may terminate this Lease without penalty or further liability as follows:

A. upon not less than thirty (30) calendar days' prior written notice for any reason; provided that, TENANT removes all traces of the trail prior to the date of termination;

B. upon not less than thirty (30) calendar days' prior written notice, if WSDOT defaults and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default; or

C. immediately, upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Premises.

**8. CONSIDERATION.** In lieu of paying economic rent for the Premises, TENANT agrees to provide other specific consideration which is deemed to be a highway benefit. The consideration is: The separation of motor vehicle traffic from pedestrians or cyclists which will materially increase motor vehicle safety and increase highway efficiency. This trail will connect with existing trails to give pedestrians and cyclists heading in or out of Marysville options to bypass and separate from SR 9 vehicle traffic.

## 9. MAINTENANCE RESPONSIBILITIES.

A. TENANT shall perform or cause to be performed at its sole expense all maintenance of the Premises that shall include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the satisfaction of WSDOT. TENANT shall be responsible for weed control, and reconstruction and repair of any or all components of the trail facility. In addition (if applicable), TENANT is responsible for the regular inspection and repair of structures as required by the Code of Federal Regulations 23 CFR 650, subpart C, National Bridge Inspection standards (NBIS), EXCEPT any and all work that would require SR 9 closure.

B. TENANT warrants that any landscaping planted and maintained on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the state's highway facility or operation, or adversely affect traffic safety. TENANT will seek concurrence from the WSDOT Northwest Region Landscape Architect for any clearing of vegetation outside the Premises. Mitigation may be required if trees need to be removed.

C. TENANT agrees that it is additionally responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to the WSDOT:

- (1) Security and law enforcement for the Leased Premises;
- (2) Graffiti removal upon all real and personal property (including all fixtures and attachments). TENANT shall in no way interfere with any highway operations or traffic flow on SR 9 when removing graffiti. Inspections shall be no less than once per month;
- (3) Litter control on an as needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspections;
- (4) Sweeping of the Premises on an as needed basis in accordance with adopted TENANT maintenance standards and practices; and
- (5) Removing and disposing of unauthorized signs, banners, etc. from the Premises.

D. If TENANT fails to maintain the trail as provided herein, the WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days written notice of such maintenance default, and TENANT agrees to reimburse the WSDOT for such maintenance costs within thirty (30) calendar days of receipt of a WSDOT invoice. If TENANT fails to pay such invoice, WSDOT is authorized to deduct and expend such costs, pursuant to RCW 47.24.050, from any monies TENANT is entitled to receive from the Motor Vehicle Fund until such costs are fully recovered.

## 10. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants and agrees that it will conduct its activities on Premises and lands adjacent thereto in compliance with all applicable Environmental Laws. As used in this Lease, “Environmental Laws” means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the WSDOT National Pollutant Discharge Elimination System, the State Waste Discharge Municipal Stormwater General Permit, and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations. It is the responsibility of TENANT to ensure that the functionality of all existing stormwater facilities on the Premises or adjacent lands managed and or owned by TENANT is maintained in accordance with all applicable Environmental Laws.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under the terms and conditions specified by WSDOT. This approval will include WSDOT review and approval of TENANTS’s or of any TENANT contractor’s spill prevention and control plan along with WSDOT’s approval of the storage location of any toxic or hazardous substance on WSDOT Premises. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT according to all Environmental Laws and as outlined in Section 10.A. For the purposes of this Lease, “Hazardous Substances” shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT’s staff or independent third parties where there is evidence of a release or potential release of Hazardous Substances on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, to the extent the need for said investigation is determined to be caused by TENANT’s operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up Hazardous Substances. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency

within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where said release of Hazardous Substances is determined to have resulted from TENANT's use of the Premises. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.

E. For the purposes of this Lease, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with Environmental Laws.

F. To the extent allowed by law, TENANT agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability, including but not limited to any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released or have the potential to be released on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property, as a result of TENANT's activities on the Premises.

G. To the extent allowed by law, TENANT further agrees to defend, indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said property by TENANT or at TENANT's direction.

H. To the extent allowed by law, WSDOT hereby agrees to indemnify and hold harmless TENANT from any costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of WSDOT, its employees, contractors, and agents. WSDOT further agrees to retain and indemnify and hold harmless TENANT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

I. The provisions of this Section shall survive the expiration or termination of this Lease.

## **11. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN/GRANT UTILITY FRANCHISES/PERMITS AND TO LEASE FOR COMPATIBLE PURPOSES.**

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of Premises.



B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of chapter 19.122 RCW relating to underground facilities.

## **12. USE OF RIGHT OF WAY UNDER/ADJACENT TO STRUCTURE.**

A. TENANT agrees to provide protection against vehicular hits or other likely causes of damage arising from TENANT's use of the Premises to all retaining walls and to piers exposed to such potential damage under any elevated highway structure existing on the Premises. Such wall and pier protection shall be provided to the satisfaction of WSDOT prior to occupancy.

B. TENANT shall not weld any metal object to any metal member of any metal structure, nor drill or rivet into nor otherwise fasten anything to any pier or beam on any concrete, metal, or wood structure without WSDOT's specific written approval of detailed drawings for such welding, riveting, drilling, or fastening.

C. TENANT shall at its own expense, and upon prior written approval from WSDOT, make any provisions it deems necessary to protect users of the proposed facility from any hazards resulting from use and operation of the highway.

**13. TAXES/ASSESSMENTS/UTILITIES.** TENANT agrees to promptly pay all bills, fees for utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and other services supplied to the Premises in addition to the above consideration provided by TENANT. TENANT further agrees to pay all excise and other taxes owing on TENANT's leasehold interest. All assessments, rates, fees, and charges not specifically assumed by WSDOT and that benefit TENANT'S leasehold interest, are the obligation of and payable by TENANT (Assessments). Foreclosure of a lien on any delinquent Assessments subjects this Lease to termination by WSDOT as set forth in RCW 79.44.080.

**14. WSDOT'S APPROVAL OF DESIGN/CONSTRUCTION.** TENANT covenants that any construction on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or its operation. WSDOT shall be furnished with one (1) complete set of plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or directing that additional work be done, to ensure

compliance with the plans and specifications, protection of all parts and elements of the highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit WSDOT access to the highway facility for the purposes of inspection, maintenance, and construction, when necessary.

**15. LIMITATIONS.** TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or accept designs, plans specifications, work plans, construction, equipment, installation; (a) exist solely for the benefit and protection of WSDOT; (b) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed; (c) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements; and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal, or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by WSDOT.

**16. NON-COMPLETION OF CONSTRUCTION.** TENANT shall obtain WSDOT's approval of construction drawings, complete construction of the project according to the approved plans, and open the trail to the public within twenty-three (23) months of the effective date of this Lease.

**17. "AS BUILT" PLANS.** Within sixty (60) days of the date the trail construction is completed, TENANT shall provide WSDOT with a complete set of dimensioned "As-Built" scale drawings showing at least the information following: (a) trail centerline; (b) ties to beginning and end of trail; (c) underground utilities; and (d) such other information as WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by WSDOT. In the event TENANT fails to provide such plans within the prescribed time period, TENANT hereby agrees that WSDOT shall have the right, at its option, to contract with a consultant in order to secure such plans and TENANT agrees to reimburse WSDOT for all costs incurred in obtaining said plans within thirty (30) calendar days of the date of WSDOT's invoice.

**18. LIENS.**

A. TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, maintenance, or installation of structures, improvements, equipment, or facilities on or within the Premises, and from the cost of defending against such claims, including attorney fees.

B. In the event a lien is filed upon the Premises, TENANT shall: (a) record a valid Release of Lien; (b) deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim;

or (c) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

C. Should TENANT fail to accomplish Section B.(a), (b), or (c) above within fifteen (15) calendar days after the filing of such a lien, the Lease shall be in default per **Section 6.A.(4)**.

**19. ENCUMBRANCES.** It is expressly understood that TENANT shall not encumber the Premises.

**20. WSDOT'S RIGHT OF ENTRY/INSPECTION.** WSDOT, for itself, its agents, and contractors and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, to perform security audits, such as Homeland Security, or to perform environmental reviews. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by TENANT. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. In addition, WSDOT and the FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements. Further, this right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the condition of the Premises.

**21. INSURANCE.**

A. TENANT warrants that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's insurance policy must provide liability coverage for the Premises, including general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. All per occurrence and aggregated limits required hereunder shall apply solely to the Premises which are the subject of this Lease. Coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis. TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises within ten (10) calendar days of WSDOT's written request to do so.

B. TENANT assumes all obligations for premium payment, and in the event of non-payment is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement in the event TENANT fails to pay the policy premiums.

C. Coverage, if obtained by TENANT in compliance with the Section, shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

D. In the event TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage, TENANT will promptly notify WSDOT, promptly secure insurance coverage as designated herein or as amended by WSDOT and promptly provide a certificate of insurance from an insurer licensed to conduct business in the state of Washington, to the satisfaction of WSDOT. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate Services Office, P.O. Box 47338 Olympia, WA 98504-7338, with no less than thirty (30) calendar day's written notice before any cancellation of the coverage required herein.

## **22. HOLD HARMLESS/INDEMNIFICATION.**

A. TENANT, its successors, and assigns, will protect, save, and hold harmless WSDOT, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. TENANT further agrees to defend WSDOT, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents, or employees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, and/or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, and employees.

B. WAIVER: TENANT 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 while occupying the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this Lease.

**23. NONDISCRIMINATION.** TENANT, for itself, its successors, and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements including, but not limited to, chapter 49.60 RCW.

**24. ASSIGNMENT.** Tenant shall not assign, sublet, or transfer this Lease nor any rights created by it without WSDOT's prior written approval.

**25. SURRENDER OF PREMISES/REMOVAL OF TENANT'S IMPROVEMENTS/PERSONAL PROPERTY.**

A. Upon termination of this Lease, TENANT shall cease its operations on and/or use of the Premises. In the event TENANT fails to vacate the Premises on the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the Premises by the public.

B. Upon termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore grades and on limited access highways also to relocate WSDOT's fences, if any, to their configurations prior to TENANT's occupancy. This work is to be done at TENANT's sole expense to the satisfaction of WSDOT.

C. Upon termination of this Lease TENANT agrees, if so requested by WSDOT, to obliterate the trail, remove all improvements and personal property, and/or provide erosion control treatment at its own expense and to WSDOT's satisfaction, returning the right of way to its original condition before the construction of the trail.

D. TENANT shall accomplish the above work by the date of termination. If, after termination of this Lease, TENANT has not removed its improvements and/or personal property and returned the right of way to its original condition, if requested to do so, within the time allowed, WSDOT may, but need not, remove and dispose of said improvements and/or personal property and return the right of way to its original condition at the expense of TENANT, and TENANT shall reimburse WSDOT for any and all expenses incurred by WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of the date of WSDOT's invoice.

**26. NO RELATIONSHIP ESTABLISHED.** WSDOT shall in no event be construed to be a partner with, associate, or joint venture of TENANT or any party associated with TENANT. TENANT shall not create any obligation or responsibility on behalf of WSDOT or bind WSDOT in any manner.

**27. TRANSPORTATION PURPOSES.**

A. TENANT and WSDOT hereby affirm that upon termination or expiration of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section “4f”). If this Lease is terminated for highway construction and WSDOT or authorized local, state, or federal official having jurisdiction of the land or a court of competent jurisdiction determines that replacement of the trail is required under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and promptly replace the trail as required and pay all such costs in accordance with Section 6.C. of this Lease.

B. TENANT further acknowledges, agrees, and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-1, sections 4-11 (see section 8(f)(3) within state owned right of way; such funds may be used outside of the state owned right of way).

**28. CONDITION OF THE PROPERTY.** WSDOT and TENANT acknowledge that they have jointly examined the Premises identified in **Exhibit “A”**, attached hereto, and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease.

**29. BINDING CONTRACT.** This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation, or such Secretary’s duly authorized representative.

**30. ATTORNEYS’ FEES.** In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney’s fees and costs.

**31. MODIFICATIONS.** This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by written amendment, signed by all authorized parties thereto.

**32. INTERPRETATION.** This Lease shall be governed by and interpreted in accordance with the laws of the state of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

**33. SEVERABILITY.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**34. VENUE.** TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

**35. TOTALITY OF AGREEMENT.** It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

**36. MEMORANDUM OF LEASE.** The parties hereby agree to execute and record a memorandum of lease, if either party so requests.

**37. NOTICES.** Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the addresses listed below, unless a different address has been designated in writing and delivered to the other party.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)  
 Attn.: Property Management Program Manager  
 P. O. Box 47338  
 Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)  
 Attn.: Property Management Program Manager  
 7345 Linderson Way SW  
 Tumwater, WA 98501

TENANT: CITY OF MARYSVILLE  
 Attn: Public Works Director  
 80 Columbia Ave.  
 Marysville, WA 98270

Signatures:

CITY OF MARYSVILLE

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

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

Dated: \_\_\_\_\_

Accepted and Approved by:

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

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

Michael Cotten

Title: Region Administrator, Northwest Region

Dated: \_\_\_\_\_

APPROVED AS TO FORM

Any material modification requires  
additional approval by the Office of the  
Attorney General.

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

Assistant Attorney General

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



AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON )

) ss

COUNTY OF SNOHOMISH)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_, to me known to be the duly appointed \_\_\_\_\_ of \_\_\_\_\_, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
(Print or type name)  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON )

) ss

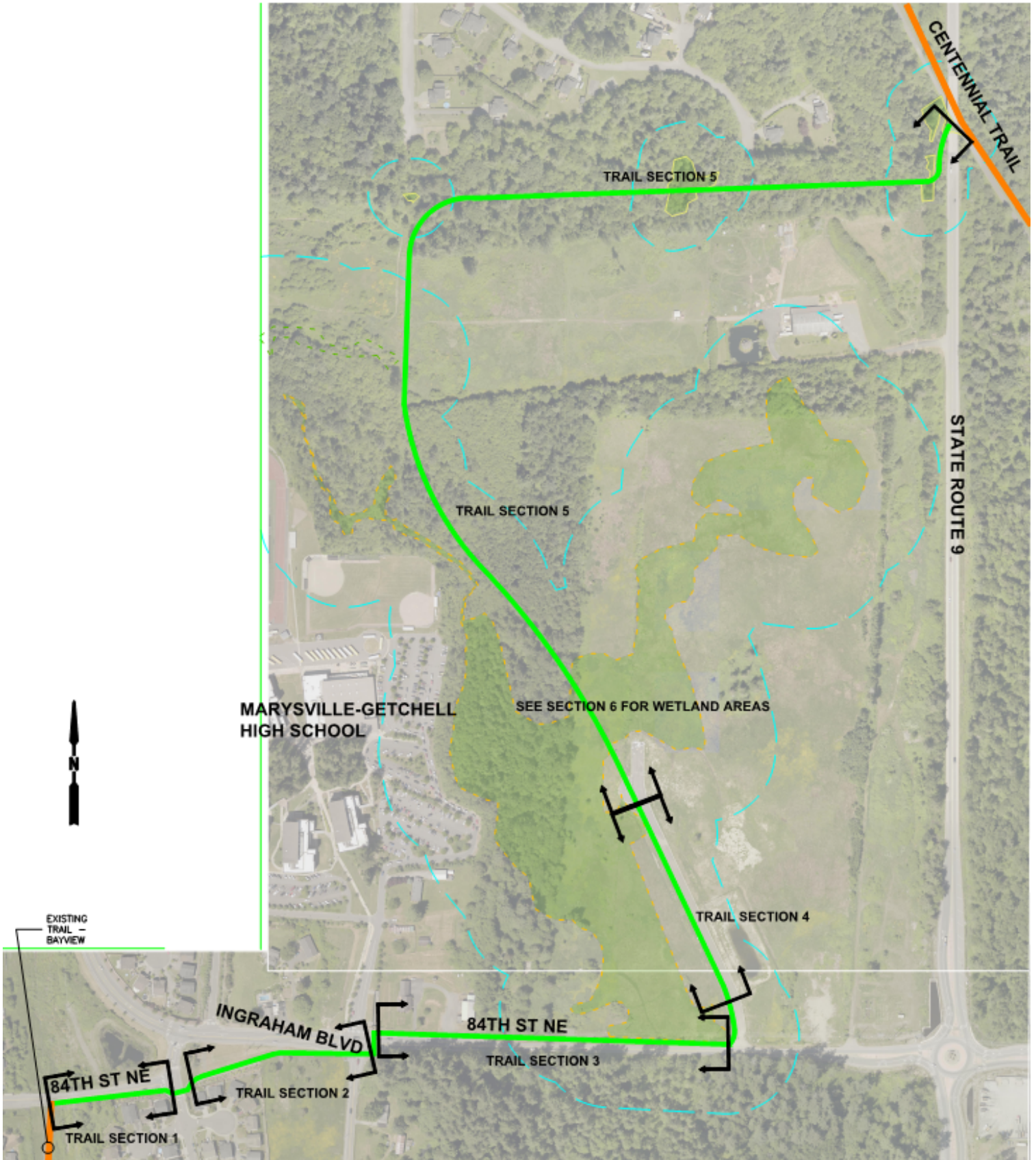
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared Michael Cotten, to me known to be the duly appointed Region Administrator, Northwest Region, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(Print or type name)  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



Parcel Sketch

**CENTENNIAL TRAIL  
(ABANDONED NORTHERN  
PACIFIC RAILWAY**

**CENTENNIAL  
TRAILS HOA  
2000008235004**

LEASE AREA  
3832.35 FT<sup>2</sup>  
.088 ACRES

267.7382

245.0348

58.00'

**WSDOT**

**CITY OF  
MARYSVILLE  
30051300300700**

15.0000

Wolfe

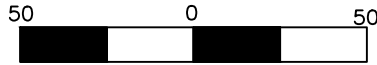
**EXHIBIT A**

Lease #: TR-01-14228

ICN: 1-31-15792

City of Marysville

Page 2 of 2



centennial\_Trail\_Connection\CAD\WSDOT\_ Exhibit 2.dwg

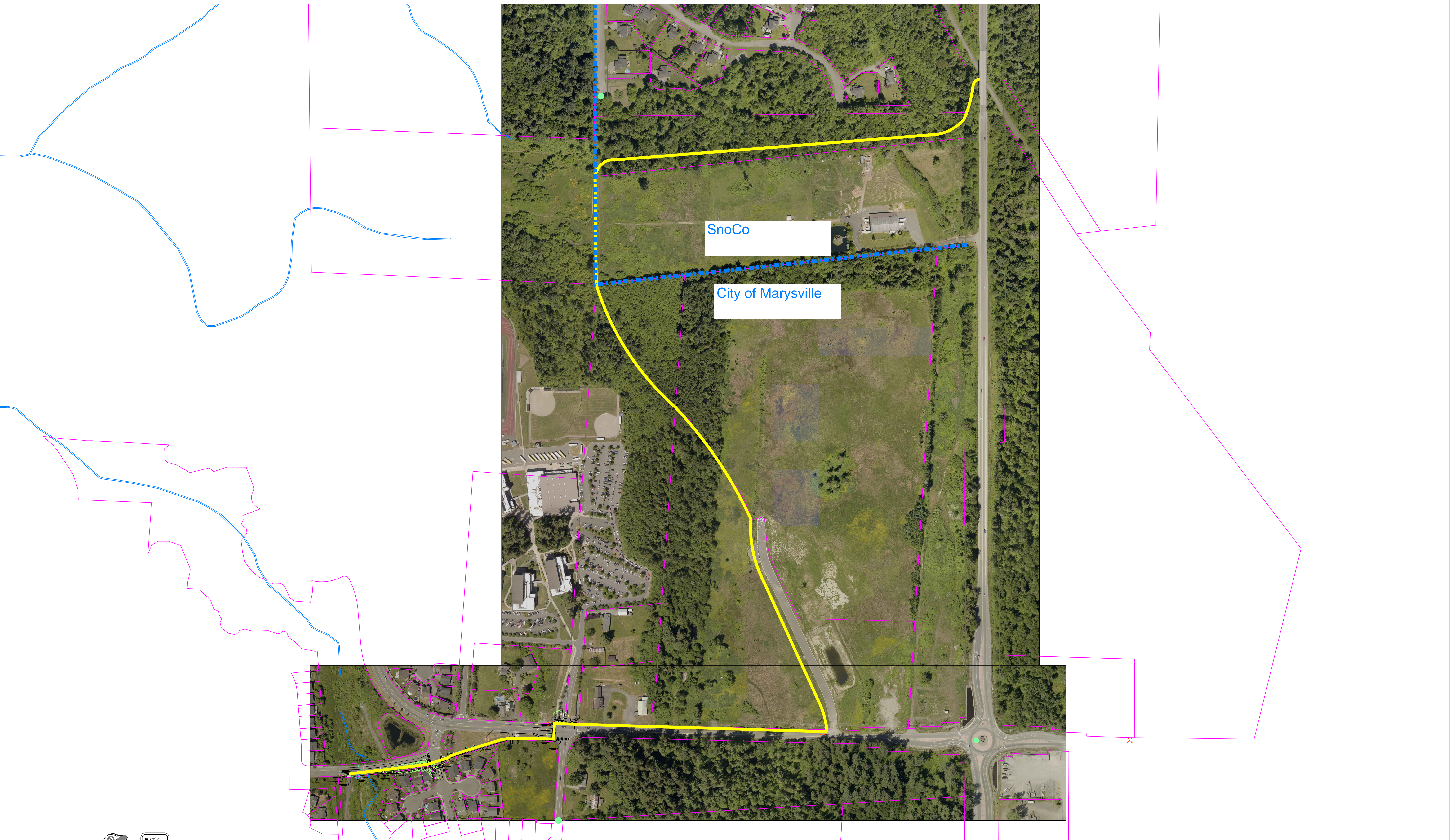


**PUBLIC WORKS DEPARTMENT**  
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100

**RIGHT-OF-WAY EXHIBIT MAP**  
**WSDOT TRAIL LEASE**  
**CITY OF MARYSVILLE**

10/14/2019  
DATE  
1 of 1  
NUMBER

S:\Eng\Projects\Parks\Bayview Ridge Trail\Phase III - Centennial Trail Connection\CAD\Bayview\_Centennial Trail Connector 2018.dwg



CALL BEFORE YOU DIG  
1-800-424-5555

ELEVATION DATUM IS NAVD 1988

REVISIONS	DATE	DESIGN BY:	1/8/2018
1.		ENGINEERING CHECKER:	
2.		CONSTRUCTION SUPERVISOR:	
3.		OPERATIONS MANAGER:	
4.		P.W. SUPERINTENDENT:	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007  
BY KEVIN NIELSEN, PE, CITY ENGINEER  
CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

**CITY OF MARYSVILLE**  
**PUBLIC WORKS DEPARTMENT**  
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100

HOR SCALE  
VER SCALE  
DWG. NO.  
SHEET of

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL****EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: October 12, 2020**

<b>AGENDA ITEM:</b>	
Purchase of Wetland Mitigation Credits for the Centennial Trail Connector Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Woods, Project Engineer	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Buy/Sell Agreement, Vicinity Map	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
P1601.31000076.563000	\$290,025.00
<b>SUMMARY:</b>	

In accordance with the City’s environmental permitting requirements, the City is obligated to mitigate for impacts to sensitive areas that will occur as a result of the upcoming Centennial Trail Connector Project. The City determined that the most cost-efficient way to do so would be through a purchase of wetland mitigation “credits” from an approved wetland bank.

The attached Buy/Sell Agreement between the City and Mitigation Banking Services, LLC is for the purchase of 1.289 mitigation credits at an overall purchase price of \$290,025.00 for mitigation of impacts to the buffers of three Category II and III wetlands which are located in the path of the proposed trail project.

**RECOMMENDED ACTION:** Staff recommends that Council authorize the Mayor to sign and execute the enclosed Buy/Sell Agreement with Mitigation Banking Services, LLC, for the purchase of 1.289 wetland credits in the amount of \$290,025.00, thereby mitigating unavoidable wetland impacts arising from the Centennial Trail Connector Project.

**PROPOSED MOTION:** I move to authorize the Mayor to sign and execute the agreement.

**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT  
MITIGATION BANKING SERVICES**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between Mitigation Banking Services, LLC, a Washington limited liability company (“MBS” or “Credit Seller”), and the City of Marysville, a political subdivision of the State of Washington (“Buyer”) (collectively “Parties”).

**1. RECITALS**

- 1.1. Mitigation Banking Services, LLC has been contracted by the Snohomish Basin Mitigation Bank (“SBMB”) and the Skykomish Habitat Mitigation Bank (“SHMB”) to market and sell their mitigation credits.
- 1.2. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), the SBMB and SHMB have been established.
- 1.3. The SBMB and SHMB are established to operate within a portion the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the banks “Service Area.”
- 1.4. The purpose of the SBMB and SHMB are to provide off-site mitigation for unavoidable impacts to wetlands and other critical area associated with certain development activity within the Service Area.
- 1.5. The SBMB and SHMB are authorized by the Permitting Authorities to sell and transfer wetland and critical area mitigation credits for permits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.6. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands or other critical areas and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.7. Buyer wishes to purchase from MBS and MBS wishes to sell to Buyer Mitigation Credits from the SBMB and or the SHMB for the Project on the terms and conditions contained in this Agreement.



2. **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Credit Seller and Buyer agree as follows:

2.1. **Purchase/Sale of Mitigation Credits**

2.1.1. **Purchase/Sale.** Credit Seller hereby sells to Buyer and Buyer hereby buys from Credit Seller: 1.289 Mitigation Credits from the Snohomish Basin Mitigation Bank upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).

2.1.2. **Purchase Price.** The cost per full credit from the SHMB and SBMB is \$225,000. Therefore, the purchase price for the Project Mitigation Credits shall be: Two-Hundred and Ninety Thousand and Twenty-Five and 00/100 Dollars (U.S. \$290,025.00) (“Purchase Price”).

2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Credit Seller within 30 days of the effective date.

2.2. **Buyer’s Obligations/Limitation on Transfer of Mitigation Credits/Project Information.**

2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Credit Seller provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Credit Seller shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

2.2.2. **Project.** *[to be completed by Buyer]* The Project, Permit(s), and related information is as follows:

- Buyer’s name, address, & telephone number: City of Marysville, Attn: Kyle Woods, 1049 State Avenue, Marysville, WA 98270  
\_\_\_\_\_  
\_\_\_\_\_
- Permitting Agency(ies) name(s), address(es), telephone number(s): City of Marysville, 80 Columbia Avenue, Marysville, WA 98270

Snohomish County PDS, Attn: Sean Curran, 3000 Rockefeller Avenue, M/S 604, Second Floor Robert Drewel Building, Everett, WA 98201

US Army Corps of Engineers, Regulatory Branch, Attn: Katie Heard, PO Box 3755, Seattle, WA 98124-3755

- Permit(s) Number(s) Date of Permit:
 

Permit Agency	Number	Date of Issuance
<u>City of Marysville</u>	<u>PA 19-019</u>	<u>8-22-19</u>
<u>Snohomish County</u>	<u>20108371 LDA</u>	<u>to be issued</u>
<u>US Army Corps of Engineers</u>	<u>NWS-2019-484</u>	<u>10-28-19</u>
- Project Name & Location: City of Marysville Centennial Trail Connector, located northwest of the intersection of State Route 9 and 84<sup>th</sup> Street Northeast (parcel #30052400200700, 30052400200500, 30051300300700 and 30051300300800 and within right-of-way of 84<sup>th</sup> Street Northeast and State Route 9)

Brief Description of Impact(s) to be Compensated for by the Project Mitigation Credits: Impacts to be compensated for by the project mitigation bank credits include: direct impacts to 0.289 acres of Category II wetlands, direct impacts to 0.022 acres of Category III wetlands, indirect impacts to 1.271 acres of Category II wetlands, indirect impacts to 0.018 acres of Category III wetlands, and permanent impacts to 0.764 acres of wetland buffer.

- 2.2.3. **Disclosure.** Buyer acknowledges and agrees that Credit Seller may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Snohomish County Auditor, and the Permitting Authorities.

### 2.3. *Title/Risk of Loss*

- 2.3.1. **Conveyance.** Upon receipt of payment Credit Seller shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Credit Seller to the Buyer and Permitting Authorities notifying them that credits have been transferred from the banks to the Buyer for the permits and projects detailed in Section 2.2.2
- 2.3.2. **Risk of Loss.** Credit Seller shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

### 2.4. *Representations and Warranties*

Credit Seller represents and warrants to Buyer that:

- 2.4.1. Credit Seller is authorized by the SBMB and the SHMB to sell and transfer wetland and critical area mitigation credits for permits from those banks to the Buyer.

### 2.5. *Closing*

- 2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project

Mitigation Credits (“Closing”) shall occur when the Credit Seller receives a check for the purchase amount, under the terms of this Agreement

2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Credit Seller and Buyer.

## 2.6. *Notice*

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Credit Seller: Mitigation Banking Services, LLC  
PO BOX 354  
Kirkland, WA 98083

2.6.3. If to Buyer: As provided in Section 2.2.2 above.

## 2.7. *Miscellaneous*

2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Credit Seller and Buyer have executed this Agreement.

2.7.2. **Assignment.** Buyer’s rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Credit Seller, which shall be in Credit Seller’s reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties’ respective successors and assigns.

2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.

2.7.4. **Confidentiality.** The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities.


2.7.5. **Time.** Time is of the essence of this Agreement.

2.7.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

- 2.7.7. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- 2.7.8. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.
- 2.7.9. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.
- 2.7.10. **Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 2.7.11. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.
- 2.7.12. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.
- 2.7.13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Credit Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 2.7.14. **Counterparts/Faxes.** This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

“MBS” OR “CREDIT SELLER”  
MITIGATION BANKING SERVICES, LLC, Credit Seller

By   
Zach Woodward, Manager MBS  
[print name and title]

7-27-2020  
Date

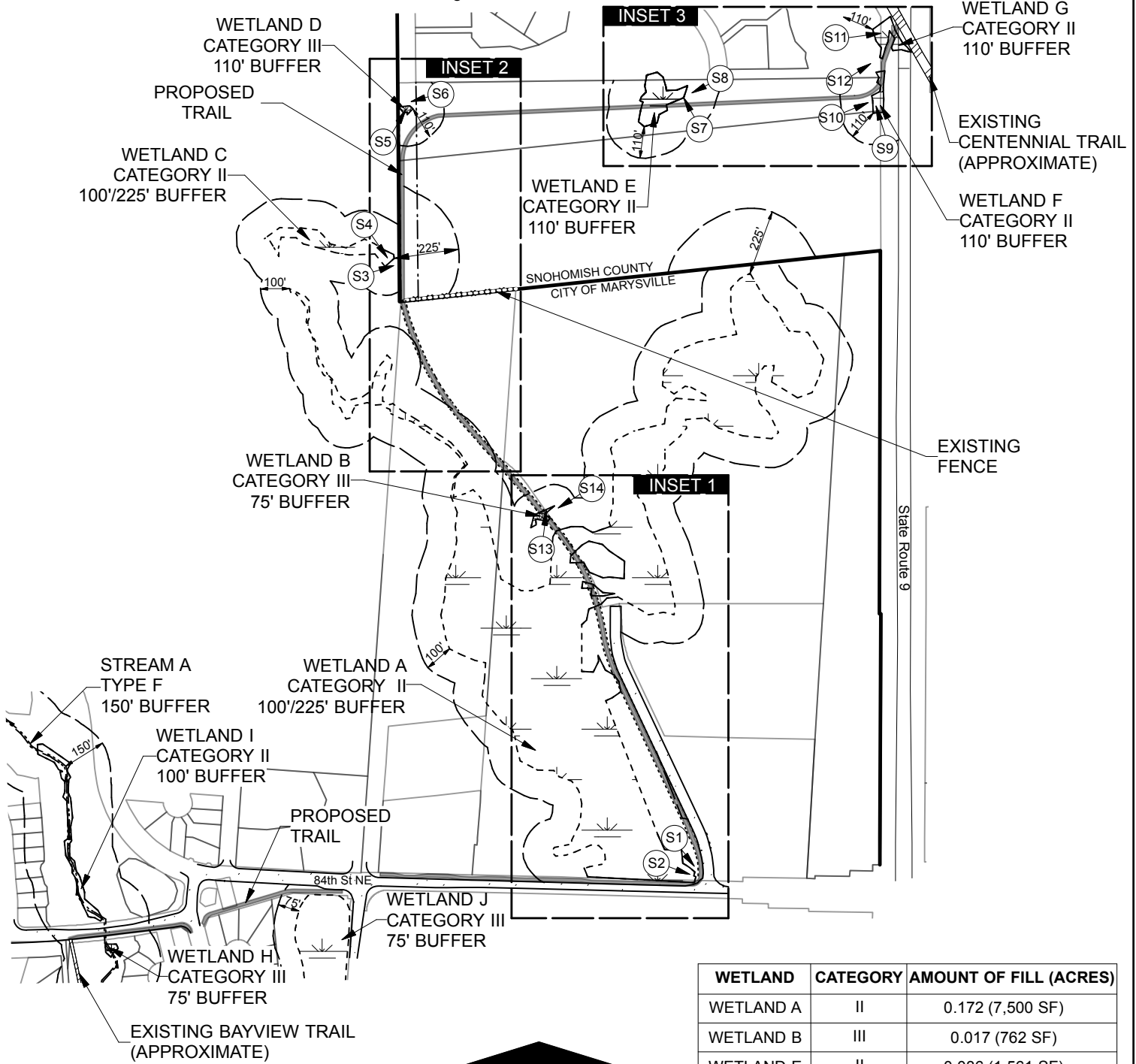
“BUYER”

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
[print name and title]

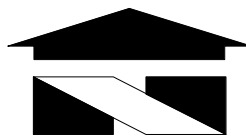
\_\_\_\_\_  
Date

**MITIGATION PLAN MAP**  
 City of Marysville - Centennial Trail Connector  
 Section 13, 24 Township 30N, Range 05E, W.M.  
 Latitude: 48.0794813 N  
 Longitude: -122.1152670 W



WETLAND	CATEGORY	AMOUNT OF FILL (ACRES)
WETLAND A	II	0.172 (7,500 SF)
WETLAND B	III	0.017 (762 SF)
WETLAND E	II	0.036 (1,561 SF)
WETLAND F	II	0.019 (824 SF)
WETLAND G	II	0.012 (519 SF)
<b>TOTAL PROPOSED WETLAND FILL =</b>		<b>0.256 (11,166 SF)</b>

LEGEND	
	DELINEATED WETLAND BOUNDARY
	APPROX. WETLAND BOUNDARY
	STREAM
	BUFFER
	DATA SITES
	EXISTING FENCE
	TRAIL EASEMENT
	UTILITY EASEMENT



**Scale 1" = 500'**



**Corps Reference #**

**Applicant:**  
 City of Marysville  
 Attn: Kyle Woods  
 1049 State Avenue  
 Marysville, WA 98270

**Date:** 1/2/2019

**Location:** Snohomish County Parcel #s:  
 30051300300700, 30051300300800,  
 30052400200700, 30052400200500

State Route 9, 84th ST NE

**Lat/Long:** 48.0794813 N -122.1152670 W

**Proposed Project:** Centennial Trail Connector

**In:** WRIA 7  
**Local Jurisdiction:** City of Marysville and Snohomish County  
**County:** Snohomish  
**State:** Washington

**Sheet 1/2**

*Update*  
*Index #14*



**MARYSVILLE**  
**WASHINGTON**

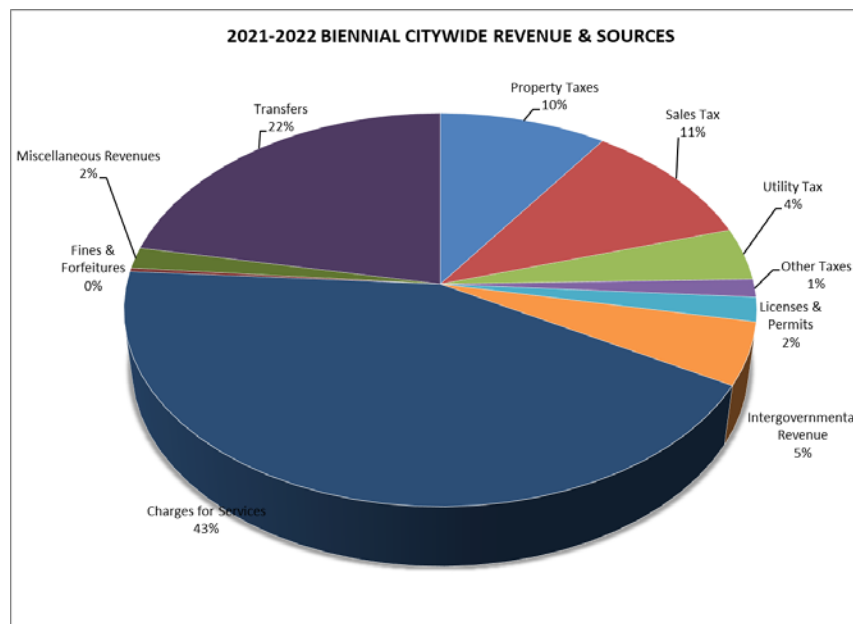
**CITY OF MARYSVILLE**

**PRELIMINARY**  
**BIENNIAL BUDGET**  
**WORKSHOP**



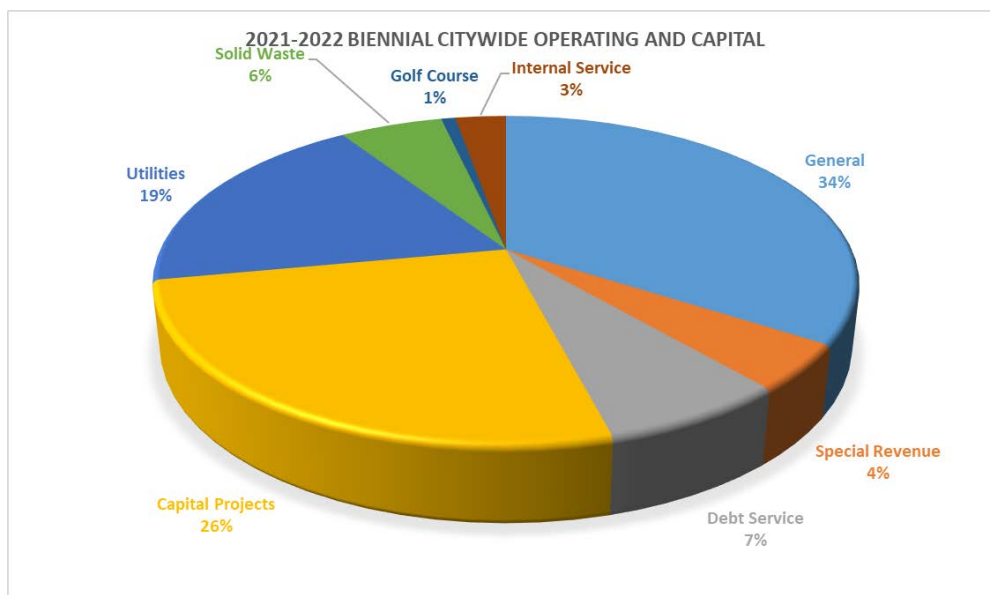
2021-2022 BIENNIAL BUDGET SUMMARY - ALL FUNDS

DEPARTMENT	BEGINNING FUND BALANCE	2021-2022 REVENUE BEFORE REQUESTS	2021-22 BUDGET REQUEST (REVENUE)	2021-2022 REVENUE
001 General Fund	12,980,033	103,568,262	50,000	103,618,262
005 General Cum. Reserve	10,294,671	6,100,000	-	6,100,000
101 City Street	-	3,091,929	-	3,091,929
102 Arterial Street	-	-	-	-
103 Drug Enforcement	92,039	20,300	-	20,300
104 Tribal Gaming Fund	6,997	75	-	75
105 Hotel/Motel Tax Fund	117,215	221,000	-	221,000
106 KBCC	-	-	-	-
108 I/NET	519,120	229,000	-	229,000
109 CDBG Program	-	690,000	-	690,000
110 GMA-REET I	2,727,730	2,735,000	-	2,735,000
111 GMA-REET II	2,807,843	2,735,000	-	2,735,000
114 TBD	2,421,041	5,036,059	-	5,036,059
115 Affordable House	52,786	630,980	-	630,980
116 School Mitigation	-	4,500,000	-	4,500,000
206 LTGO Debt Service	95,503	12,135,988	-	12,135,988
271 LID 71 Debt Service	72,088	724,560	-	724,560
299 LID Guaranty Fund	643,414	10,000	-	10,000
305 Street Capital Imprvmnts	4,418,616	14,497,083	-	14,497,083
310 Parks Capital Imprvmnts	204,589	2,690,000	-	2,690,000
314 City Facilities	17,688,225	14,328,047	-	14,328,047
401 Water/Sewer Operating	11,703,663	59,633,661	218,750	59,852,411
402 Utility Construction	10,917,326	20,680,475	-	20,680,475
410 Garbage & Refuse	4,686,461	16,906,575	2,832,258	19,738,833
420 Golf Course Operating	237,728	2,402,010	-	2,402,010
450 Utility Debt Service Fund	2,243,977	10,445,164	-	10,445,164
501 Fleet Services	784,653	3,140,035	1,180,000	4,320,035
502 Facilities Maintenance	61,739	1,333,521	-	1,333,521
503 Information Services	135,643	2,718,715	530,672	3,249,387
510 Unemployment Insurance	82,915	69,436	-	69,436
511 Liability Insurance	266,842	1,603,800	-	1,603,800
512 Medical Insurance	1,062,627	11,138,047	-	11,138,047
<b>TOTAL ALL FUNDS</b>	<b>87,325,485</b>	<b>304,014,722</b>	<b>4,811,680</b>	<b>308,826,402</b>
<b>TOTAL BUDGET</b>				<b>396,151,887</b>



2021-2022 BIENNIAL BUDGET SUMMARY - ALL FUNDS

DEPARTMENT	BEGINNING FUND BALANCE	2021-2022 EXPENDITURES BEFORE REQUESTS	2021-22 BUDGET REQUEST (EXPENSE)	2021-2022 EXPENDITURES	ENDING FUND BALANCE
001 General Fund	12,980,033	107,572,259	1,636,496	109,208,755	7,389,540
005 General Cum. Reserve	10,294,671	13,485,805	-	13,485,805	2,908,866
101 City Street	-	3,091,929	-	3,091,929	-
102 Arterial Street	-	-	-	-	-
103 Drug Enforcement	92,039	80,000	-	80,000	32,339
104 Tribal Gaming Fund	6,997	7,072	-	7,072	-
105 Hotel/Motel Tax Fund	117,215	220,000	-	220,000	118,215
106 KBCC	-	-	-	-	-
108 I/NET	519,120	442,000	-	442,000	306,120
109 CDBG Program	-	690,000	-	690,000	-
110 GMA-REET I	2,727,730	2,932,116	-	2,932,116	2,530,614
111 GMA-REET II	2,807,843	2,932,116	-	2,932,116	2,610,727
114 TBD	2,421,041	4,150,000	-	4,150,000	3,307,100
115 Affordable House	52,786	590,000	-	590,000	93,766
116 School Mitigation	-	4,500,000	-	4,500,000	-
206 LTGO Debt Service	95,503	12,132,988	-	12,132,988	98,503
271 LID 71 Debt Service	72,088	764,010	-	764,010	32,638
299 LID Guaranty Fund	643,414	20,000	-	20,000	633,414
305 Street Capital Imprvmnts	4,418,616	18,867,238	-	18,867,238	48,461
310 Parks Capital Imprvmnts	204,589	2,701,645	-	2,701,645	192,944
314 City Facilities	17,688,225	32,016,272	-	32,016,272	-
401 Water/Sewer Operating	11,703,663	57,696,323	2,271,572	59,967,895	11,588,179
402 Utility Construction	10,917,326	16,532,184	-	16,532,184	15,065,617
410 Garbage & Refuse	4,686,461	14,673,856	3,486,836	18,160,692	6,264,602
420 Golf Course Operating	237,728	2,304,088	183,000	2,487,088	152,650
450 Utility Debt Service Fund	2,243,977	10,346,764	-	10,346,764	2,342,377
501 Fleet Services	784,653	3,136,901	1,186,624	4,323,525	781,163
502 Facilities Maintenance	61,739	1,332,225	1,399	1,333,624	61,636
503 Information Services	135,643	2,709,267	530,672	3,239,939	145,091
510 Unemployment Insurance	82,915	50,000	-	50,000	102,351
511 Liability Insurance	266,842	1,350,940	-	1,350,940	519,702
512 Medical Insurance	1,062,627	9,769,408	-	9,769,408	2,431,266
<b>TOTAL ALL FUNDS</b>	<b>87,325,485</b>	<b>327,097,406</b>	<b>9,296,599</b>	<b>336,394,005</b>	<b>59,757,882</b>
<b>TOTAL BUDGET</b>					<b>396,151,887</b>

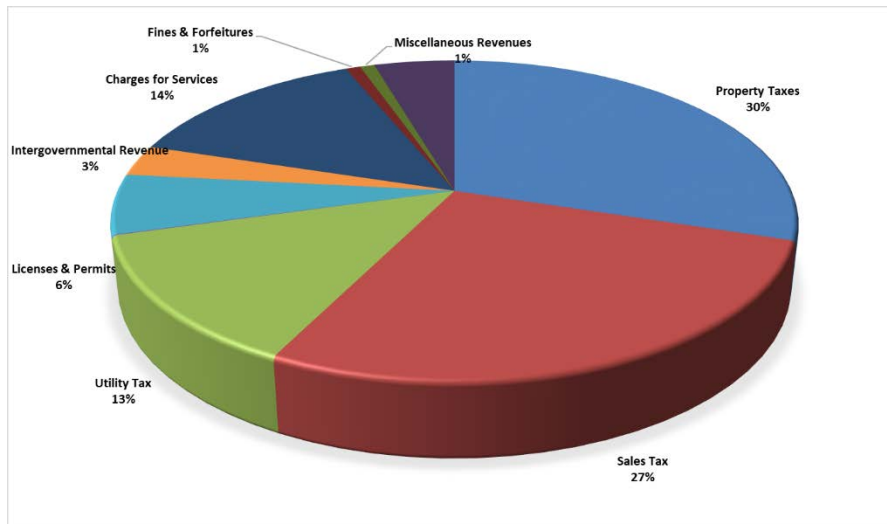


## 2021-2022 OPERATING AND CAPITAL BUDGET SUMMARY

Fund Type	Description	Amended 2019/2020 Budget	Preliminary 2021/2022 Budget	% Change
<b>Operating Budget</b>				
General	General	110,308,288	109,208,755	-1.0%
Special Revenue	Streets*	9,716,092	3,091,929	-68.2%
Debt Service	LTGO	9,177,399	12,132,988	32.2%
	LID71	1,411,225	764,010	-45.9%
	LID Guaranty	10,000	20,000	100.0%
Enterprise	Water Sewer Operating	63,966,466	59,967,895	-6.3%
	Solid Waste Management	15,276,106	18,160,692	18.9%
	Golf Course Operating	2,506,215	2,487,088	-0.8%
	Water/Sewer Debt Svc.	10,447,280	10,346,764	-1.0%
Internal Service	Fleet Services	5,147,613	4,323,525	-16.0%
	Facilities Maintenance	1,194,328	1,333,624	11.7%
	Information Services	3,652,017	3,239,939	-11.3%
	Unemployment Insurance	50,000	50,000	0.0%
	Liability Insurance	1,223,324	1,350,940	0.0%
	Medical Insurance	-	9,769,408	0.0%
<b>Total Operating Budgets</b>		<b>234,086,352</b>	<b>236,247,557</b>	<b>0.9%</b>
<b>Capital Budget</b>				
	General Reserves	6,795,910	13,485,805	98.4%
	Arterial Streets	2,800,000	-	-100.0%
	Other Special Revenue	8,934,021	12,393,304	38.7%
	Marysville TBD	5,945,000	4,150,000	-30.2%
	Streets Construction	33,406,613	18,867,238	-43.5%
	Parks Construction	6,060,394	2,701,645	-55.4%
	Facilities Construction	43,000,000	32,016,273	0.0%
	Utilities Construction	14,180,000	16,532,184	16.6%
<b>Total Capital Budgets</b>		<b>121,121,937</b>	<b>100,146,449</b>	<b>-17.3%</b>
<b>Total 2021-2022 Budget</b>		<b>355,208,290</b>	<b>336,394,006</b>	<b>-5.3%</b>
<i>*Streets moved to the General Fund 2021</i>				

GENERAL FUND REVENUE SUMMARY  
2021 AND 2022 OPERATING BUDGET

001 GENERAL FUND	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>REVENUE SOURCES:</b>									
311 General Property Taxes	17,726,207	18,209,589	18,414,572	18,414,572	14,126,791	15,274,891	15,704,958	-17.0%	2.8%
313 Retail Sales & Use Taxes	14,044,197	16,961,178	14,567,592	15,367,592	14,417,353	13,338,866	15,115,985	-13.2%	13.3%
316 Business Taxes	6,470,971	6,459,329	7,356,300	7,356,300	6,459,329	6,782,295	6,888,043	-7.8%	1.6%
317 Excise Tax	12,424	10,611	8,500	8,500	10,611	11,142	10,611	31.1%	-4.8%
318 Other Taxes	250,512	235,196	260,000	260,000	100,000	-	50,000	-100.0%	100.0%
<b>310 TAXES</b>	<b>38,504,311</b>	<b>41,875,903</b>	<b>40,606,964</b>	<b>41,406,964</b>	<b>35,114,084</b>	<b>35,407,194</b>	<b>37,769,597</b>	<b>-14.5%</b>	<b>6.7%</b>
321 Business Licenses & Permits	1,273,186	1,245,717	1,335,423	1,335,423	1,245,717	1,308,003	1,320,632	-2.1%	1.0%
322 Non-Business Licenses & Permits	1,063,331	1,777,464	853,800	853,800	1,777,464	1,866,336	1,777,464	118.6%	-4.8%
<b>320 LICENSES AND PERMITS</b>	<b>2,336,517</b>	<b>3,023,181</b>	<b>2,189,223</b>	<b>2,189,223</b>	<b>3,023,181</b>	<b>3,174,339</b>	<b>3,098,096</b>	<b>45.0%</b>	<b>-2.4%</b>
331 Federal Grants - Direct	109,066	38,645	-	-	13,585	-	-	0.0%	0.0%
333 Federal Grants - Indirect	-	8,369	-	-	-	-	-	0.0%	0.0%
334 State Grants - Direct	203,823	141,379	229,275	229,275	974,144	163,000	38,000	-28.9%	-76.7%
335 State Shared Revenues	302,176	301,821	300,000	300,000	305,317	316,912	301,821	5.6%	-4.8%
336 State Entitlements	1,023,506	1,060,385	1,035,700	1,035,700	1,334,295	1,099,554	1,102,485	6.2%	0.3%
337 Interlocal Grants	162,030	161,017	169,395	169,395	160,032	66,691	161,017	-60.6%	141.4%
<b>330 INTERGOVT REVENUE</b>	<b>1,800,601</b>	<b>1,711,616</b>	<b>1,734,370</b>	<b>1,734,370</b>	<b>2,787,373</b>	<b>1,646,157</b>	<b>1,603,323</b>	<b>-5.1%</b>	<b>-2.6%</b>
341 Charges for Service - General Govt	1,918,049	1,763,723	1,869,550	1,869,550	1,629,915	1,685,231	1,766,014	-9.9%	4.8%
342 Charges for Service - Public Safety	768,299	654,954	844,725	844,725	523,531	494,290	543,015	-41.5%	9.9%
343 Charges for Service - Environment	1,250	2,250	1,000	1,000	1,575	1,654	2,250	65.4%	36.0%
345 Charges for Service - Economic	1,168,588	1,566,640	900,000	900,000	1,671,640	1,566,222	1,491,640	74.0%	-4.8%
347 Charges for Service - Recreation	433,333	476,545	357,800	357,800	70,512	77,523	77,523	-78.3%	0.0%
349 Charges for Interfund Services	3,101,720	3,410,602	3,677,451	3,677,451	3,351,344	3,367,021	3,388,851	-8.4%	0.6%
<b>340 CHARGES FOR SERVICES</b>	<b>7,391,239</b>	<b>7,874,714</b>	<b>7,650,526</b>	<b>7,650,526</b>	<b>7,248,517</b>	<b>7,191,941</b>	<b>7,269,293</b>	<b>-6.0%</b>	<b>1.1%</b>
352 Civil Penalties	5,394	7,347	4,500	4,500	7,347	7,714	7,347	71.4%	-4.8%
353 Non-Parking Infractions	255,626	377,259	240,500	240,500	230,017	158,448	377,257	-34.1%	138.1%
354 Parking Infraction Penalties	14,932	12,728	10,000	10,000	8,196	5,346	12,728	-46.5%	138.1%
355 Criminal Traffic Misdemeanors	58,791	68,935	42,500	42,500	37,852	28,952	68,935	-31.9%	138.1%
356 Non-Traffic Misdemeanors	59,005	71,622	48,000	48,000	33,082	30,082	71,622	-37.3%	138.1%
357 Criminal Costs	59,678	63,675	7,000	7,000	30,318	31,834	63,675	354.8%	100.0%
<b>350 FINE &amp; FORFEITS</b>	<b>453,426</b>	<b>601,566</b>	<b>352,500</b>	<b>352,500</b>	<b>346,812</b>	<b>262,376</b>	<b>601,564</b>	<b>-25.6%</b>	<b>129.3%</b>
361 Interest Earnings	363,895	434,791	210,000	210,000	434,791	240,233	238,793	14.4%	-0.6%
362 Rents & Royalties	276,519	237,734	224,600	224,600	85,095	93,979	123,576	-58.2%	31.5%
367 Contributions from Private Sources	46,463	99,384	34,350	34,350	27,465	10,492	17,132	-69.5%	63.3%
369 Other Miscellaneous Revenue	90,998	86,632	36,920	36,920	28,840	30,282	86,789	-18.0%	186.6%
<b>360 MISCELLANEOUS REVENUE</b>	<b>777,875</b>	<b>858,541</b>	<b>505,870</b>	<b>505,870</b>	<b>576,191</b>	<b>374,986</b>	<b>466,290</b>	<b>-25.9%</b>	<b>24.3%</b>
395 Disposition of Capital Assets	12,786	-	-	-	-	-	-	0.0%	0.0%
397 Operating Transfers	177,976	204,317	-	-	96,620	2,372,634	2,330,472	100.0%	-1.8%
<b>390 TRANSFERS-IN</b>	<b>190,762</b>	<b>204,317</b>	<b>-</b>	<b>-</b>	<b>96,620</b>	<b>2,372,634</b>	<b>2,330,472</b>	<b>100.0%</b>	<b>-1.8%</b>
<b>TOTAL REVENUE W/STREETS</b>	<b>51,454,731</b>	<b>56,149,838</b>	<b>53,039,453</b>	<b>53,839,453</b>	<b>49,192,778</b>	<b>50,429,627</b>	<b>53,138,635</b>	<b>-6.3%</b>	<b>5.4%</b>
Less: Streets	-	-	-	-	-	(2,372,634)	(2,330,472)	100.0%	-0.5%
<b>TOTAL REVENUE W/O STREETS</b>	<b>51,454,731</b>	<b>56,149,838</b>	<b>53,039,453</b>	<b>53,839,453</b>	<b>49,192,778</b>	<b>48,056,993</b>	<b>50,808,163</b>	<b>-10.7%</b>	<b>5.7%</b>
Additional Adjustments						35,000	15,000		
<b>Revised Budget</b>						<b>\$ 50,464,627</b>	<b>\$ 53,153,635</b>		



Property Taxes down in 2021/2022 a result of the RFA

Sales Taxes down in 2021/2022 due to the effects of COVID on the economy and the sun setting of the 2010 annexation sales tax credit.

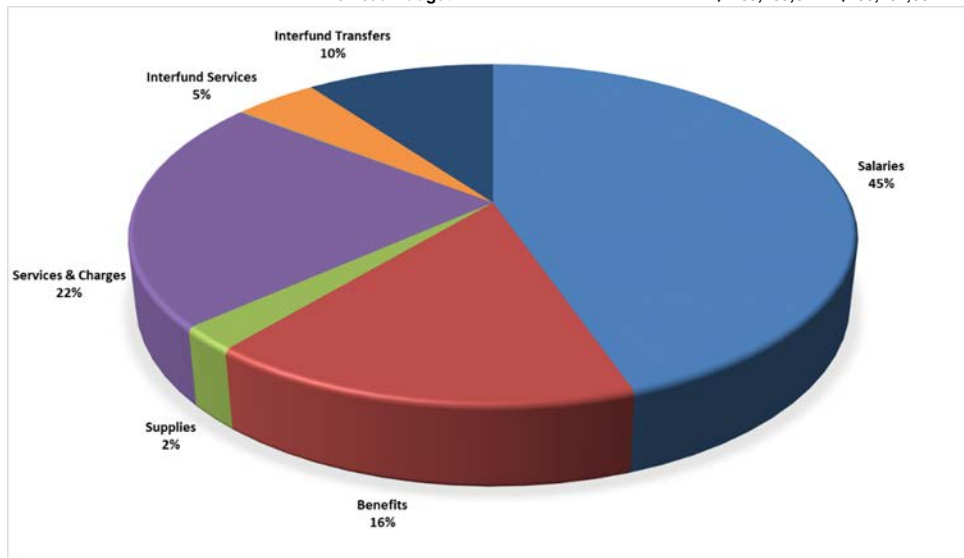
GENERAL FUND EXPENDITURE SUMMARY  
2021 AND 2022 PRELIMINARY OPERATING BUDGET

001 GENERAL FUND	2018	2019	2020	2020	2020	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021	2022		
EXPENDITURES/USES:	Actual	Actual	Budget	Amended Budget	Estimated	Budget	Budget		
11 Regular Pay	16,904,235	17,908,648	19,477,317	19,726,882	19,317,343	21,887,748	22,498,298	11.0%	2.8%
111 Seasonal Pay	357,010	342,910	369,029	369,029	281,826	349,829	349,829	-5.2%	0.0%
12 Overtime	1,347,592	1,172,766	711,675	711,675	1,076,541	736,675	736,675	3.5%	0.0%
<b>10 SALARIES</b>	<b>18,608,837</b>	<b>19,424,324</b>	<b>20,558,021</b>	<b>20,807,586</b>	<b>20,675,710</b>	<b>22,974,252</b>	<b>23,584,802</b>	<b>10.4%</b>	<b>2.7%</b>
21 Social Security	1,350,827	1,407,246	1,503,779	1,518,931	1,468,468	1,673,924	1,722,180	10.2%	2.9%
22 Retirement	1,676,588	1,797,126	1,945,468	1,960,987	1,910,287	2,090,967	2,136,922	6.6%	2.2%
23 Group Health Insurance	3,315,042	3,416,809	3,964,208	4,025,170	3,438,788	3,906,222	3,906,189	-3.0%	0.0%
24 Workman's Compensation	404,441	461,728	755,525	767,958	411,836	598,096	598,096	-22.1%	0.0%
25 Unemployment Compensation	36,495	37,947	25,466	26,223	25,184	28,015	28,748	6.8%	2.6%
251 Paid Family & Medical Leave	651	15,638	27,952	27,952	28,733	43,328	43,258	55.0%	-0.2%
26 Uniforms and Clothing	157,207	138,584	148,580	148,580	156,813	144,018	144,018	-3.1%	0.0%
<b>20 BENEFITS</b>	<b>6,941,251</b>	<b>7,275,078</b>	<b>8,370,978</b>	<b>8,475,801</b>	<b>7,440,109</b>	<b>8,484,570</b>	<b>8,579,411</b>	<b>0.1%</b>	<b>1.1%</b>
31 Office & Operating Supplies	552,985	593,863	572,002	572,002	409,739	830,298	830,298	45.2%	0.0%
32 Fuel Consumed	225,157	208,212	225,920	225,920	174,473	290,131	290,131	28.4%	0.0%
35 Small Tools	85,985	145,003	93,210	117,184	115,197	74,510	74,510	-36.4%	0.0%
<b>30 SUPPLIES</b>	<b>864,127</b>	<b>947,078</b>	<b>891,132</b>	<b>915,106</b>	<b>699,409</b>	<b>1,194,939</b>	<b>1,194,939</b>	<b>30.6%</b>	<b>0.0%</b>
41 Professional Services	1,888,116	2,078,495	2,013,610	2,046,323	1,762,590	1,866,813	1,878,813	-8.8%	0.6%
42 Communication	225,099	234,805	165,593	165,593	244,589	175,193	174,893	5.8%	-0.2%
43 Travel	66,187	65,778	73,310	83,310	58,047	84,310	84,310	1.2%	0.0%
44 Advertising	54,492	64,371	45,900	45,900	25,735	20,212	20,212	-56.0%	0.0%
444 Taxes, Fees, Permits	-	14,549,041	14,406,791	14,030,357	6,253,395	6,990,811	7,224,570	-50.2%	3.3%
45 Operating Rentals & Leases	134,578	119,336	114,200	114,200	99,008	113,700	113,700	-0.4%	0.0%
46 Insurance	327,745	263,496	340,346	340,346	298,004	434,485	434,485	27.7%	0.0%
47 Public Utility Service	147,684	139,484	124,188	124,188	65,300	543,788	543,788	337.9%	0.0%
48 Repairs & Maintenance	236,386	196,971	336,970	336,970	187,150	369,414	369,414	9.6%	0.0%
49 Miscellaneous	537,891	553,327	876,577	978,820	557,616	874,584	874,584	-10.6%	0.0%
<b>40 OTHER SERVICES &amp; CHARGES</b>	<b>3,618,178</b>	<b>18,265,104</b>	<b>18,497,485</b>	<b>18,266,007</b>	<b>9,551,434</b>	<b>11,473,310</b>	<b>11,718,769</b>	<b>-37.2%</b>	<b>2.1%</b>
55 Inter-Governmental Service	14,021,353	-	-	-	-	-	-	0.0%	0.0%
<b>50 INTERGOVERNMENTAL SERVICES</b>	<b>14,021,353</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>
60 Capital Outlay	104,164	1,459,761	1,400	1,400	64,500	45,900	21,400	3178.6%	-53.4%
<b>60 CAPITAL OUTLAYS</b>	<b>104,164</b>	<b>1,459,761</b>	<b>1,400</b>	<b>1,400</b>	<b>64,500</b>	<b>45,900</b>	<b>21,400</b>	<b>3178.6%</b>	<b>0.0%</b>
95 Interfund Rents	13,562	13,562	13,562	13,562	13,562	39,093	39,093	188.3%	0.0%
98 Interfund Repairs & Maintenance	1,290,643	965,796	931,437	931,437	979,171	1,200,004	1,314,216	28.8%	9.5%
99 Other Interfund Services	790,104	877,142	977,012	977,012	977,012	918,005	927,173	-6.0%	1.0%
<b>90 INTERFUND</b>	<b>2,094,309</b>	<b>1,856,500</b>	<b>1,922,011</b>	<b>1,922,011</b>	<b>1,969,745</b>	<b>2,157,102</b>	<b>2,280,482</b>	<b>12.2%</b>	<b>5.7%</b>
<b>0 Operating Transfers</b>	<b>4,049,285</b>	<b>5,371,482</b>	<b>4,655,860</b>	<b>4,815,860</b>	<b>8,640,403</b>	<b>6,375,325</b>	<b>7,487,058</b>	<b>32.4%</b>	<b>17.4%</b>
<b>TOTAL EXPENDITURES W/STREETS</b>	<b>50,301,504</b>	<b>54,599,327</b>	<b>54,896,887</b>	<b>55,203,771</b>	<b>49,041,310</b>	<b>52,705,398</b>	<b>54,866,861</b>	<b>-4.5%</b>	<b>4.1%</b>
Less: Streets	-	-	-	-	-	(5,335,582)	(5,409,016)	0.0%	1.4%
<b>TOTAL EXPENDITURES W/O STREETS</b>	<b>50,301,504</b>	<b>54,599,327</b>	<b>54,896,887</b>	<b>55,203,771</b>	<b>49,041,310</b>	<b>47,369,816</b>	<b>49,457,845</b>	<b>-14.2%</b>	<b>4.4%</b>

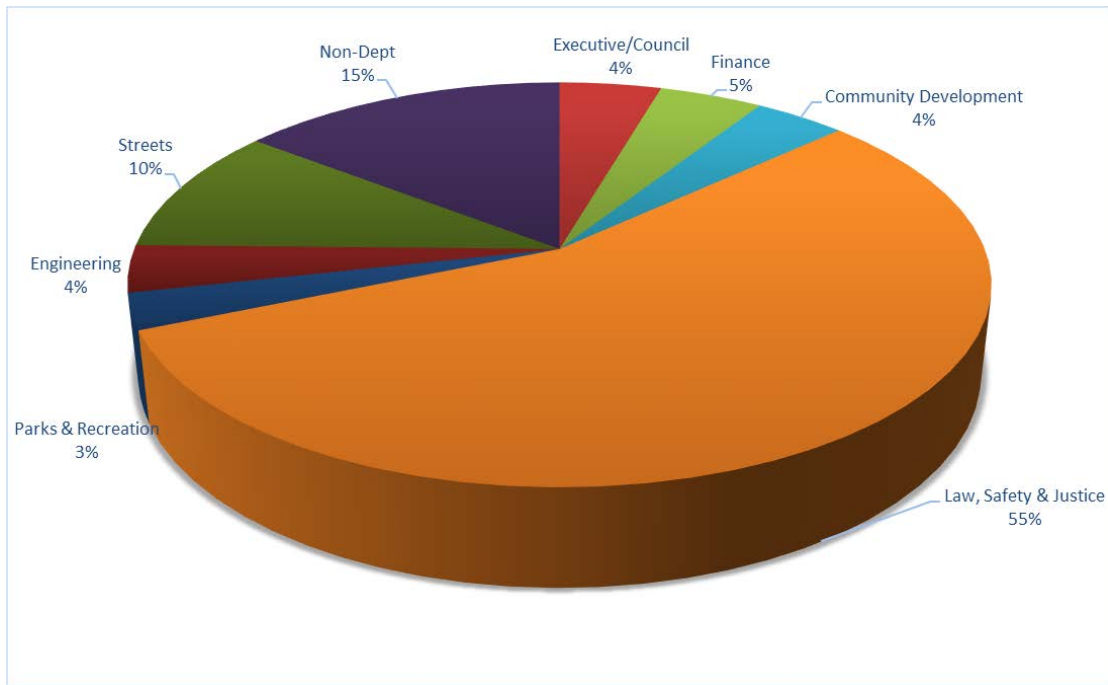
Budget Requests  
Line Item Increases

741,514      251,678  
306,909      336,395  
**\$ 53,753,821    \$ 55,454,934**

Revised Budget



**GENERAL FUND EXPENDITURES BY DEPARTMENT**



Note: Budget requests and line item increases are not included in the graph.

**GENERAL FUND BY DEPARTMENT SUMMARY  
2021 AND 2022 OPERATING BUDGET**

001 GENERAL FUND	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021/2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
EXPENDITURES/USES:									
01 Council	101,896	105,066	112,003	112,003	110,583	109,456	109,540	-2.3%	0.1%
02 Municipal Court	1,904,949	1,936,183	2,133,463	2,133,463	1,988,865	1,932,603	2,118,236	-9.4%	9.6%
03 Executive	1,185,342	1,307,573	1,462,454	1,462,454	1,426,931	1,500,915	1,512,193	2.6%	0.8%
04 Finance	2,207,197	2,268,178	2,558,897	2,558,897	2,392,038	2,406,877	2,429,102	-5.9%	0.9%
05 Legal	839,169	1,233,002	1,371,776	1,371,776	1,328,820	1,354,328	1,368,013	-1.3%	1.0%
06 Human Resources	664,321	770,927	753,498	753,498	782,565	748,892	753,572	-0.6%	0.6%
07 Community Development	2,568,220	2,748,130	2,848,102	2,848,102	2,694,102	2,264,947	2,303,799	-20.5%	1.7%
08 Police	19,861,609	19,643,999	20,865,552	21,457,653	20,328,042	20,994,095	21,580,834	-2.2%	2.8%
09 Fire	11,338,836	12,104,597	12,263,950	11,887,516	4,431,642	4,847,970	5,081,729	-59.2%	4.8%
10 Parks & Recreation	3,019,098	3,199,033	3,233,510	3,247,484	2,631,170	1,517,818	1,556,542	-53.3%	2.6%
11 Engineering	1,439,267	1,467,421	1,572,592	1,572,592	1,507,802	1,968,031	2,003,585	25.1%	1.8%
16 Streets	-	-	-	-	-	5,329,162	5,402,488	100.0%	1.4%
99 Non-Departmental	5,171,600	7,815,218	5,721,090	5,798,333	9,418,750	7,730,304	8,647,228	33.3%	11.9%
<b>TOTAL GENERAL FUND W/ STREETS</b>	<b>\$ 50,301,504</b>	<b>\$ 54,599,327</b>	<b>\$ 54,896,887</b>	<b>\$ 55,203,771</b>	<b>\$ 49,041,310</b>	<b>\$ 52,705,398</b>	<b>\$ 54,866,861</b>	<b>-4.5%</b>	<b>4.1%</b>
16 Streets	-	-	-	-	-	(5,335,582)	(5,409,016)	0.0%	1.4%
<b>TOTAL GENERAL FUND W/O STREETS</b>	<b>\$ 50,301,504</b>	<b>\$ 54,599,327</b>	<b>\$ 54,896,887</b>	<b>\$ 55,203,771</b>	<b>\$ 49,041,310</b>	<b>\$ 47,369,816</b>	<b>\$ 49,457,845</b>	<b>-14.2%</b>	<b>4.4%</b>

Budget Requests	741,514	251,678
Line Item Increases	306,909	336,395
<b>Preliminary Budget</b>	<b>\$ 53,753,821</b>	<b>\$ 55,454,934</b>

Note: Legal, Safety & Justice includes Municipal Court, Legal, Police, Fire and Public Safety Building.

Previously, the City Attorney, Deputy City Attorney and Paralegal salaries were allocated between the General Fund and Utilities. For 2019/2020 their salaries were moved back into the General Fund and total costs are now being distributed as a cost allocation.

Five positions moved from Department 07 – Community Development to Department 11 – Engineering effective 1/1/2021

Parks Maintenance was moved from the Department 10 – Parks & Recreation to Department 16 – Streets effective 1/1/2021

CITY COUNCIL – DEPARTMENT 01

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 50,850	\$ 52,685	\$ 55,440	\$ 55,440	\$ 55,440	\$ 57,520	\$ 57,520	3.8%	0.0%
21 SOCIAL SECURITY	3,889	4,019	4,242	4,242	4,242	4,402	4,402	3.8%	0.0%
24 WORKMAN'S COMPENSATION	1,365	373	1,407	1,407	1,407	1,071	1,071	-23.9%	0.0%
251 PAID FAMILY & MEDICAL LEAVE	3	77	-	-	80	80	80	100.0%	0.0%
31 OFFICE & OPERATING SUPPLIES	1,603	461	1,000	1,000	1,000	1,000	1,000	0.0%	0.0%
42 COMMUNICATION	154	152	-	-	-	-	-	0.0%	0.0%
43 TRAVEL	22,058	25,428	32,000	32,000	25,000	32,000	32,000	0.0%	0.0%
44 ADVERTISING	88	-	200	200	200	200	200	0.0%	0.0%
49 MISCELLANEOUS	9,549	8,738	3,000	3,000	8,500	3,000	3,000	0.0%	0.0%
99 OTHER INTERFUND SERVICES	12,337	13,133	14,714	14,714	14,714	10,183	10,267	-30.8%	0.8%
<b>TOTAL CITY COUNCIL</b>	<b>\$ 101,896</b>	<b>\$ 105,066</b>	<b>\$ 112,003</b>	<b>\$ 112,003</b>	<b>\$ 110,583</b>	<b>\$ 109,456</b>	<b>\$ 109,540</b>	<b>-2.3%</b>	<b>0.1%</b>

Miscellaneous includes travel and meeting expenses.

Other Interfund Services includes the allocation from the IS department.

MUNICIPAL COURTS – DEPARTMENT 02

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 1,015,500	\$ 1,052,084	\$ 1,102,841	\$ 1,102,841	\$ 1,067,803	\$ 1,106,663	\$ 1,117,942	0.3%	1.0%
111 SEASONAL	1,693	2,950	10,000	10,000	1,316	1,300	1,300	-87.0%	0.0%
12 OVERTIME	443	-	500	500	-	500	500	0.0%	0.0%
21 SOCIAL SECURITY	72,232	74,597	79,967	79,967	79,967	77,764	79,148	-2.8%	1.8%
22 PENSION	126,448	131,674	142,333	142,333	134,602	128,385	129,694	-9.8%	1.0%
23 HEALTH INSURANCE	224,877	202,712	276,418	276,418	189,520	183,857	183,857	-33.5%	0.0%
24 WORKMAN'S COMPENSATION	3,947	4,136	5,394	5,394	3,408	3,467	3,467	-35.7%	0.0%
25 UNEMPLOYMENT COMPENSATION	1,387	1,418	956	956	898	872	885	-8.8%	1.5%
251 PAID FAMILY & MEDICAL LEAVE	65	1,435	1,078	1,078	1,723	2,222	2,222	106.1%	0.0%
31 OFFICE & OPERATING SUPPLIES	43,883	29,200	25,000	25,000	25,000	25,000	25,000	0.0%	0.0%
35 SMALL TOOLS	-	-	-	-	2,510	-	-	0.0%	0.0%
41 PROFESSIONAL SERVICES	72,725	79,963	68,000	68,000	56,000	56,000	56,000	-17.6%	0.0%
42 COMMUNICATION	21,872	21,867	21,062	21,062	21,062	21,062	21,062	0.0%	0.0%
43 TRAVEL	1,914	4,754	5,050	5,050	5,050	5,050	5,050	0.0%	0.0%
444 TAXES, FEES, PERMITS	-	11,738	10,200	10,200	10,200	10,200	10,200	0.0%	0.0%
45 OPERATING RENTALS & LEASES	12,900	13,519	7,900	7,900	7,900	7,900	7,900	0.0%	0.0%
46 INSURANCE	1,992	1,602	2,069	2,069	2,069	2,069	2,069	0.0%	0.0%
47 PUBLIC UTILITIES	-	-	-	-	-	-	-	0.0%	0.0%
48 REPAIRS & MAINTENANCE	-	-	3,800	3,800	3,800	3,800	3,800	0.0%	0.0%
49 MISCELLANEOUS	27,014	37,293	49,452	49,452	45,459	35,459	35,459	-28.3%	0.0%
55 INTERGOVERNMENTAL SERVICES	7,651	-	-	-	-	-	-	0.0%	0.0%
98 INTERFUND REPAIRS & MAINT.	52,982	45,391	45,691	45,691	54,826	47,406	47,752	3.8%	0.7%
99 OTHER INTERFUND SERVICES	55,134	59,560	66,263	66,263	66,263	64,879	65,539	-2.1%	1.0%
00 OPERATING TRANSFER	160,290	160,290	209,489	209,489	209,489	148,748	319,390	-29.0%	114.7%
<b>TOTAL COURTS</b>	<b>\$ 1,904,949</b>	<b>\$ 1,936,183</b>	<b>\$ 2,133,463</b>	<b>\$ 2,133,463</b>	<b>\$ 1,988,865</b>	<b>\$ 1,932,603</b>	<b>\$ 2,118,236</b>	<b>-9.4%</b>	<b>9.6%</b>

Professional Services include pro tem services and monthly shredding fees.

Operating Rentals include the annual debt service payment for the courthouse.

Miscellaneous includes membership dues, witness fees, interpreter services, and jury duty fees.



EXECUTIVE – DEPARTMENT 03

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 737,218	\$ 775,392	\$ 882,460	\$ 882,460	\$ 882,460	\$ 930,562	\$ 939,062	5.5%	0.9%
111 SEASONAL PAY	50,742	51,285	26,287	26,287	53,600	26,287	26,287	0.0%	0.0%
12 OVERTIME	3,302	5,493	5,000	5,000	5,600	5,000	5,000	0.0%	0.0%
21 SOCIAL SECURITY	53,645	55,947	57,152	57,152	60,000	64,670	65,840	13.2%	1.8%
22 PENSION	98,881	109,280	112,325	112,325	131,781	117,630	118,617	4.7%	0.8%
23 HEALTH INSURANCE	77,050	89,464	109,336	109,336	92,000	94,589	94,589	-13.5%	0.0%
24 WORKMAN'S COMPENSATION	2,484	2,639	2,937	2,937	2,937	2,395	2,395	-18.5%	0.0%
25 UNEMPLOYMENT COMPENSATION	1,296	1,375	810	810	810	962	971	18.8%	0.9%
251 PAID FAMILY & MEDICAL LEAVE	52	1,067	913	913	913	1,453	1,453	59.1%	0.0%
26 UNIFORMS	-	29	-	-	-	-	-	0.0%	0.0%
31 OFFICE & OPERATING SUPPLIES	36,464	53,496	34,000	34,000	28,500	34,000	34,000	0.0%	0.0%
35 SMALL TOOLS	-	38,029	38,000	38,000	38,000	38,000	38,000	0.0%	0.0%
41 PROFESSIONAL SERVICES	22,307	7,986	48,660	48,660	15,000	48,660	48,660	0.0%	0.0%
42 COMMUNICATION	6,436	7,085	906	906	7,302	906	906	0.0%	0.0%
43 TRAVEL	3,931	4,451	8,000	8,000	4,400	8,000	8,000	0.0%	0.0%
44 ADVERTISING	109	932	-	-	-	-	-	0.0%	0.0%
45 OPERATING RENTS	6,895	7,563	9,000	9,000	7,000	9,000	9,000	0.0%	0.0%
46 INSURANCE	18,927	15,217	19,655	19,655	16,604	19,655	19,655	0.0%	0.0%
47 PUBLIC UTILITY SERVICES	-	-	-	-	-	-	-	0.0%	0.0%
48 REPAIRS & MAINTENANCE	-	-	-	-	-	-	-	0.0%	0.0%
49 MISCELLANEOUS	16,249	23,728	45,643	45,643	15,000	35,643	35,643	-21.9%	0.0%
98 INTERFUND REPAIRS & MAINT.	17,258	22,473	22,816	22,816	26,470	20,236	20,404	-11.3%	0.8%
99 OTHER INTERFUND SERVICES/CHGS	32,096	34,642	38,554	38,554	38,554	43,267	43,711	12.2%	1.0%
00 TRANSFER OUT	-	-	-	-	-	-	-	0.0%	-
<b>TOTAL EXECUTIVE DEPARTMENT</b>	<b>\$1,185,342</b>	<b>\$1,307,573</b>	<b>\$1,462,454</b>	<b>\$1,462,454</b>	<b>\$ 1,426,931</b>	<b>\$ 1,500,915</b>	<b>\$ 1,512,193</b>	<b>2.6%</b>	<b>0.8%</b>

Small tools includes the annual \$38K Emergency Management Equipment grant.

**FINANCE – DEPARTMENT 04**

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 1,232,039	\$ 1,305,350	\$ 1,371,995	\$ 1,371,995	\$1,375,054	\$1,397,225	\$1,414,551	1.8%	1.2%
111 SEASONAL PAY	3,848	-	-	-	-	-	-	0.0%	0.0%
12 OVERTIME	1,240	280	100	100	-	100	100	0.0%	0.0%
21 SOCIAL SECURITY	90,128	93,648	99,007	99,007	99,007	100,522	102,453	1.5%	1.9%
22 PENSION	148,202	161,444	176,335	176,335	170,870	162,635	164,647	-7.8%	1.2%
23 HEALTH INSURANCE	197,122	188,808	223,839	223,839	182,422	174,564	174,564	-22.0%	0.0%
24 WORKMAN'S COMPENSATION	4,342	4,571	4,931	4,931	5,268	4,270	4,270	-13.4%	0.0%
25 UNEMPLOYMENT COMPENSATION	2,477	2,615	2,430	2,430	1,770	1,677	1,698	-31.0%	1.3%
251 PAID FAMILY & MEDICAL LEAVE	88	1,805	1,940	1,940	1,940	2,828	2,828	45.8%	0.0%
31 OFFICE & OPERATING SUPPLIES	11,944	15,366	13,125	13,125	12,550	13,125	13,125	0.0%	0.0%
35 SMALL TOOLS	-	1,887	1,590	1,590	1,590	1,590	1,590	0.0%	0.0%
41 PROFESSIONAL SERVICES	357,091	333,874	480,084	480,084	359,035	380,084	380,084	-20.8%	0.0%
42 COMMUNICATION	12,881	10,179	12,616	12,616	13,516	12,616	12,616	0.0%	0.0%
43 TRAVEL	900	2,379	4,500	4,500	2,600	4,500	4,500	0.0%	0.0%
44 ADVERTISING	3,441	1,800	1,600	1,600	1,600	1,600	1,600	0.0%	0.0%
45 RENTS	10,932	10,657	9,500	9,500	10,400	9,500	9,500	0.0%	0.0%
46 INSURANCE	27,893	22,426	28,965	28,965	25,269	28,965	28,965	0.0%	0.0%
48 REPAIRS & MAINTENANCE	-	-	350	350	350	350	350	0.0%	0.0%
49 MISCELLANEOUS	6,748	4,909	12,200	12,200	7,700	12,200	12,200	0.0%	0.0%
98 INTERFUND REPAIRS & MAINT.	40,269	44,946	45,632	45,632	52,939	40,473	40,808	-11.3%	0.8%
99 OTHER INTERFUND SERVICES/CHGS	55,612	61,234	68,158	68,158	68,158	58,053	58,653	-14.8%	1.0%
<b>TOTAL FINANCE DEPARTMENT</b>	<b>\$ 2,207,197</b>	<b>\$ 2,268,178</b>	<b>\$ 2,558,897</b>	<b>\$ 2,558,897</b>	<b>\$2,392,038</b>	<b>\$2,406,877</b>	<b>\$2,429,102</b>	<b>-5.9%</b>	<b>0.9%</b>

**BUDGET REQUESTS**

		2021	2022
Finance	Re-organization - addition of 1 FTE (expense neutral)	-	-
<b>Total Finance</b>		<b>-</b>	<b>-</b>

Professional services include payments to lockbox, bill printing service and online account information.

Miscellaneous includes membership dues, subscriptions, training, and CAFR review fees.

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME Finance PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 00143523

BUDGET REQUEST TITLE: Re-Organization = 1 additional FTE

**DESCRIPTION/JUSTIFICATION**

In the last several years Finance has experienced many new requirements and projects, such as over the past 5 years there has been over 25 new Governmental Accounting Standards issued that requires significant amount of time to review and implement, audit time has increased with the success of grant awards, as well as compliance with federal guidelines, state laws, SEC requirements, and overall increased activity. For these reasons Finance is requesting the addition of one FTE as a result of a reorganization to more effectively meet our current challenges. With the retirement of the Financial Planning Administrator presents an opportunity to re-organize. The re-organization would consist of reclassifying the Financial Operations Manager position to a Supervisor position and adding a Financial Analyst. **This re-organization would be expense neutral.**

**BENEFIT IF APPROVED:**

The addition of the Financial Analyst would enable Finance to improve the monitoring of revenue, expenses, and assets, continue to meet the increasing reporting deadlines, ensure compliance, and increase revenue audits.

**IMPACT IF DENIED:**

If not approved Finance would have difficulty with compliance, meeting deadlines, monitoring revenue and expenses, as well as assets.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)	-	-	-	-	-	-
Overtime (12)						-
Benefits (20)**	-	-	-	-	-	-
Office & Operating (31)	-	-	-	-	-	-
Small Tools (35)	-					-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)		-	-	-	-	-
<b>Total Expenditures</b>	-	-	-	-	-	-
<b>TOTAL REQUEST</b>	-	-	-	-	-	-

## LEGAL – DEPARTMENT 05

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 498,469	\$ 780,141	\$ 848,185	\$ 848,185	\$ 833,171	\$ 827,308	\$ 838,297	-2.5%	1.3%
111 SEASONAL PAY	39,034	40,999	62,280	62,280	52,000	62,280	62,280	0.0%	0.0%
21 SOCIAL SECURITY	39,014	57,649	65,077	65,077	65,077	62,687	63,543	-3.7%	1.4%
22 PENSION	64,708	101,931	117,200	117,200	117,200	103,925	105,202	-11.3%	1.2%
23 HEALTH INSURANCE	78,617	132,615	128,122	128,122	128,122	147,176	147,176	14.9%	0.0%
24 WORKMAN'S COMPENSATION	2,023	2,717	3,548	3,548	3,548	2,195	2,195	-38.1%	0.0%
25 UNEMPLOYMENT COMPENSATION	1,100	1,646	1,150	1,150	1,150	1,037	1,050	-9.8%	1.3%
251 PAID & FAMILY MEDICAL LEAVE	36	1,118	1,297	1,297	1,297	1,414	1,414	9.0%	0.0%
31 OFFICE AND OPERATING SUPPLIES	5,735	9,132	5,260	5,260	9,260	5,260	5,260	0.0%	0.0%
41 PROFESSIONAL SERVICES	12,458	12,718	34,357	34,357	10,800	34,357	34,357	0.0%	0.0%
42 COMMUNICATION	7,207	6,956	5,000	5,000	7,900	5,000	5,000	0.0%	0.0%
43 TRAVEL	4,040	2,012	1,000	1,000	1,000	1,000	1,000	0.0%	0.0%
45 OPERATING RENTS	6,763	7,410	5,800	5,800	8,200	5,800	5,800	0.0%	0.0%
46 INSURANCE	21,916	17,619	22,758	22,758	20,744	22,758	22,758	0.0%	0.0%
49 MISCELLANEOUS	5,515	4,506	13,012	13,012	11,621	13,012	13,012	0.0%	0.0%
98 INTERFUND REPAIRS & MAINT.	23,012	22,473	22,816	22,816	22,816	20,237	20,403	-11.3%	0.8%
99 OTHER INTERFUND SERVICES	29,522	31,360	34,914	34,914	34,914	38,882	39,266	11.4%	1.0%
<b>TOTAL LEGAL DEPARTMENT</b>	<b>\$ 839,169</b>	<b>\$1,233,002</b>	<b>\$1,371,776</b>	<b>\$1,371,776</b>	<b>\$1,328,820</b>	<b>\$1,354,328</b>	<b>\$1,368,013</b>	<b>-1.3%</b>	<b>1.0%</b>

Miscellaneous includes messenger service fees, training and on-line database service fees.

HR – DEPARTMENT 06

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 380,849	\$ 414,450	\$ 428,290	\$ 428,290	\$ 428,290	\$ 452,424	\$ 455,999	5.6%	0.8%
111 SEASONAL	-	-	-	-	-	-	-	0.0%	0.0%
12 OVERTIME	575	-	1,000	1,000	1,000	1,000	1,000	0.0%	0.0%
21 SOCIAL SECURITY	28,498	30,508	31,745	31,745	31,745	33,106	33,544	4.3%	1.3%
22 PENSION	41,763	52,392	54,916	54,916	54,916	52,467	52,883	-4.5%	0.8%
23 HEALTH INSURANCE	62,182	73,745	79,228	79,228	79,228	71,258	71,258	-10.1%	0.0%
24 WORKMAN'S COMPENSATION	1,319	1,375	1,612	1,612	1,612	1,220	1,220	-24.3%	0.0%
25 UNEMPLOYMENT COMPENSATION	766	829	537	537	537	753	757	40.2%	0.5%
251 PAID FAMILY & MEDICAL LEAVE	24	597	606	606	606	808	808	33.3%	0.0%
31 OFFICE & OPERATING SUPPLIES	4,153	6,493	7,500	7,500	5,000	7,500	7,500	0.0%	0.0%
41 PROFESSIONAL SERVICES	77,755	118,427	74,500	74,500	110,000	64,500	64,500	-13.4%	0.0%
42 COMMUNICATION	2,726	2,363	2,200	2,200	2,200	2,200	2,200	0.0%	0.0%
43 TRAVEL	2,302	3,799	1,250	1,250	-	1,250	1,250	0.0%	0.0%
44 ADVERTISING	1,174	300	-	-	500	-	-	0.0%	0.0%
45 RENTS	7,542	7,536	6,000	6,000	6,000	6,000	6,000	0.0%	0.0%
46 INSURANCE	7,970	6,407	8,276	8,276	8,276	8,276	8,276	0.0%	0.0%
49 MISCELLANEOUS	15,892	20,206	22,383	22,383	19,200	17,133	17,133	-23.5%	0.0%
98 INTERFUND REPAIRS & MAINT.	14,450	15,131	15,231	15,231	15,231	15,802	15,917	3.7%	0.7%
99 OTHER INTERFUND SERVICES/CHGS	14,381	16,369	18,224	18,224	18,224	13,195	13,327	-27.6%	1.0%
<b>TOTAL HUMAN RESOURCES</b>	<b>\$ 664,321</b>	<b>\$ 770,927</b>	<b>\$ 753,498</b>	<b>\$ 753,498</b>	<b>\$ 782,565</b>	<b>\$ 748,892</b>	<b>\$ 753,572</b>	<b>-0.6%</b>	<b>0.6%</b>

TOTAL - BUDGET REQUESTS

Line Item Increase/(Decrease)

Revised Total Human Resources

	-
	10,000
	10,000
	<u>\$ 758,892</u>
	<u>\$ 763,572</u>

Professional Services include consulting fees, retainer for labor relations consultant, and AWC Service fees.

Miscellaneous expenses include Employee Appreciation, membership dues, subscriptions and training.

COMMUNITY DEVELOPMENT – DEPARTMENT 07

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 1,568,740	\$ 1,710,548	\$ 1,747,194	\$ 1,747,194	\$ 1,667,643	\$ 1,416,049	\$ 1,443,751	-19.0%	2.0%
111 SEASONAL PAY	700	-	31,000	31,000	15,670	31,000	31,000	0.0%	0.0%
12 OVERTIME	4,070	26,204	2,500	2,500	38,296	2,500	2,500	0.0%	0.0%
21 SOCIAL SECURITY	116,765	129,345	132,337	132,337	132,337	107,012	109,182	-19.1%	2.0%
22 PENSION	194,573	216,611	227,938	227,938	216,484	168,187	171,406	-26.2%	1.9%
23 HEALTH INSURANCE	268,964	287,867	299,551	299,551	263,498	234,445	234,445	-21.7%	0.0%
24 WORKMAN'S COMPENSATION	23,212	25,287	31,108	31,108	22,000	17,248	17,248	-44.6%	0.0%
25 UNEMPLOYMENT COMPENSATION	3,177	3,474	2,217	2,217	2,217	1,775	1,814	-19.9%	2.2%
251 PAID FAMILY & MEDICAL LEAVE	98	2,551	2,501	2,501	2,501	2,950	2,950	18.0%	0.0%
26 UNIFORMS	2,171	2,530	1,400	1,400	1,400	1,400	1,400	0.0%	0.0%
31 OFFICE & OPERATING SUPPLIES	24,278	25,500	10,500	10,500	10,500	10,500	10,500	0.0%	0.0%
32 FUEL	6,696	7,622	12,000	12,000	12,000	12,000	12,000	0.0%	0.0%
41 PROFESSIONAL SERVICES	117,120	97,963	65,000	65,000	65,000	40,000	40,000	-38.5%	0.0%
42 COMMUNICATION	11,686	13,176	17,262	17,262	17,262	17,262	17,262	0.0%	0.0%
43 TRAVEL	2,073	2,025	6,000	6,000	6,000	6,000	6,000	0.0%	0.0%
44 ADVERTISING	9,457	9,341	3,500	3,500	3,500	3,500	3,500	0.0%	0.0%
45 OPERATING RENTALS & LEASES	9,353	9,918	11,500	11,500	11,500	11,500	11,500	0.0%	0.0%
46 INSURANCE	40,844	32,837	42,414	42,414	42,414	42,414	42,414	0.0%	0.0%
48 REPAIRS & MAINTENANCE	-	-	2,000	2,000	2,000	2,000	2,000	0.0%	0.0%
49 MISCELLANEOUS	38,267	29,436	75,900	75,900	37,600	25,900	25,900	-65.9%	0.0%
95 INTERFUND RENTS	8,316	8,316	8,316	8,316	8,316	8,316	8,316	0.0%	0.0%
98 INTERFUND REPAIRS & MAINT.	38,630	22,004	20,799	20,799	20,799	33,088	38,102	59.1%	15.2%
99 OTHER INTERFUND SERVICES/CHGS	79,030	85,575	95,165	95,165	95,165	69,901	70,609	-26.5%	1.0%
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>\$ 2,568,220</b>	<b>\$ 2,748,130</b>	<b>\$ 2,848,102</b>	<b>\$ 2,848,102</b>	<b>\$ 2,694,102</b>	<b>\$ 2,264,947</b>	<b>\$ 2,303,799</b>	<b>-20.5%</b>	<b>1.7%</b>

TOTAL - BUDGET REQUESTS 30,364      5,633  
 Line Item Increase  
 Revised Total Community Development \$ 2,295,311    \$ 2,309,432

**BUDGET REQUESTS**

		2021	2022
CD	Reclassification - Associate Planner to Senior Planner	-	5,364
CD	Downtown Master Plan Grant	25,000	25,000
<b>Total Community Development</b>		<b>25,000</b>	<b>30,364</b>

Miscellaneous includes seminars, training, association fees, and subscriptions.

Starting in 2021, the following positions have been moved from Community Development to Engineering:

- Development Services Manager
- Civil Plan Engineer
- Inspector II – Construction (2)
- Inspector I - Construction

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

DEPARTMENT NAME Community Development PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 00102020

BUDGET REQUEST TITLE: Reclassification - Associate Planner to Senior Planner

**DESCRIPTION/JUSTIFICATION**

Reclassify Associate Planner to Senior Planner

**BENEFIT IF APPROVED:**

**IMPACT IF DENIED:**

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)	4,498	4,723	4,959	5,207	5,467	24,854
Overtime (12)						-
Benefits (20)	866	910	955	1,003	1,053	4,787
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>5,364</b>	<b>5,633</b>	<b>5,914</b>	<b>6,210</b>	<b>6,520</b>	<b>29,641</b>
<b>TOTAL REQUEST</b>	<b>5,364</b>	<b>5,633</b>	<b>5,914</b>	<b>6,210</b>	<b>6,520</b>	<b>29,641</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

DEPARTMENT NAME Community Development PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 00102020

BUDGET REQUEST TITLE: Washington State Department of Commerce Grant

**DESCRIPTION/JUSTIFICATION**

Include approximate remaining balance of Washington State Department of Commerce Grant in 2021 budget. Grant was awarded for Downtown Master Plan update, scheduled to be completed by April 2021.

**BENEFIT IF APPROVED:**

\_\_\_\_\_

**IMPACT IF DENIED:**

\_\_\_\_\_

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						
Grant	25,000					25,000
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	25,000					25,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>25,000</b>	-	-	-	-	<b>25,000</b>
<b>TOTAL REQUEST</b>	-	-	-	-	-	-



**POLICE – DEPARTMENT 08**

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 9,279,503	\$ 9,560,089	\$ 10,648,607	\$ 10,898,172	\$ 10,667,045	\$ 11,382,143	\$ 11,845,745	4.4%	4.1%
111 SEASONAL PAY	86,100	64,516	64,000	64,000	53,930	64,000	64,000	0.0%	0.0%
12 OVERTIME	1,331,834	1,133,570	694,075	694,075	1,027,950	694,075	694,075	0.0%	0.0%
21 SOCIAL SECURITY	775,147	782,469	845,821	860,973	820,154	886,653	921,898	3.0%	4.0%
22 PENSION	726,862	730,042	797,063	812,582	789,491	838,797	867,687	3.2%	3.4%
23 HEALTH INSURANCE	1,967,612	1,996,146	2,379,488	2,440,450	2,082,768	2,214,180	2,214,180	-9.3%	0.0%
24 WORKMAN'S COMPENSATION	306,688	360,139	628,429	640,862	331,253	461,236	461,236	-28.0%	0.0%
25 UNEMPLOYMENT COMPENSATION	21,634	21,676	14,082	14,839	14,619	15,468	16,020	4.2%	3.6%
251 PAID FAMILY & MEDICAL LEAVE	144	3,478	15,913	15,913	15,880	21,944	21,874	37.9%	-0.3%
26 UNIFORMS	148,626	130,243	141,530	141,530	149,020	126,868	126,868	-10.4%	0.0%
31 OFFICE & OPERATING SUPPLIES	215,428	227,980	207,000	207,000	173,776	207,000	207,000	0.0%	0.0%
32 FUEL CONSUMED	197,500	179,448	189,520	189,520	150,000	178,731	178,731	-5.7%	0.0%
35 SMALL TOOLS	46,856	93,624	41,820	51,820	58,097	21,370	21,370	-58.8%	0.0%
41 PROFESSIONAL SERVICES	214,954	331,661	272,100	304,813	283,097	272,100	272,100	-10.7%	0.0%
42 COMMUNICATION	127,161	130,971	72,639	72,639	132,147	72,639	72,639	0.0%	0.0%
43 TRAVEL	26,373	19,399	13,860	23,860	13,347	23,860	23,860	0.0%	0.0%
44 ADVERTISING	-	-	1,000	1,000	2,023	1,000	1,000	0.0%	0.0%
444 TAXES, FEES, PERMITS	-	2,432,299	2,130,203	2,130,203	1,809,084	2,130,203	2,130,203	0.0%	0.0%
45 OPERATING RENTAL	59,582	47,526	47,400	47,400	35,447	47,400	47,400	0.0%	0.0%
46 INSURANCE	152,418	122,538	158,278	158,278	133,695	158,278	158,278	0.0%	0.0%
48 REPAIRS/MAINTENANCE	13,719	26,890	24,320	24,320	22,000	24,320	24,320	0.0%	0.0%
49 MISCELLANEOUS	76,132	66,161	151,502	176,502	96,667	176,502	176,502	0.0%	0.0%
55 INTERGOVERNMENTAL	2,457,285	-	-	-	-	-	-	0.0%	0.0%
64 CAPITAL OUTLAY	96,231	-	1,400	1,400	-	1,400	1,400	0.0%	0.0%
98 INTERFUND REPAIRS	982,997	690,064	656,107	656,107	677,157	518,478	572,450	-21.0%	10.4%
99 OTHER INTERFUND SERVICES/CHGS	430,834	493,070	549,395	549,395	549,395	455,450	459,998	-17.1%	1.0%
00 OPERATING TRANSFER	119,989	-	120,000	280,000	240,000	-	-	-100.0%	0.0%
<b>TOTAL POLICE DEPARTMENT</b>	<b>\$ 19,861,609</b>	<b>\$ 19,643,999</b>	<b>\$ 20,865,552</b>	<b>\$ 21,457,653</b>	<b>\$ 20,328,042</b>	<b>\$ 20,994,095</b>	<b>\$ 21,580,834</b>	<b>-2.2%</b>	<b>2.8%</b>

<b>TOTAL - BUDGET REQUESTS</b>	<b>370,333</b>	<b>10,850</b>
Line Item Increase		
Revised Total Police Department	<b>\$ 21,364,428</b>	<b>\$ 21,591,684</b>

**BUDGET REQUESTS**

2021 2022

Police	Reclassify Vacancy of Program Specialist to Evidence Specialist	-	10,333	-	10,850
Police	C/O - Purchase of 6 new police vehicles (transfer to Fleet)	-	360,000	-	-
<b>Total Police</b>		-	<b>370,333</b>	-	<b>10,850</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

**DEPARTMENT NAME** Police Department **PRIORITY:** \_\_\_\_\_

**DEPARTMENT ORG #** 00104110

**BUDGET REQUEST TITLE:** Reclassification of Program Records Tech to Evidence Specialist

**DESCRIPTION/JUSTIFICATION**

The Property/Evidence Specialist is the only employee responsible for the processing, releasing, destruction, transporting evidence for lab work, and the preparation for auction of those items unclaimed. She manages all the associated paperwork and data entry for each item placed into the Evidence Room and also upon release. Internal spot quarterly audits are conducted for those items defined as jewelry, narcotics, funds, and firearms and the State of Washington audits the property room annually. The city of Marysville has grown to approximately 69,000 citizens and additional police officers and custody staff has mirrored that growth. The work load has far exceeded the capacity for one individual to complete without significant overtime and assistance from other employees.

**BENEFIT IF APPROVED:**

The 2nd Property/Evidence Specialist reduces the liability for the employee and city in case of lost or misappropriated items associated with the property room and also provides coverage during leaves and lessens the overtime expenditures currently necessary to complete the work associated with the property room.

**IMPACT IF DENIED:**

The overtime expenditures to complete the essential work will increase as well as liability exposure to the employee and city.

	2021	2022	2023	2024	2025	2021-2025 Total
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**Revenue Sources:**

						-
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**Expenditures:**

Salaries (11)	8,650	9,083	9,537	10,013	10,514	47,797
Overtime (12)						-
Benefits (20)	1,683	1,767	1,856	1,949	2,046	9,301
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-

**Total Expenditures** 10,333 10,850 11,393 11,962 12,560 57,098

**TOTAL REQUEST** 10,333 10,850 11,393 11,962 12,560 57,098

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

DEPARTMENT NAME                     POLICE                     PRIORITY:                     

DEPARTMENT ORG #                     00103222                    

BUDGET REQUEST TITLE:   Purchase 6 New Police Patrol Cars  

**DESCRIPTION/JUSTIFICATION**

Purchase and fully equip 6 new Police Patrol cars for the Police Patrol Division. These were approved in the 2019-20 budget. Due to the COVID shutdown, the factory is unable to ship these vehicles before the end of 2020.

THIS IS A CARRYOVER FROM THE 2020 BUDGET.

**BENEFIT IF APPROVED:**

**IMPACT IF DENIED:**

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	360,000					360,000
Transfer (97)						-
<b>Total Expenditures</b>	<b>360,000</b>	-	-	-	-	<b>360,000</b>
<b>TOTAL REQUEST</b>	<b>360,000</b>	-	-	-	-	<b>360,000</b>

**FIRE – DEPARTMENT 09**

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2019-2020 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
444 INTERGOVERNMENTAL - FIRE SERVICE	\$ 7,766,791	\$ 8,133,483	\$ 8,300,000	\$ 7,923,566	\$ -	\$ -	\$ -	-100.0%	0.0%
444 INTERGOVERNMENTAL - EMS	3,572,045	3,971,114	3,963,950	3,963,950	4,431,642	4,847,970	5,081,729	22.3%	4.8%
<b>TOTAL FIRE</b>	<b>\$ 11,338,836</b>	<b>\$ 12,104,597</b>	<b>\$ 12,263,950</b>	<b>\$11,887,516</b>	<b>\$ 4,431,642</b>	<b>\$ 4,847,970</b>	<b>\$ 5,081,729</b>	<b>-59.2%</b>	<b>4.8%</b>

PARKS – DEPARTMENT 10

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	\$ 1,224,926	\$ 1,290,602	\$ 1,349,097	\$ 1,349,097	\$ 1,322,636	\$ 805,031	\$ 827,034	-40.3%	2.7%
111 SEASONAL PAY	174,893	183,160	175,462	175,462	105,310	44,872	44,872	-74.4%	0.0%
12 OVERTIME	5,916	7,201	8,500	8,500	3,695	-	-	-100.0%	0.0%
21 SOCIAL SECURITY	102,930	107,536	110,483	110,483	100,639	63,069	64,517	-42.9%	2.3%
22 PENSION	162,119	173,618	183,667	183,667	168,459	93,868	96,423	-48.9%	2.7%
23 HEALTH INSURANCE	278,982	270,882	296,313	296,313	244,507	102,105	102,105	-65.5%	0.0%
24 WORKMAN'S COMPENSATION	38,889	39,309	49,046	49,046	21,978	8,383	8,383	-82.9%	0.0%
25 UNEMPLOYMENT COMPENSATION	2,822	2,979	1,977	1,977	1,854	966	992	-51.1%	2.7%
251 PAID FAMILY & MEDICAL LEAVE	83	2,099	2,230	2,230	2,319	1,616	1,616	-27.5%	0.0%
26 UNIFORMS	5,947	5,349	5,400	5,400	5,813	900	900	-83.3%	0.0%
31 OFFICE & OPERATING SUPPLIES	204,132	218,432	262,617	262,617	141,053	133,873	133,873	-49.0%	0.0%
32 FUEL	19,689	19,896	22,400	22,400	11,873	-	-	-100.0%	0.0%
35 SMALL TOOLS	6,223	11,463	10,800	24,774	15,000	-	-	-100.0%	0.0%
41 PROFESSIONAL SERVICES	236,780	283,264	200,815	200,815	94,835	77,773	89,773	-61.3%	15.4%
42 COMMUNICATION	24,547	29,170	27,130	27,130	28,686	20,130	20,130	-25.8%	0.0%
43 TRAVEL	1,230	948	1,150	1,150	650	650	650	-43.5%	0.0%
44 ADVERTISE	39,698	51,210	39,100	39,100	17,912	12,812	12,812	-67.2%	0.0%
444 STATE TAXES	-	407	2,438	2,438	2,469	1,438	1,438	-41.0%	0.0%
45 RENTAL/LEASE	16,763	11,218	12,100	12,100	9,000	1,100	1,100	-90.9%	0.0%
46 INSURANCE	34,866	28,031	36,207	36,207	30,583	6,207	6,207	-82.9%	0.0%
47 PUBLIC UTILITIES	139,114	137,160	121,688	121,688	65,300	21,688	21,688	-82.2%	0.0%
48 REPAIRS & MAINTENANCE	101,544	94,044	104,000	104,000	33,000	4,000	4,000	-96.2%	0.0%
49 MISCELLANEOUS	9,523	9,516	15,597	15,597	8,306	3,000	3,000	-80.8%	0.0%
55 STATE TAXES	355	-	-	-	-	-	-	0.0%	0.0%
64 MACHINERY & EQUIPMENT	-	30,484	-	-	-	-	-	0.0%	0.0%
98 INTERFUND REPAIRS & MAINT.	89,567	87,316	85,996	85,996	85,996	16,855	17,115	-80.4%	1.5%
99 OTHER INTERFUND SERVICES CHGS	36,118	48,739	54,297	54,297	54,297	42,482	42,914	-21.8%	1.0%
00 OPERATING TRANSFER	61,442	55,000	55,000	55,000	55,000	55,000	55,000	0.0%	0.0%
<b>TOTAL PARKS DEPARTMENT</b>	<b>\$ 3,019,098</b>	<b>\$ 3,199,033</b>	<b>\$ 3,233,510</b>	<b>\$ 3,247,484</b>	<b>2,631,170</b>	<b>1,517,818</b>	<b>1,556,542</b>	<b>-53.3%</b>	<b>2.6%</b>

TOTAL - BUDGET REQUESTS  
Line Item Increase  
Revised Total Parks

10,000	15,000
\$ 1,527,818	\$ 1,571,542

**BUDGET REQUESTS**

2021

2022

Parks	Opera House Advertising (Hotel/Motel Grant)	10,000	10,000	15,000	15,000
<b>Total Parks Department</b>		<b>10,000</b>	<b>10,000</b>	<b>15,000</b>	<b>15,000</b>

Professional Services include fees paid to the instructors.

Miscellaneous includes memberships

Park Maintenance was moved from the Parks Department to the Street Department for the 2021/2022 budget.

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

**DEPARTMENT NAME** Parks, Culture and Recreation **PRIORITY:** \_\_\_\_\_

**DEPARTMENT ORG #** 00106020

**BUDGET REQUEST TITLE:** Opera House Advertising

**DESCRIPTION/JUSTIFICATION**

Due to increased community participation and number of presentations offered at the Marysville Opera House in 2019, additional advertising funds are requested to meet demands and sponsorship support. We are finding great success with social media ads, newspaper ads and direct email marketing to our citizens. Sponsors appreciate ads designed by our contracted graphic artist. As a result of increasing sponsorship support more events are being offered at the Opera House. Sponsor fees assist in offsetting costs as well as support from Hotel Motel Fund requests which is the revenue source identified in this request.

**BENEFIT IF APPROVED:**

Increased attendance and use of the opera house for private rentals.

**IMPACT IF DENIED:**

We will not have funds available to place ads and thus attendance numbers and private rentals will decline.

	2021	2022	2023	2024	2025	2021-2025 Total
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**Revenue Sources:**

Hotel Motel Funds	10,000	15,000				25,000
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**Expenditures:**

Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)	10,000	15,000				25,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-

<b>Total Expenditures</b>	<b>10,000</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,000</b>
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<b>TOTAL REQUEST</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
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**ENGINEERING – DEPARTMENT 11**

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Estimate	2022 Budget		
11 REGULAR PAY	\$ 916,141	\$ 967,307	\$ 1,043,208	\$ 1,043,208	\$ 1,017,801	\$ 1,354,639	\$ 1,383,614	29.9%	2.1%
12 OVERTIME	212	18	-	-	-	-	-	0.0%	0.0%
21 SOCIAL SECURITY	68,579	71,528	77,948	77,948	75,300	101,097	103,404	29.7%	2.3%
22 PENSION	113,032	120,134	133,691	133,691	126,484	157,076	160,437	17.5%	2.1%
23 HEALTH INSURANCE	159,636	174,570	171,913	171,913	176,723	213,189	213,189	24.0%	0.0%
24 WORKMAN'S COMPENSATION	20,172	21,182	27,113	27,113	18,425	23,353	23,353	-13.9%	0.0%
25 UNEMPLOYMENT COMPENSATION	1,836	1,935	1,307	1,307	1,329	1,626	1,661	24.4%	2.2%
251 PAID FAMILY & MEDICAL LEAVE	58	1,411	1,474	1,474	1,474	2,432	2,432	65.0%	0.0%
26 UNIFORMS	463	433	250	250	580	250	250	0.0%	0.0%
31 OFFICE & OPERATING SUPPLIES	5,365	7,803	6,000	6,000	3,100	3,000	3,000	-50.0%	0.0%
32 FUEL	1,272	1,246	2,000	2,000	600	2,000	2,000	0.0%	0.0%
35 SMALL TOOLS	32,906	-	1,000	1,000	-	1,000	1,000	0.0%	0.0%
41 PROFESSIONAL SERVICES	742	12,142	15,000	15,000	270	5,000	5,000	-66.7%	0.0%
42 COMMUNICATION	10,429	12,886	6,778	6,778	14,514	6,778	6,778	0.0%	0.0%
43 TRAVEL	1,366	583	500	500	-	500	500	0.0%	0.0%
44 ADVERTISING	525	788	500	500	-	500	500	0.0%	0.0%
45 OPERATING RENTALS & LEASES	3,848	3,989	5,000	5,000	3,561	5,000	5,000	0.0%	0.0%
46 INSURANCE	20,919	16,819	21,724	21,724	18,350	21,724	21,724	0.0%	0.0%
48 REPAIRS & MAINTENANCE	-	-	500	500	-	500	500	0.0%	0.0%
49 MISCELLANEOUS	13,291	10,607	10,938	10,938	3,543	6,038	6,038	-44.8%	0.0%
95 INTERFUND RENTS	5,246	5,246	5,246	5,246	5,246	5,246	5,246	0.0%	0.0%
98 INTERFUND REPAIRS & MAINT.	18,189	3,334	3,174	3,174	3,174	2,812	3,184	-11.4%	13.2%
99 OTHER INTERFUND SERVICES/CHGS	45,040	33,460	37,328	37,328	37,328	54,271	54,775	45.4%	0.9%
<b>TOTAL ENGINEERING</b>	<b>\$1,439,267</b>	<b>\$1,467,421</b>	<b>\$1,572,592</b>	<b>\$1,572,592</b>	<b>\$1,507,802</b>	<b>\$1,968,031</b>	<b>\$2,003,585</b>	<b>25.1%</b>	<b>1.8%</b>

Miscellaneous includes membership, training and subscriptions.

Starting in 2021, the following positions have been moved from Community Development to Engineering:

- Development Services Manager
- Civil Plan Engineer
- Inspector II – Construction (2)
- Inspector I - Construction

**STREET – DEPARTMENT 16**

(New to the General Fund in 2021)

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
11 REGULAR PAY	-	-	-	-	-	2,158,184	2,174,783	100.0%	0.8%
111 SEASONAL PAY	-	-	-	-	-	120,090	120,090	100.0%	0.0%
12 OVERTIME	-	-	-	-	-	33,500	33,500	100.0%	0.0%
21 SOCIAL SECURITY	-	-	-	-	-	172,942	174,249	100.0%	0.8%
22 PENSION	-	-	-	-	-	267,997	269,926	100.0%	0.7%
23 MEDICAL INSURANCE	-	-	-	-	-	470,859	470,826	100.0%	0.0%
24 WORKMAN'S COMPENSATION	-	-	-	-	-	73,258	73,258	100.0%	0.0%
25 UNEMPLOYMENT COMPENSATION	-	-	-	-	-	2,879	2,900	100.0%	0.7%
251 PAID FAMILY & MEDICAL LEAVE	-	-	-	-	-	5,581	5,581	100.0%	0.0%
26 UNIFORMS	-	-	-	-	-	14,600	14,600	100.0%	0.0%
31 OFFICE & OPERATING	-	-	-	-	-	390,040	390,040	100.0%	0.0%
32 FUEL	-	-	-	-	-	97,400	97,400	100.0%	0.0%
35 SMALL TOOLS	-	-	-	-	-	12,550	12,550	100.0%	0.0%
41 PROFESSIONAL SERVICES	-	-	-	-	-	133,245	133,245	100.0%	0.0%
42 COMMUNICATION	-	-	-	-	-	16,600	16,300	100.0%	-1.8%
43 TRAVEL	-	-	-	-	-	1,500	1,500	100.0%	0.0%
44 ADVERTISING	-	-	-	-	-	600	600	100.0%	0.0%
444 STATE TAXES	-	-	-	-	-	1,000	1,000	100.0%	0.0%
45 RENTS	-	-	-	-	-	10,500	10,500	100.0%	0.0%
46 INSURANCE	-	-	-	-	-	124,139	124,139	100.0%	0.0%
47 PUBLIC UTILITIES	-	-	-	-	-	519,600	519,600	100.0%	0.0%
48 REPAIRS & MAINTENANCE	-	-	-	-	-	96,444	96,444	100.0%	0.0%
49 MISCELLANEOUS	-	-	-	-	-	30,747	30,747	100.0%	0.0%
64 CAPITAL OUTLAY	-	-	-	-	-	20,000	20,000	100.0%	0.0%
95 INTERFUND RENTS	-	-	-	-	-	25,531	25,531	100.0%	0.0%
98 INTERFUND REPAIRS	-	-	-	-	-	461,934	515,065	100.0%	11.5%
99 OTHER INTERFUND SERVICES	-	-	-	-	-	67,442	68,114	100.0%	1.0%
00 TRANSFER OUT	-	-	-	-	-	-	-	0.0%	0.0%
<b>TOTAL STREETS</b>	-	-	-	-	-	<b>5,329,162</b>	<b>5,402,488</b>	<b>100.0%</b>	<b>1.4%</b>

TOTAL - BUDGET REQUESTS  
 Line Item Increases  
 Revised Total Streets

223,317	220,195
<u>188,000</u>	<u>198,000</u>
<u>411,317</u>	<u>418,195</u>

**BUDGET REQUESTS**

		2021	2022
Streets	Seasonal	-	-
Streets	ITS Upgrades (Funding Continuation)	-	15,000
Streets	Line Item Increases	-	188,000
Streets	Turf Brush	-	10,100
Streets	Fill Vacancy from Early Retirement w/reclassifying Park Maint. Mgr. to Maint. Tech 1 & Upgrade Maint. Lead I to Lead II, and add 1 MWI	-	198,217
Streets	Seasonal - Parks Maintenance	-	-
<b>Total Streets</b>		-	<b>411,317</b>

The Street Department was moved from Fund 101 to the General Fund effective January 2021. The Street Department now includes Park Maintenance which was previously reported in the Parks and Recreation budget.



**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

**DEPARTMENT NAME** Streets - Engineering **PRIORITY:** High

**DEPARTMENT ORG #** 10111864-531000-1911

**BUDGET REQUEST TITLE:** ITS Upgrades (Funding Continuation)

**DESCRIPTION/JUSTIFICATION**

This funding is existing within 2019/2020 budgets with this request for continuation on a yearly basis. Funding is needed in order to upgrade and expand the City Intelligent Transportation System (ITS) infrastructure. This includes upgrade of existing equipment and addition of new such as Ethernet radios and switches. A few locations within the City have breaks in the signal interconnect and many roadway corridors have obsolete copper communication cable which could be replaced with fiber optic cable. Upgrade to fiber optics within the signal system could also enable future utilization by other City departments such as IS and Public Works Utilities.

**BENEFIT IF APPROVED:**

The City traffic signal system can begin to be transformed into an Intelligent Transportation System enabling much greater communication with field equipment and thus significant maintenance time savings for signal technicians and traffic engineer.

**IMPACT IF DENIED:**

The City traffic signal system will continue to be lacking communication capabilities and therefore not provide for efficient maintenance or signal timing upgrades.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)	15,000	15,000	15,000	15,000	15,000	75,000
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>75,000</b>
<b>TOTAL REQUEST</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>75,000</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

DEPARTMENT NAME Parks Maintenance PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 00105300

BUDGET REQUEST TITLE: Turf Care Brush for Cedar Field

**DESCRIPTION/JUSTIFICATION**

Purchase a Turf Brush for required maintenance of Cedar Field.

**BENEFIT IF APPROVED:**

This is a required maintenance aspect for the field.

**IMPACT IF DENIED:**

If denied, the field may not meet the aesthetic and safety requirements regarding the turf and the life span of the field will be deminished.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)	10,100					10,100
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>10,100</b>	-	-	-	-	<b>10,100</b>
<b>TOTAL REQUEST</b>	<b>10,100</b>	-	-	-	-	<b>10,100</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

DEPARTMENT NAME Parks Maintenance PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 00105300

BUDGET REQUEST TITLE: NH - 1 MW 1, Maintenance Tech I (Reclass) & Maintenance Lead II (Upgrade)

**DESCRIPTION/JUSTIFICATION**

Fill Vacancy from Early Retirement w/reclassifying Park Maint. Mgr. to Maint. Tech 1 & Upgrade Lead I to II and add 1 MWI.

**BENEFIT IF APPROVED:**

Reclassing the Parks Maint Mgr position to a Maint Tech I position would provide an additional worker out in the field, increasing the workload capacity and allowing more tasks to be completed in the City parks and rights-of-ways. This would create a safer and more aesthetically appealing environment for the public to enjoy.

**IMPACT IF DENIED:**

With growing needs for landscaping maintenance, the current crew would be limited in workload capacity, possibly causing some projects to not be completed. This could lead to unsafe or unsightly public areas throughout the City.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)	116,823	122,664	128,798	135,238	141,999	645,522
Overtime (12)						-
Benefits (20)	81,394	82,531	84,008	85,563	87,198	420,694
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>198,217</b>	<b>205,195</b>	<b>212,806</b>	<b>220,801</b>	<b>229,197</b>	<b>1,066,216</b>
<b>TOTAL REQUEST</b>	<b>198,217</b>	<b>205,195</b>	<b>212,806</b>	<b>220,801</b>	<b>229,197</b>	<b>1,066,216</b>

**NON-DEPARTMENTAL – DEPARTMENT 99**

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2019-2020 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
41 PROFESSIONAL SERVICES	\$ 776,184	\$ 800,497	\$ 755,094	\$ 755,094	\$ 768,553	\$ 755,094	\$ 755,094	0.0%	0.0%
47 PUBLIC UTILITIES	8,570	2,324	2,500	2,500	-	2,500	2,500	0.0%	0.0%
48 REPAIRS & MAINTENANCE	121,123	76,037	202,000	202,000	126,000	238,000	238,000	17.8%	0.0%
49 MISCELLANEOUS	319,711	338,227	476,950	554,193	304,020	515,950	515,950	-6.9%	0.0%
55 INTERGOVERNMENTAL	217,226	-	-	-	-	-	-	0.0%	0.0%
60 OTHER IMPROVEMENTS	7,933	1,429,277	-	-	64,500	24,500	-	100.0%	-100.0%
98 INTERFUND REPAIRS & MAINT.	13,289	12,664	13,175	13,175	19,763	22,683	23,016	72.2%	1.5%
00 OPERATING TRANSFER	3,707,564	5,156,192	4,271,371	4,271,371	8,135,914	6,171,577	3,612,668	44.5%	-41.5%
<b>TOTAL NON-DEPARTMENTAL</b>	<b>\$5,171,600</b>	<b>\$7,815,218</b>	<b>\$5,721,090</b>	<b>\$ 5,798,333</b>	<b>\$9,418,750</b>	<b>\$ 7,730,304</b>	<b>\$ 5,147,228</b>	<b>33.3%</b>	<b>-33.4%</b>

TOTAL - BUDGET REQUESTS  
 Line Item Increase  
 Revised Total Non-Departmental

107,500	-
108,909	128,395
<u>7,946,713</u>	<u>5,275,623</u>

**BUDGET REQUESTS**

		2021	2022
Non-dept	Carry Over - ECM	-	107,500
Non-dept	Increase IS allocation to cover requested line item increases	-	108,909
<b>Total Non-Departmental</b>		-	<b>216,409</b>

Professional services include \$645,000 for public defender fees, \$100,000 contingency for legal fees and benefit adjustments, \$110,094 for audit fees and elections costs.

Repairs & Maintenance include \$163,000 for building repairs, and \$75,000 for clean sweep and neighborhood beautification grants.

Miscellaneous includes membership dues, and costs associated with various economic development projects.

Operating transfers include the transfer to fund 206 for debt service payment and transfers to fund 005 – Capital Reserves.

005 - CUMMULATIVE RESERVES

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2019-2020 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 7,801,836	\$ 6,843,579	\$ 4,401,836	\$ 4,401,836	\$ 6,294,671	\$ 10,294,671	\$ 5,430,000	133.9%	-47.3%
<u>Revenue</u>									
Transfers In	-	-	-	-	4,000,000	2,600,000	3,500,000	100.0%	0.0%
<b>TOTAL REVENUE</b>	-	-	-	-	4,000,000	2,600,000	3,500,000	100.0%	0.0%
<u>Expenditures</u>									
Miscellaneous	101,629	-	-	-	-	-	-	0.0%	0.0%
Transfer Out	856,628	548,908	3,995,910	3,995,910	-	7,464,671	6,021,134	86.8%	-19.3%
<b>TOTAL EXPENDITURE</b>	958,257	548,908	3,995,910	3,995,910	-	7,464,671	6,021,134	86.8%	-19.3%
<b>Ending Cash</b>	6,843,579	6,294,671	405,926	405,926	10,294,671	5,430,000	2,908,866	1237.7%	-36.8%

Transfer out to fund 314 – City Facility Construction fund to provide funding for the Civic Campus.

FUND 101 – STREETS

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 109,025	\$ 278,012	\$ (0)	\$ (0)	\$ 344,438	\$ -	\$ -	0.0%	0.0%
<u>Revenue</u>									
Storm Drainage Permits	51,000	81,500	48,000	48,000	34,286	-	-	-100.0%	0.0%
Federal Grant	-	3,420	-	-	-	-	-	0.0%	0.0%
Local State Grants	-	-	-	-	-	-	-	0.0%	0.0%
MV Fuel Tax	1,535,466	1,506,190	2,028,566	2,028,566	1,154,094	1,562,085	1,529,844	-23.0%	-2.1%
Interfund Services Charges	62,843	57,991	85,000	85,000	76,596	-	-	-100.0%	0.0%
Interest	243	753	200	200	370	-	-	-100.0%	0.0%
Insurance Recoveries	33,464	81,520	65,000	65,000	75,000	-	-	-100.0%	0.0%
Miscellaneous Revenue	(22,190)	(3,511)	10,000	10,000	30,800	-	-	-100.0%	0.0%
Transfer In	2,788,605	3,457,035	2,463,125	2,463,125	2,498,852	-	-	-100.0%	0.0%
<b>TOTAL REVENUE</b>	<b>4,449,431</b>	<b>5,184,898</b>	<b>4,699,891</b>	<b>4,699,891</b>	<b>3,869,998</b>	<b>1,562,085</b>	<b>1,529,844</b>	<b>-66.8%</b>	<b>-2.1%</b>
<u>Expenditures</u>									
11 Salaries	1,365,288	1,523,104	1,624,880	1,624,880	1,714,681	-	-	-100.0%	0.0%
111 Seasonal	40,229	79,402	39,500	39,500	64,956	-	-	-100.0%	0.0%
12 Overtime	51,993	85,505	25,000	25,000	12,425	-	-	-100.0%	0.0%
21 Social Security	110,198	126,575	126,554	126,554	124,776	-	-	-100.0%	0.0%
22 Retirement	178,988	211,990	215,957	215,957	215,902	-	-	-100.0%	0.0%
23 Medical Insurance	290,795	297,181	387,956	387,956	325,052	-	-	-100.0%	0.0%
24 Workman's Compensation	48,146	58,292	71,225	71,225	45,784	-	-	-100.0%	0.0%
25 Unemployment	2,947	3,378	2,121	2,121	2,245	-	-	-100.0%	0.0%
251 Paid Family & Medical Leave	85	2,470	2,389	2,389	2,389	-	-	-100.0%	0.0%
26 Uniforms	16,640	19,630	10,100	10,100	22,947	-	-	-100.0%	0.0%
31 Office & Operating	291,775	414,568	391,000	391,000	137,113	-	-	-100.0%	0.0%
32 Fuel	59,795	65,205	75,000	75,000	37,000	-	-	-100.0%	0.0%
35 Small Tools	9,864	11,574	8,500	8,500	7,675	-	-	-100.0%	0.0%
41 Professional Services	184,235	322,798	151,740	151,740	135,947	-	-	-100.0%	0.0%
42 Communication	7,250	10,726	9,300	9,300	10,716	-	-	-100.0%	0.0%
43 Travel	888	961	1,000	1,000	-	-	-	-100.0%	0.0%
44 Advertising	1,758	339	500	500	-	-	-	-100.0%	0.0%
45 Rents	12,684	34,555	2,000	2,000	6,383	-	-	-100.0%	0.0%
46 Insurance	90,654	72,882	94,139	94,139	79,519	-	-	-100.0%	0.0%
47 Public Utilities	451,645	485,475	484,600	484,600	374,741	-	-	-100.0%	0.0%
48 Repairs & Maintenance	87,090	115,788	110,444	110,444	41,269	-	-	-100.0%	0.0%
49 Miscellaneous	270,930	20,305	23,150	23,150	10,080	-	-	-100.0%	0.0%
64 Capital Outlay	29,288	39,536	35,000	35,000	35,000	-	-	-100.0%	0.0%
95 Interfund Rents	25,531	25,531	25,531	25,531	25,531	-	-	-100.0%	0.0%
98 Interfund Repairs	467,655	479,883	446,693	446,693	446,693	-	-	-100.0%	0.0%
99 Other Interfund Services	268,961	313,290	335,612	335,612	335,612	-	-	-100.0%	0.0%
00 Transfer Out	-	307,806	-	-	-	1,562,085	1,529,844	100.0%	-2.1%
<b>TOTAL EXPENDITURE</b>	<b>4,365,312</b>	<b>5,128,749</b>	<b>4,699,891</b>	<b>4,699,891</b>	<b>4,214,436</b>	<b>1,562,085</b>	<b>1,529,844</b>	<b>-66.8%</b>	<b>-2.1%</b>
Other adjustments (accruals)	84,868	10,277	-	-	-	-	-	0.0%	0.0%
<b>Ending Cash</b>	<b>278,012</b>	<b>344,438</b>	<b>(0)</b>	<b>(0)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>

FUND 102 – ARTERIAL STREETS

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%
<u>Revenue</u>									
Grant	473,794	5,750	-	-	-	-	-	0.0%	0.0%
Transfer In - TBD	1,824,187	1,349,064	1,200,000	1,200,000	1,398,308	-	-	-100.0%	0.0%
<b>TOTAL REVENUE</b>	<b>2,297,981</b>	<b>1,354,814</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,398,308</b>	<b>-</b>	<b>-</b>	<b>-100.0%</b>	<b>0.0%</b>
<u>Expenditures</u>									
Overlays - TBD	2,288,109	1,364,685	1,200,000	1,200,000	1,398,308	-	-	-100.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>2,288,109</b>	<b>1,364,685</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,398,308</b>	<b>-</b>	<b>-</b>	<b>-100.0%</b>	<b>0.0%</b>
Other adjustments (accruals)	(9,872)	9,871	-	-	-	-	-	0.0%	0.0%
<b>Ending Cash</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>

Starting in 2021, overlays will be charged directly to Fund 114 - TBD

FUND 103 – DRUG SEIZURE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 21,923	\$ 77,815	\$ 8,705	\$ 14,426	\$ 101,039	\$ 92,039	\$ 62,189	538.0%	-32.4%
<u>Revenue</u>									
Forfeited Property	55,971	37,819	10,000	30,000	10,000	10,000	10,000	-66.7%	0.0%
Interest	1,259	1,780	150	150	1,000	150	150	0.0%	0.0%
Equitable Sharing - Federal	-	-	-	-	-	-	-	0.0%	0.0%
Miscellaneous Revenue	-	-	-	-	-	-	-	0.0%	0.0%
<b>TOTAL REVENUE</b>	<b>57,230</b>	<b>39,599</b>	<b>10,150</b>	<b>30,150</b>	<b>11,000</b>	<b>10,150</b>	<b>10,150</b>	<b>-66.3%</b>	<b>0.0%</b>
<u>Expenditures</u>									
Small Tools	-	-	-	-	-	-	-	0.0%	0.0%
Miscellaneous	-	-	-	20,000	20,000	40,000	40,000	100.0%	0.0%
Operating Transfer	1,338	16,375	-	-	-	-	-	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>1,338</b>	<b>16,375</b>	<b>-</b>	<b>20,000</b>	<b>20,000</b>	<b>40,000</b>	<b>40,000</b>	<b>100.0%</b>	<b>0.0%</b>
<b>Ending Cash</b>	<b>77,815</b>	<b>101,039</b>	<b>18,855</b>	<b>24,576</b>	<b>92,039</b>	<b>62,189</b>	<b>32,339</b>	<b>153.0%</b>	<b>-48.0%</b>



FUND 104 – TRIBAL GAMING

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 38,666	\$ 11,124	\$ 5,592	\$ 5,592	\$ 6,922	\$ 6,997	\$ -	25.1%	-100.0%
<u>Revenue</u>									
Interest	286	133	75	75	75	-	-	-100.0%	0.0%
<b>TOTAL REVENUE</b>	<b>286</b>	<b>133</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>-</b>	<b>-</b>	<b>-100.0%</b>	<b>0.0%</b>
<u>Expenditures</u>									
Small Tools	20,521	4,335	-	-	-	-	-	0.0%	0.0%
Miscellaneous	-	-	-	-	-	6,997	-	100.0%	-100.0%
Transfer Out	7,307	-	-	-	-	-	-	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>27,828</b>	<b>4,335</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,997</b>	<b>-</b>	<b>100.0%</b>	<b>-100.0%</b>
Ending Cash	11,124	6,922	5,667	5,667	6,997	-	-	-100.0%	0.0%

FUND 105 – HOTEL/MOTEL

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 87,973	\$ 119,344	\$ 117,027	\$ 117,027	\$ 46,515	\$ 117,215	\$ 117,715	0.2%	0.4%
<u>Revenue</u>									
Hotel/Motel Tax	97,724	96,018	110,000	110,000	70,000	110,000	110,000	0.0%	0.0%
Interest	2,127	2,020	700	700	700	500	500	-28.6%	0.0%
<b>TOTAL REVENUE</b>	<b>99,851</b>	<b>98,038</b>	<b>110,700</b>	<b>110,700</b>	<b>70,700</b>	<b>110,500</b>	<b>110,500</b>	<b>-0.2%</b>	<b>0.0%</b>
<u>Expenditures</u>									
Miscellaneous	18,275	51,717	110,000	110,000	-	110,000	110,000	0.0%	0.0%
Transfer out	50,205	119,150	-	-	-	-	-	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>68,480</b>	<b>170,867</b>	<b>110,000</b>	<b>110,000</b>	<b>-</b>	<b>110,000</b>	<b>110,000</b>	<b>0.0%</b>	<b>0.0%</b>
Other Adjustments (accruals)	-	-	-	-	-	-	-		
Ending Cash	119,344	46,515	117,727	117,727	117,215	117,715	118,215	0.0%	0.4%

Miscellaneous includes payments to grant recipients.

FUND 106 – KBCC APPRECIATION FUND

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
Beginning Cash	\$ 5,780	\$ 6,269	\$ 4,556	\$ 4,556	\$ 4,848	\$ -	\$ -	-100.0%	0.0%
<u>Revenue</u>									
Contributions	1,152	1,122	1,250	1,250	500	-	-	-100.0%	0.0%
Interest	96	121	45	45	45	-	-	-100.0%	0.0%
TOTAL REVENUE	1,248	1,243	1,295	1,295	545	-	-	-100.0%	0.0%
<u>Expenditures</u>									
Miscellaneous	759	2,664	2,500	2,500	-	-	-	-100.0%	0.0%
Transfer Out	-	-	-	-	5,393	-	-	0.0%	0.0%
TOTAL EXPENDITURE	759	2,664	2,500	2,500	5,393	-	-	-100.0%	0.0%
Ending Cash	6,269	4,848	3,351	3,351	-	-	-	-100.0%	0.0%

Starting in 2021, the KBCC fund will be closed and contributions will be receipted directly into the General Fund.

FUND 108 – I/NET

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 413,320	\$ 422,891	\$ 447,792	\$ 447,792	\$ 528,810	\$ 519,120	\$ 212,620	15.9%	-59.0%
<u>Revenue</u>									
I/Net Fee	113,696	116,405	112,000	112,000	112,000	112,000	112,000	0.0%	0.0%
Interest	6,404	8,930	2,500	2,500	5,000	2,500	2,500	0.0%	0.0%
<b>TOTAL REVENUE</b>	<b>120,100</b>	<b>125,335</b>	<b>114,500</b>	<b>114,500</b>	<b>117,000</b>	<b>114,500</b>	<b>114,500</b>	<b>0.0%</b>	<b>0.0%</b>
<u>Expenditures</u>									
Professional Services	13,221	13,234	14,000	14,000	14,000	14,000	14,000	0.0%	0.0%
Communication	5,914	6,182	7,000	7,000	7,000	7,000	7,000	0.0%	0.0%
Miscellaneous	43,408	-	-	-	105,690	400,000	-	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>62,543</b>	<b>19,416</b>	<b>21,000</b>	<b>21,000</b>	<b>126,690</b>	<b>421,000</b>	<b>21,000</b>	<b>1904.8%</b>	<b>-95.0%</b>
Other adjustments (accruals)	(47,986)	-	-	-	-	-	-		
<b>Ending Cash</b>	<b>422,891</b>	<b>528,810</b>	<b>541,292</b>	<b>541,292</b>	<b>519,120</b>	<b>212,620</b>	<b>306,120</b>	<b>-60.7%</b>	<b>44.0%</b>

Projects		2020 Projection	2021 Estimate	2022 Estimate
1513	Sunnyside Treatment Plant	54,000	-	-
1715	Expansion of City I/Net	51,690	-	-
2001	Sunnyside Blvd Extension	-	400,000	-
		<u>105,690</u>	<u>400,000</u>	<u>-</u>

**FUND 109 – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%
<u>Revenue</u>									
Community Dev Block Grant	430,752	405,211	565,995	565,995	526,398	345,000	345,000	-39.0%	0.0%
<b>TOTAL REVENUE</b>	<b>430,752</b>	<b>405,211</b>	<b>565,995</b>	<b>565,995</b>	<b>526,398</b>	<b>345,000</b>	<b>345,000</b>	<b>-39.0%</b>	<b>0.0%</b>
<u>Expenditures</u>									
CDBG Payments	208,792	259,127	515,995	515,995	329,175	295,000	295,000	-42.8%	0.0%
Transfer Out	221,960	146,084	50,000	50,000	197,223	50,000	50,000	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>430,752</b>	<b>405,211</b>	<b>565,995</b>	<b>565,995</b>	<b>526,398</b>	<b>345,000</b>	<b>345,000</b>	<b>-39.0%</b>	<b>0.0%</b>
Ending Cash	-	-	-	-	-	-	-	0.0%	0.0%

Payments to organizations that have been awarded grants through the CDBG program.

FUND 110 – REET I

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 1,016,695	\$ 1,985,160	\$ 2,801,181	\$ 2,801,181	\$ 3,901,057	\$ 2,727,730	\$ 2,297,159	-2.6%	-15.8%
<u>Revenue</u>									
Real Estate Excise Taxes	1,681,013	1,951,190	1,150,000	1,150,000	1,950,000	1,500,000	1,200,000	30.4%	-20.0%
Interest	24,965	52,408	500	500	50,000	20,000	15,000	3900.0%	-25.0%
<b>TOTAL REVENUE</b>	<b>1,705,978</b>	<b>2,003,598</b>	<b>1,150,500</b>	<b>1,150,500</b>	<b>2,000,000</b>	<b>1,520,000</b>	<b>1,215,000</b>	<b>32.1%</b>	<b>-20.1%</b>
<u>Expenditures</u>									
Debt Service - Principal	79,368	83,525	-	-	-	-	-	0.0%	0.0%
Debt Service - Interest	8,145	4,176	-	-	-	-	-	0.0%	0.0%
Transfer Out	650,000	-	3,400,000	3,400,000	3,173,327	1,950,571	981,545	-42.6%	-49.7%
<b>TOTAL EXPENDITURE</b>	<b>737,513</b>	<b>87,701</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>3,173,327</b>	<b>1,950,571</b>	<b>981,545</b>	<b>-42.6%</b>	<b>-49.7%</b>
Ending Cash	1,985,160	3,901,057	551,681	551,681	2,727,730	2,297,159	2,530,614	316.4%	10.2%

Transfer out of \$1,950,571 for 2020 and \$ 981,545 for 2021 goes 100% to Fund 305 for street construction projects.

FUND 111 – REET II

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 922,712	\$ 1,977,431	\$ 2,833,212	\$ 2,833,212	\$ 3,981,170	\$ 2,807,843	\$ 2,377,272	-0.9%	-15.3%
<u>Revenue</u>									
Real Estate Excise Taxes	1,681,013	1,951,190	1,150,000	1,150,000	1,950,000	1,500,000	1,200,000	30.4%	-20.0%
Interest	23,706	52,549	1,000	1,000	50,000	20,000	15,000	1900.0%	-25.0%
<b>TOTAL REVENUE</b>	<b>1,704,719</b>	<b>2,003,739</b>	<b>1,151,000</b>	<b>1,151,000</b>	<b>2,000,000</b>	<b>1,520,000</b>	<b>1,215,000</b>	<b>32.1%</b>	<b>0.0%</b>
<u>Expenditures</u>									
Transfer Out	650,000	-	3,400,000	3,400,000	3,173,327	1,950,571	981,545	-42.6%	-49.7%
<b>TOTAL EXPENDITURE</b>	<b>650,000</b>	<b>-</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>3,173,327</b>	<b>1,950,571</b>	<b>981,545</b>	<b>-42.6%</b>	<b>0.0%</b>
Ending Cash	1,977,431	3,981,170	584,212	584,212	2,807,843	2,377,272	2,610,727	306.9%	-18.1%

Transfer out of \$1,950,571 for 2020 and \$ 981,545 for 2021 goes 100% to Fund 305 for street construction projects.

FUND 114 – TRANSPORTATION IMPROVEMENT BOARD

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 1,078,334	\$ 1,367,435	\$ 258,064	\$ 258,064	\$ 2,612,240	\$ 2,421,041	\$ 2,679,617	838.2%	10.7%
<u>Revenue</u>									
Sales Tax	2,430,772	2,813,907	2,506,734	2,506,734	2,391,821	2,463,576	2,537,483	0.0%	3.0%
Interest	34,842	52,951	3,000	3,000	50,000	20,000	15,000	0.0%	-25.0%
<b>TOTAL REVENUE</b>	<b>2,465,614</b>	<b>2,866,858</b>	<b>2,509,734</b>	<b>2,509,734</b>	<b>2,441,821</b>	<b>2,483,576</b>	<b>2,552,483</b>	<b>0.0%</b>	<b>2.8%</b>
<u>Expenditures</u>									
Office & Operating	-	94	-	-	-	-	-	0.0%	0.0%
Professional Services	-	-	-	-	-	1,250,000	1,600,000	0.0%	28.0%
Transfer Out	2,176,513	1,621,959	2,502,000	2,502,000	2,633,020	975,000	325,000	-61.0%	-66.7%
<b>TOTAL EXPENDITURE</b>	<b>2,176,513</b>	<b>1,622,053</b>	<b>2,502,000</b>	<b>2,502,000</b>	<b>2,633,020</b>	<b>2,225,000</b>	<b>1,925,000</b>	<b>-11.1%</b>	<b>-13.5%</b>
Ending Cash	1,367,435	2,612,240	265,798	265,798	2,421,041	2,679,617	3,307,100	0.0%	23.4%

**TBD Projects**

	2020 Projection	2021 Budget	2022 Budget
Annual Overlays	1,444,670	1,250,000	1,600,000
83rd Ave NE & Soper Hill Road Intersection Improvements	923,850		
47th at 3rd & 4th	-		
Soper Hill Road and & 71st Ave NE Intersection Improvements			100,000
Alder Avenue Sidewalk Improvements	88,500		
ADA Transition Plan and Pavement Management System	86,000		
8th Street Improvements		700,000	
80th St NE Non-Mortorized		150,000	100,000
Sunnyside 53rd	90,000	125,000	125,000
<b>TOTAL TBD FUNDED PROJECTS</b>	<b>2,633,020</b>	<b>2,225,000</b>	<b>1,925,000</b>



FUND 115 – AFFORDABLE HOUSING TAX

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,786	\$ 3,276	100.0%	-93.8%
<u>Revenue</u>									
Sales Tax	-	-	-	50,000	52,786	90,490	90,490	0.0%	0.0%
Interfund Loan Proceeds	-	-	-	450,000	-	450,000	-	0.0%	-100.0%
<b>TOTAL REVENUE</b>	-	-	-	500,000	52,786	540,490	90,490	0.0%	-83.3%
<u>Expenditures</u>									
Miscellaneous	-	-	-	-	-	90,000	90,000	0.0%	0.0%
Capital	-	-	-	500,000	-	500,000	-	0.0%	-100.0%
<b>TOTAL EXPENDITURE</b>	-	-	-	500,000	-	590,000	90,000	18.0%	-84.7%
Ending Cash	-	-	-	-	52,786	3,276	3,766	0.0%	15.0%

FUND 116 – SCHOOL MITIGATION FEES

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%
<u>Revenue</u>									
School Mitigation	-	-	-	-	2,229,248	2,250,000	2,250,000	0.0%	0.0%
<b>TOTAL REVENUE</b>	-	-	-	-	2,229,248	2,250,000	2,250,000	0.0%	0.0%
<u>Expenditures</u>									
Intergovernmental	-	-	-	-	2,229,248	2,250,000	2,250,000	100.0%	0.0%
<b>TOTAL EXPENDITURE</b>	-	-	-	-	2,229,248	2,250,000	2,250,000	100.0%	0.0%
Payoff of Interfund Loan	-	-	-	-	-	-	-		
<b>Ending Cash</b>	-	-	-	-	-	-	-	0.0%	0.0%

FUND 206 – LTGO BONDS

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
Beginning Cash	\$ 49,092	\$ 66,027	\$ 55,791	\$ 55,791	\$ 89,004	\$ 95,503	\$ 97,003	71.2%	1.6%
<u>Revenue</u>									
Interest & Other Earnings	18,137	24,695	4,000	4,000	9,000	4,000	4,000	0.0%	0.0%
Proceeds from Refunding	-	-	-	-	-	-	-	0.0%	0.0%
Transfers In	2,623,508	4,664,755	4,507,644	4,507,644	4,615,077	5,794,644	6,467,319	28.6%	11.6%
TOTAL REVENUE	2,641,645	4,689,450	4,511,644	4,511,644	4,624,077	5,798,644	6,471,319	28.5%	11.6%
<u>Expenditures</u>									
Debt Principal	1,635,000	1,700,000	1,840,000	1,840,000	1,840,000	2,815,000	3,600,000	53.0%	27.9%
Debt Interest	988,508	2,964,755	2,667,644	2,667,644	2,775,078	2,979,644	2,867,319	11.7%	-3.8%
Debt Issue Cost	1,202	1,718	2,500	2,500	2,500	2,500	2,500	0.0%	0.0%
Refunding Payment	-	-	-	-	-	-	-	0.0%	0.0%
TOTAL EXPENDITURE	2,624,710	4,666,473	4,510,144	4,510,144	4,617,578	5,797,144	6,469,819	28.5%	11.6%
Ending Cash	66,027	89,004	57,291	57,291	95,503	97,003	98,503	69.3%	1.5%

Purpose

This fund is for the recording and accounting of the \$7.2 million 2003 LTGO bond issue providing funds for the purchase and remodel of the new City Hall building (\$2.3M) located at 1049 State Avenue, Public Safety Remodel (\$.1M), construction of the Waterfront Park (\$1.2M) and the State Ave renovation project (\$3.6M). The bonds were issued in July 2003, with interest only payments through 2012. In 2013, this issue was refunded reducing the annual debt service payment by \$132,164.

In 2007 the City issued \$8.0M of LTGO bonds providing funds for transportation projects throughout the City. The projects include reconstruction of primary corridors and construction of “missing links” within the City’s current infrastructure. In 2016, this issue was refunded resulting in a reduction in the annual debt service payment.

In 2010, the City issued \$4.9M of LTGO bonds to purchase the Courthouse building which the City was leasing and the purchase of two other parcels. The bonds were issued in October 2010 with interest only payments through 2013. In 2020, this issue was refunded resulting in a reduction in the annual debt service payment.

In 2013, the City issued \$9.0M of LTGO bonds for the City’s share of the 156<sup>th</sup> overpass project and the Break-In-Access project.

In 2018, the City issued \$12.0M of LTGO bonds to fund the construction of the 1<sup>st</sup> Street Bypass, and \$35.5M of LTGO bonds to fund the construction of the new civic campus.

In 2020, the City issued \$13.0M of LTGO bonds to be used as additional funding for the construction of the new civic campus.

The debt service fund receives contributions from the General Fund, Street Construction Fund, Parks Construction Fund and the Waterworks Utility.

FUND 271 – LID 71

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 136,039	\$ 438,814	\$ 27,365	\$ 27,365	\$ 210,402	\$ 72,088	\$ 22,158	0.0%	-69.3%
<u>Revenue</u>									
Principal on LID 71	541,350	395,295	225,803	225,803	173,000	189,860	189,860	-15.9%	0.0%
Interest & Other Earnings	255,199	221,326	300,000	300,000	175,836	172,420	172,420	0.0%	0.0%
<b>TOTAL REVENUE</b>	<b>796,549</b>	<b>616,621</b>	<b>525,803</b>	<b>525,803</b>	<b>348,836</b>	<b>362,280</b>	<b>362,280</b>	<b>-31.1%</b>	<b>0.0%</b>
<u>Expenditures</u>									
Professional Services	4,194	6,508	6,000	6,000	6,500	6,500	6,500	8.3%	0.0%
Debt Principal	330,000	690,000	350,000	350,000	360,000	300,000	250,000	0.0%	-16.7%
Debt Interest	159,280	148,225	148,225	148,225	120,350	105,410	95,000	0.0%	-9.9%
Debt Issue Cost	300	300	500	500	300	300	300	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>493,774</b>	<b>845,033</b>	<b>504,725</b>	<b>504,725</b>	<b>487,150</b>	<b>412,210</b>	<b>351,800</b>	<b>-18.3%</b>	<b>-14.7%</b>
Ending Cash	438,814	210,402	48,443	48,443	72,088	22,158	32,638	-54.3%	47.3%

Local Improvement District 71 was established by Ordinance #2827 passed on September 29, 2010 for the purpose of carrying out the construction of an I5 overpass located at 156<sup>th</sup> Street NE. Construction of the overpass was completed in 2012 and the LID bonds were issued on September 23, 2014.

The debt service revenue is provided from special assessments on the properties within the boundaries of the LID 71. The proceeds are used to call the outstanding bonds on June 1<sup>st</sup> of each year.

Current bonds outstanding = \$2,540,000

FUND 299 – LID GUARANTY FUND

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ -	\$ 625,412	\$ -	\$ -	\$ 636,614	\$ 643,414	\$ 638,414	0.0%	-0.8%
<u>Revenue</u>									
Interest & Other Earnings	-	11,266	-	-	6,800	5,000	5,000	0.0%	0.0%
<b>TOTAL REVENUE</b>	-	11,266	-	-	6,800	5,000	5,000	100.0%	0.0%
<u>Expenditures</u>									
Miscellaneous	-	64	-	-	-	10,000	10,000	100.0%	0.0%
<b>TOTAL EXPENDITURE</b>	-	64	-	-	-	10,000	10,000	100.0%	0.0%
Ending Cash	-	636,614	-	-	643,414	638,414	633,414	100.0%	-0.8%

305 – STREET CONSTRUCTION

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 1,993,642	\$ 13,083,240	\$ 2,622,564	\$ 2,622,564	\$ 4,577,998	\$ 4,418,616	\$ 36,540	68.5%	-99.2%
<b>Revenue</b>									
Federal & State Grants	745,285	456,203	300,000	300,000	1,248,000	1,350,000	975,940	350.0%	-27.7%
TIB	1,135,327	-	4,000,000	4,000,000	5,135,505	-	-	-100.0%	0.0%
Snohomish County ILA	40,659	363,566	250,000	250,000	250,000	800,000	796,909		
Transportation Mitigation Fees	2,001,040	3,036,334	2,000,000	2,000,000	2,500,000	2,100,000	1,300,000	5.0%	-38.1%
Investment Interest	236,035	214,662	240,216	240,216	200,000	5,000	5,000	-97.9%	0.0%
Miscellaneous Revenue	6,431	5,000	-	-	-	-	-	0.0%	0.0%
Proceeds from Long Term Debt	12,078,269	-	-	-	-	-	-	0.0%	0.0%
Transfers In - General	123,200	-	-	-	-	-	-	0.0%	0.0%
Transfers In - CDBG	-	38,231	-	-	-	-	-	0.0%	0.0%
Transfers In - REET	1,300,000	-	6,800,000	6,800,000	6,346,655	3,901,143	1,963,091	-42.6%	-49.7%
Transfer In - TBD	236,360	333,101	1,305,000	1,305,000	1,188,350	975,000	325,000	0.0%	-67%
<b>TOTAL REVENUE</b>	<b>17,902,606</b>	<b>4,447,097</b>	<b>14,895,216</b>	<b>14,895,216</b>	<b>16,868,510</b>	<b>9,131,143</b>	<b>5,365,940</b>	<b>-38.7%</b>	<b>-41.2%</b>
<b>Expenditures</b>									
Professional Services	-	-	-	-	-	-	-	0.0%	0.0%
Miscellaneous Expense	1,988	1,086	-	-	-	-	-	0.0%	0.0%
Capital Outlay	5,131,500	11,624,848	15,985,000	15,985,000	15,551,373	12,035,000	3,415,000	-24.7%	-71.6%
Debt Issuance Costs	77,519	-	-	-	-	-	-	0.0%	0.0%
Transfer Out - Debt Service	1,212,883	1,470,094	1,476,519	1,476,519	1,476,519	1,478,219	1,939,019	0.1%	31.2%
<b>TOTAL EXPENDITURE</b>	<b>6,423,890</b>	<b>13,096,028</b>	<b>17,461,519</b>	<b>17,461,519</b>	<b>17,027,892</b>	<b>13,513,219</b>	<b>5,354,019</b>	<b>-22.6%</b>	<b>-60.4%</b>
Other Adjustments (Accruals)	(389,118)	143,689	-	-	-	-	-	0.0%	0.0%
<b>Ending Cash</b>	<b>13,083,240</b>	<b>4,577,998</b>	<b>56,261</b>	<b>56,261</b>	<b>4,418,616</b>	<b>36,540</b>	<b>48,461</b>	<b>-35.1%</b>	<b>32.6%</b>

Projects	2020 Projection	2021 Estimate	2022 Estimate
R0901 - First Street Bypass	\$ 6,919,105		
R1101 - 88th Street	879,830	2,000,000	2,000,000
R1302 - State Ave 3rd - 80th	81,051	1,500,000	
R1402 - SR529/Interstate 5 IJR (through final design)	-	10,000	40,000
R1601 - State Ave 100th to 116th	5,699,738	6,500,000	
R1702 - Grove Street Overcrossing	58,919		
R1703 - 156th, 160th, 51st Interim Improvement	10,000	150,000	200,000
R1705 - 83rd Soper Hill Rd Intersection Improvements	850,983		
R1801 - 80th St NE Non-Motorized (State to 51st)	52,500	150,000	100,000
TB802 - Alder Avenue Sidewalk Improvements	171,767		
TB903 - Soper Hill Rd and 71st Ave NE Intersection	50,604		100,000
R1901 - 2019 Citywide HSIP	479,728	550,000	
R2001 - Sunnyside Blvd and 52nd Ave NE Intersection	68,598	100,000	600,000
R2002 - Sunnyside Blvd and 53rd Ave NE Intersection	85,938	125,000	125,000
TB902 ADA Transition Plan	85,088		
TB905 Pavement Management	57,524		
TB101 8th Street Improvements		700,000	
R2101 Quiet Zone Evaluation		250,000	250,000
<b>Total Projects</b>	<b>\$ 15,551,373</b>	<b>\$ 12,035,000</b>	<b>\$ 3,415,000</b>

Transfer out to Fund 206 to cover the current year debt service payments.

FUND 310 – PARK CONSTRUCTION

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 422,661	\$ 167,579	\$ 161,470	\$ 161,470	\$ 984,226	\$ 204,589	\$ 69,849	26.7%	-65.9%
<u>Revenue</u>									
Grant Revenue	497,220	504,777	340,000	340,000	1,352,500	642,000	-	88.8%	-100.0%
Park Mitigation Fees	395,986	607,973	210,000	210,000	550,000	500,000	210,000	138.1%	-58.0%
Investment Interest	5,275	12,820	500	500	6,000	-	-	-100.0%	0.0%
Other Miscellaneous	29,188	29,094	29,000	29,000	64,000	29,000	29,000	0.0%	0.0%
Interfund Loan Receipts	1,403,009	-	-	-	-	-	-	0.0%	0.0%
Transfers In	788,429	603,908	1,307,939	1,307,939	314,207	1,225,000	55,000	-6.3%	-95.5%
<b>TOTAL REVENUE</b>	<b>3,119,107</b>	<b>1,758,572</b>	<b>1,887,439</b>	<b>1,887,439</b>	<b>2,286,707</b>	<b>2,396,000</b>	<b>294,000</b>	<b>26.9%</b>	<b>-87.7%</b>
<u>Expenditures</u>									
Capital Outlay	2,769,417	1,149,865	1,800,000	1,800,000	2,841,000	2,360,000	-	31.1%	-100.0%
Interfund Interest	13,009	12,631	-	-	13,000	13,000	13,000	100.0%	0.0%
Interfund Loan Payment*	-	-	-	-	-	-	-	0.0%	0.0%
Interfund Repairs	-	-	-	-	-	-	-	0.0%	0.0%
Transfer Out - Debt Service	158,334	157,138	212,344	212,344	212,344	157,740	157,905	-25.7%	0.1%
<b>TOTAL EXPENDITURE</b>	<b>2,940,760</b>	<b>1,319,634</b>	<b>2,012,344</b>	<b>2,012,344</b>	<b>3,066,344</b>	<b>2,530,740</b>	<b>170,905</b>	<b>25.8%</b>	<b>-93.2%</b>
Other Adjustments (accruals)	(433,429)	377,709	-	-	-	-	-	0.0%	0.0%
Ending Cash	167,579	984,226	36,565	36,565	204,589	69,849	192,944	91.0%	176.2%

Projects	2020 Projection	2021 Estimate	2022 Estimate
P1601 - Centennial Trail	482,000	1,750,000	-
P1702 - Ebey Trail	-	600,000	-
P1703 - Ebey Waterfront Park	70,000	-	-
P1801 - Olympic View Park	1,402,000	10,000	-
P2001 - Cedar Field Turf/Lights	887,000	-	-
<b>Total Projects</b>	<b>2,841,000</b>	<b>2,360,000</b>	<b>-</b>

Transfer out to Fund 206 to cover the annual debt service payment.

FUND 314 – CITY FACILITIES

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget	
						2021 Budget	2022 Budget			
Beginning Cash	\$ -	\$ 32,931,477	\$ 22,097,058	\$ 22,097,058	\$ 30,720,753	\$ 17,688,225	\$ -	-20.0%	-100.0%	
<b>Revenue</b>										
Investment Interest	284,119	665,324	750,000	750,000	500,000	750,000	150,454	0.0%	-79.9%	
Bond Proceeds	35,620,661	-	-	-	13,098,422	-	-	0.0%	0.0%	
Sale of Capital Assets	-	-	5,000,000	5,000,000	-	-	1,000,000	-100.0%	100.0%	
Transfers In	502,132	-	3,995,910	3,995,910	-	6,406,459	6,021,134	60.3%	-6.0%	
<b>TOTAL REVENUE</b>	<b>36,406,912</b>	<b>665,324</b>	<b>9,745,910</b>	<b>9,745,910</b>	<b>13,598,422</b>	<b>7,156,459</b>	<b>7,171,588</b>	<b>-26.6%</b>	<b>0.2%</b>	
<b>Expenditures</b>										
Salaries	-	27,340	-	-	108,775	112,872	115,805	100.0%	2.6%	
Social Security	-	2,063	-	-	8,173	8,541	8,765	100.0%	2.6%	
Retirement	-	3,516	-	-	13,933	13,104	13,445	100.0%	2.6%	
Health Insurance	-	2,425	-	-	9,731	9,730	9,730	100.0%	0.0%	
Workman's Compensation	-	639	-	-	2,500	2,368	2,368	100.0%	0.0%	
Unemployment	-	55	-	-	144	135	139	100.0%	3.0%	
Paid Family & Medical Leave	-	40	-	-	202	202	202	100.0%	0.0%	
Capital Outlay - Buildings	828,588	(3,679)	-	-	-	-	-	0.0%	0.0%	
Capital Outlay - Land	2,530,137	2,844,944	31,732,968	31,732,968	26,423,072	24,697,732	7,021,134	-22.2%	-71.6%	
Debt Issuance Expense	116,710	-	-	-	64,420	-	-	0.0%	0.0%	
Transfer Out	-	-	110,000	110,000	-	-	-	-100.0%	0.0%	
<b>TOTAL EXPENDITURE</b>	<b>3,475,435</b>	<b>2,877,343</b>	<b>31,842,968</b>	<b>31,842,968</b>	<b>26,630,950</b>	<b>24,844,684</b>	<b>7,171,588</b>	<b>-22.4%</b>	<b>-71.1%</b>	
Other Adjustments (accruals)	-	1,295	-	-	-	-	-	0.0%	0.0%	
Ending Cash	32,931,477	30,720,753	-	-	17,688,225	-	-	0.0%	100.0%	



FUND 401 – WATERWORKS UTILITY

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
Beginning Cash	\$ 15,721,171	\$ 13,491,347	\$ 8,856,785	\$ 8,856,785	\$ 13,827,285	\$ 11,703,663	\$ 10,048,393	32.1%	-14.1%
<b>Revenue</b>									
Grants	52,866	280,668	87,491	87,491	120,000	120,000	120,000	37.2%	0.0%
Charges for Utility Services	97,446	108,034	30,000	30,000	55,841	50,000	50,000	66.7%	0.0%
Water Service Fees	10,370,587	10,530,799	10,807,015	10,807,015	9,849,985	10,161,669	10,347,472	-6.0%	1.8%
Storm Drainage Charges	4,546,364	4,703,016	4,723,885	4,723,885	4,865,292	5,011,250	5,161,588	6.1%	3.0%
Sewer Service Fees	12,556,354	13,021,852	13,310,300	13,310,300	13,379,504	13,785,707	14,334,535	3.6%	4.0%
Interest	270,025	294,548	75,000	75,000	159,515	125,000	125,000	66.7%	0.0%
Rents	69,934	40,565	75,000	75,000	44,781	110,379	111,061	47.2%	0.6%
Insurance Recovery	14,027	142,591	-	-	20,927	-	-	0.0%	0.0%
Interfund Rents	64,926	64,926	64,926	64,926	64,926	-	-	-100.0%	0.0%
Miscellaneous Revenue	(16,094)	21,274	10,000	10,000	3,668	10,000	10,000	0.0%	0.0%
Intergovernmental Misc	14,128	-	-	-	-	-	-	0.0%	0.0%
Sale of Assets	-	854,519	-	-	-	-	-	0.0%	0.0%
<b>TOTAL REVENUE</b>	<b>28,040,563</b>	<b>30,062,792</b>	<b>29,183,617</b>	<b>29,183,617</b>	<b>28,564,439</b>	<b>29,374,005</b>	<b>30,259,656</b>	<b>0.7%</b>	<b>3.0%</b>
<b>Expenditures</b>									
Salaries	4,802,274	4,621,584	5,413,197	5,413,197	5,294,268	5,082,270	5,160,330	-6.1%	1.5%
Seasonal	72,547	84,467	90,000	90,000	-	90,000	90,000	0.0%	0.0%
Overtime	67,322	73,422	105,860	105,860	29,780	105,860	105,860	0.0%	0.0%
Social Security	368,060	356,746	415,442	415,442	376,310	391,941	398,566	-5.7%	1.7%
Retirement	596,887	596,356	706,666	706,666	616,367	606,422	615,433	-14.2%	1.5%
Medical Insurance	825,626	829,454	1,066,815	1,066,815	930,430	920,535	920,535	-13.7%	0.0%
Workmen's Compensation	127,416	132,742	193,709	193,709	105,229	123,589	123,589	-36.2%	0.0%
Unemployment	9,753	9,486	6,961	6,961	6,591	6,421	6,516	-7.8%	1.5%
Paid Family & Medical Leave	299	6,939	7,836	7,836	7,836	12,117	12,117	54.6%	0.0%
Uniforms	25,980	28,531	28,900	28,900	31,191	28,900	28,900	0.0%	0.0%
Office & Operating	1,189,534	1,344,200	1,318,397	1,318,397	1,106,071	1,295,200	1,295,200	-1.8%	0.0%
Fuel	103,777	103,882	85,200	85,200	70,742	85,200	85,200	0.0%	0.0%
Purchased Water	2,491,070	2,138,456	2,216,600	2,216,600	2,177,000	2,216,600	2,216,600	0.0%	0.0%
Small Tools	20,009	17,723	29,000	29,000	1,596	28,400	28,400	-2.1%	0.0%
Professional Services	873,745	633,574	1,005,750	1,005,750	915,665	673,210	673,210	-33.1%	0.0%
Communication	69,707	76,414	70,700	70,700	75,200	70,380	70,380	-0.5%	0.0%
Travel	4,608	4,520	12,500	12,500	2,479	12,500	12,500	0.0%	0.0%
Advertising	4,230	1,861	2,500	2,500	5,500	2,500	2,500	0.0%	0.0%
State & City Taxes	-	3,982,376	3,981,000	3,981,000	3,964,391	3,981,000	3,981,000	0.0%	0.0%
Rents	45,769	84,452	42,700	42,700	77,290	42,400	42,400	-0.7%	0.0%
Insurance	448,286	360,405	455,521	455,521	393,224	455,521	455,521	0.0%	0.0%
Public Utilities	708,703	824,135	759,000	759,000	657,315	749,190	749,190	-1.3%	0.0%
Repairs & Maintenance	1,325,754	533,074	706,198	706,198	481,996	592,988	592,988	-16.0%	0.0%
Miscellaneous Expenses	227,378	350,907	309,528	309,528	274,587	308,028	308,028	-0.5%	0.0%
Intergovernmental Prof	28,120	-	-	-	-	-	-	0.0%	0.0%
State Taxes	841,163	-	-	-	-	-	-	0.0%	0.0%
Operating Permits	126,288	-	-	-	-	-	-	0.0%	0.0%
City Taxes	2,812,696	-	-	-	-	-	-	0.0%	0.0%
Capital Outlay	367,525	76,628	129,500	129,500	182,601	44,500	44,500	-65.6%	0.0%
Interfund Repairs	727,562	608,430	586,951	586,951	586,951	560,445	613,844	-4.5%	9.5%
Other Interfund Services	1,768,232	2,002,149	2,226,525	2,226,525	2,226,525	2,162,747	2,181,749	-2.9%	0.9%
Transfer Out	6,120,911	6,887,991	6,368,971	6,368,971	6,590,926	6,502,563	6,429,840	2.1%	-1.1%
Transfer Out-Fund 402	3,333,400	3,500,000	3,500,000	3,500,000	3,500,000	2,750,000	550,000	-21.4%	-80.0%
<b>TOTAL EXPENDITURE</b>	<b>30,534,631</b>	<b>30,270,904</b>	<b>31,841,927</b>	<b>31,841,927</b>	<b>30,688,061</b>	<b>29,901,427</b>	<b>27,794,896</b>	<b>-6.1%</b>	<b>-7.0%</b>
Other Adjustments	264,244	544,050	-	-	-	-	-	0.0%	0.0%
Ending Cash	13,491,347	13,827,285	6,198,475	6,198,475	11,703,663	11,176,241	12,513,153	80.3%	12.0%

TOTAL - BUDGET REQUESTS

Line Item Increase	971,263	719,212
Grant Proceeds	287,835	293,262
	(131,250)	(87,500)
<b>Revised Ending Fund Balance</b>	<b>\$ 10,048,393</b>	<b>\$ 11,588,179</b>

FUND 401 – WATERWORKS UTILITY

**BUDGET REQUESTS**

		2021		2022	
Utilities	Line item increases	-	257,500	-	257,500
Utilities	NH - Utility Locator - filling vacancy from retirement	-	96,235	-	99,698
Utilities	NH - WWTP Operator - filling current vacancy	-	116,060	-	120,514
Utilities	Seasonal Storm	-	36,468	-	39,000
Utilities	Ranney Well Pump Repair/Replacement	-	150,000	-	150,000
Utilities	LK Goodwin Standpipe Replacement	-	60,000	-	60,000
Utilities	Edward Springs Booster Station Pump Rebuild/Replace	-	50,000	-	-
Utilities	SCADA Conversion	-	30,000	-	-
Utilities	Sunnyside Hills Sewer Repair and Maintenance	-	150,000	-	150,000
Utilities	Amar Rd and Water Quality Improvement	56,250	75,000	-	-
Utilities	Watershed Basin Planning Study	75,000	100,000	37,500	50,000
Utilities	NPDES	-	-	50,000	50,000
Utilities	Carry Over - ECM	-	107,500	-	-
Utilities	Increase due to IS Budget Requests	-	30,335	-	35,762
<b>Total Utility Operations</b>		<b>131,250</b>	<b>1,259,098</b>	<b>87,500</b>	<b>1,012,474</b>

Miscellaneous includes memberships, training, subscriptions and supplies for misc utility projects.

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME Water Operations-Construction PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 40141180

BUDGET REQUEST TITLE: Create Utility Locator position - T30

**DESCRIPTION/JUSTIFICATION**

Currently utility locating is performed by both the utility maintenance and utility construction departments. Hiring a full time locator would reduce the burden on both of those departments allowing them to focus more on their other duties. When there is not a full days worth of locating duties, this position could assist with meter repairs and other duties within the water divisions.

**BENEFIT IF APPROVED:**

Perform locating duties while reducing the impact to the utility maintenance and utility construction departments.

**IMPACT IF DENIED:**

The utility maintenance and construction departments would continue performing this work. With them performing these duties it may not allow them to complete other critical items. In addition, the utility construction department currently only has 4 maintenance workers. With that limited crew size, and having one of them locate, they would not have appropriately sized crew to be able to perform some of their work safely (water main installation/replacement, anything requiring traffic control).

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)	57,988	60,887	63,932	67,128	70,485	320,420
Overtime (12)						-
Benefits (20)	38,247	38,811	39,404	40,026	40,679	197,167
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>96,235</b>	<b>99,698</b>	<b>103,336</b>	<b>107,154</b>	<b>111,164</b>	<b>517,587</b>
<b>TOTAL REQUEST</b>	<b>96,235</b>	<b>99,698</b>	<b>103,336</b>	<b>107,154</b>	<b>111,164</b>	<b>517,587</b>

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

**DEPARTMENT NAME** Public Works **PRIORITY:** \_\_\_\_\_

**DEPARTMENT ORG #** 40142480

**BUDGET REQUEST TITLE:** Refill vacant Wastewater Treatment Plant Operator

**DESCRIPTION/JUSTIFICATION**

In 2020 one of two Group 3 certified wastewater treatment plant operator positions became vacant when one operator accepted another job opportunity closer to home. The Public Works Department advertised this position, began accepting applications, and conducted a few interviews. To date, the department has been unable to find a qualified candidate to refill the vacant position. Higher level wastewater treatment plant operators are in high demand and the current market for this type of position is challenging. The position will remain open until filled; the vacancy may carry over into 2021 and/or 2022.

**BENEFIT IF APPROVED:**

Have both Group 3 certified wastewater treatment plant operator positions filled. Able to meet operational requirements without impacting other positions. Able to complete priority tasks on schedule.

**IMPACT IF DENIED:**

Continue re-assigning the pretreatment technician (also a certified operator) to assist with wastewater treatment plant operator duties. Pretreatment duties deferred. Priority tasks deferred. Increased risk of operational issues within the collection system and/or treatment plant.

**Revenue Sources:**



	2021	2022	2023	2024	2025	2021-2025 Total
						-

**Expenditures:**

- Salaries (11)
- Overtime (12)
- Benefits (20)
- Office & Operating (31)
- Small Tools (35)
- Professional Services (41)
- Miscellaneous (49)
- Capital (60)\*
- Transfer (97)

74,583	78,312	82,228	86,339	90,656	412,118
					-
41,477	42,202	42,964	43,764	44,604	215,011
					-
					-
					-
					-
					-

**Total Expenditures**

<b>116,060</b>	<b>120,514</b>	<b>125,192</b>	<b>130,103</b>	<b>135,260</b>	<b>627,129</b>
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**TOTAL REQUEST**

<b>116,060</b>	<b>120,514</b>	<b>125,192</b>	<b>130,103</b>	<b>135,260</b>	<b>627,129</b>
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Check the year of request

2021  2022

DEPARTMENT NAME STORM/SEWER PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 40145040

BUDGET REQUEST TITLE: Seasonal Laborers - 2 Positions

**DESCRIPTION/JUSTIFICATION**

Two full-time Seasonal Laborer positions will assist the Storm/Sewer Maintenance division of Public Works with essential grounds maintenance at City retention pond facilities to maintain the appearance and value of City assets.

**BENEFIT IF APPROVED:**

These positions will enable more City retention pond facilities maintenance to be performed.

**IMPACT IF DENIED:**

If denied, it may not be possible to complete all City retention pond maintenance tasks.

**Revenue Sources:**



	2021	2022	2023	2024	2025	2021-2025 Total
						-

**Expenditures:**

Salaries (111)	36,168	38,700	41,409	44,307	47,409	207,993
Overtime (12)						-
Benefits (20)						-
Uniforms/Clothing (26)	300	300	300	300	300	1,500
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-

**Total Expenditures** 36,468 39,000 41,709 44,607 47,709 209,493

**TOTAL REQUEST** 36,468 39,000 41,709 44,607 47,709 209,493

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME Water Operations PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 40141580

BUDGET REQUEST TITLE: Ranney Well Pump Repair/Replacement

**DESCRIPTION/JUSTIFICATION**

The Ranney Well supplies water to our Stilly Treatment Plant. Currently we have 1 of 2 pumps not working. The pump will be pulled in 2020, but will need to be repaired or replaced in 2021.

**BENEFIT IF APPROVED:**

The city could continue to utilize its water right to provide drinking water.

**IMPACT IF DENIED:**

The city will only be able to pump at this source at 50% capacity. In turn there would be the need to purchase more water from the City of Everett, increasing costs.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	150,000					150,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>150,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,000</b>
<b>TOTAL REQUEST</b>	<b>150,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,000</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

**DEPARTMENT NAME** Water Operations **PRIORITY:** \_\_\_\_\_

**DEPARTMENT ORG #** 40141580

**BUDGET REQUEST TITLE:** Lk. Goodwin Standpipe Replacement

**DESCRIPTION/JUSTIFICATION**

The Lk Goodwin standpipe serves the 460 zone as well as the 327 zone. This standpipe has reached the end of its useful life as mentioned by the Department of Health. Additionally, it has started leaking and at minimum needs to be repaired.

**BENEFIT IF APPROVED:**

It would give the city a reliable standpipe to store its potable water and serve its customers.

**IMPACT IF DENIED:**

A complete failure of the standpipe which would put the city in a less than ideal situation for supplying its customers. In an emergency situation we could pump from Edward Springs reservoir; however, this reverses flows and pumps into the system at a higher pressure which creates water quality issues. Additionally, it creates a situation where the booster pumps at Edwards have to repeatedly start and stop which is not good for the pumps (and both these pumps need to be repaired/replaced).

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	60,000					60,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>60,000</b>
<b>TOTAL REQUEST</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>60,000</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

**DEPARTMENT NAME** Water Operations **PRIORITY:** \_\_\_\_\_

**DEPARTMENT ORG #** 40140080

**BUDGET REQUEST TITLE:** Edward Springs Booster Station Pump Rebuild/Replace

**DESCRIPTION/JUSTIFICATION**

The Edward Springs Booster Station is the only redund source for the Lake Goodwin Well and the 460 & 327 pressure zones. Without these pumps if there was to be a failure or inability to produce appropriate volumes of water from the Lake Goodwin Well, we would not have the ability to provide safe drinking water to these service areas. We have had a company come in to look at our concerns, and they said the pumps need to be pulled and evaluated to see if they can be rebuilt or need to be replaced. The Lake Goodwin Well site does not have an emergency generator, or the ability to hook up a portable generator to run it. There are two pumps that need to be evaluated and then either rebuilt or replaced.

**BENEFIT IF APPROVED:**

Have a reliable source of drinking water for customers in the 460 & 327 pressure zones in the event of the inability of the Lake Goodwin Well to produce.

**IMPACT IF DENIED:**

Risk not being able to provide safe drinking water to customers in the event the Lake Goodwin Well can't produce or a power outage.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						
						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	50,000					50,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
<b>TOTAL REQUEST</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>



**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

DEPARTMENT NAME Water Operations PRIORITY: 1

DEPARTMENT ORG # 40141580/40141680/40142480

BUDGET REQUEST TITLE: SCADA Conversion

**DESCRIPTION/JUSTIFICATION**

In 2021 the city will be upgrading its SCADA system and computers. There will be items that are out of the skill set of the SCADA Administrator that will need to be hired out during the conversion.

**BENEFIT IF APPROVED:**

Timely conversion of the SCADA system to the new computers with no lost historical data.

**IMPACT IF DENIED:**

A loss of monitoring capabilities during the conversion for an extended period. Possibly loss of historical data.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	30,000					30,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>30,000</b>	-	-	-	-	<b>30,000</b>
<b>TOTAL REQUEST</b>	<b>30,000</b>	-	-	-	-	<b>30,000</b>

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME Storm/Sewer PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 40142080

BUDGET REQUEST TITLE: Sunnyside Hills Sewer Repair and Maintenance

**DESCRIPTION/JUSTIFICATION**

The Sunnyside Hills neighborhood was designed and constructed in the mid-1960s. The sewer alignment is made up of short segments of concrete pipe, all behind homes with poor access, and soil conditions are very poor due to groundwater. In 2019 and 2011 the City had to perform emergency repairs in this neighborhood. These repairs were limited in scope and costly due to the underlying conditions. The system is also showing signs of deterioration that could result in additional failures. Due to the pipe location and soil conditions these failures would be exceptionally costly to mitigate or repair. The intent of this allocation is to begin to examine, identify, evaluate and correct deficiencies in this system prior to catastrophic failures. The emphasis of this effort would be on minimally invasive practices like lining due to the other limiting factors.

**BENEFIT IF APPROVED:**

Avoid complete replacement cost in the event of failure and insure continuity of service to residents.

**IMPACT IF DENIED:**

Further deterioration of condition of pipes and significant replacement costs or mitigation costs with failure.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	150,000	150,000				300,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>150,000</b>	<b>150,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>300,000</b>
<b>TOTAL REQUEST</b>	<b>150,000</b>	<b>150,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>300,000</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

**DEPARTMENT NAME** Storm/Sewer **PRIORITY:** \_\_\_\_\_

**DEPARTMENT ORG #** 40145040

**BUDGET REQUEST TITLE:** Armor Rd Improvements (Grant Funded)

**DESCRIPTION/JUSTIFICATION**

The Armar Design Grant Project is a FY2021 Washington State Department of Ecology grant awarded to the City that will result in a Design PSA for \$75K. The Grant and the PSA will be entered into and completed in 2021. The 2021 increase would need to be for \$75K over the budgeted \$55K for that year to cover the costs of this PSA. These expenses will be reimbursed via an Ecology grant at a rate of 75%. The actual increase in spending for 2021 will be \$18,750.

**BENEFIT IF APPROVED:**

This grant and design will provide for a design to improve Armar road and water quality in Jones Creek.

**IMPACT IF DENIED:**

Funds would need to be allocated from existing utilities funds, preventing those allocated activities or expenditures.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						
Ecology Grant	56,250					56,250
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	75,000					75,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>75,000</b>	-	-	-	-	<b>75,000</b>
<b>TOTAL REQUEST</b>	<b>18,750</b>	-	-	-	-	<b>18,750</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

**DEPARTMENT NAME** Storm/Sewer **PRIORITY:** \_\_\_\_\_

**DEPARTMENT ORG #** 40145040

**BUDGET REQUEST TITLE:** Watershed Basin Planning Study (Grant Funded)

**DESCRIPTION/JUSTIFICATION**

The Basin Planning Grant project consists of a FY2020 Washington State Department of Ecology grant and a subsequent PSA for \$195K. The PSA will be entered into in 2020. A portion of the funds will be expended in 2021 and 2022. The 2021 increase would need to be for \$100K over the budgeted \$55K for that year and \$50K over in 2022 to cover the costs of this PSA. These expenses will be reimbursed via an Ecology grant at a rate of 75%. The actual increase in spending for 2021 will be \$25K and the actual increase in spending in 2022 will be \$12,500.

**BENEFIT IF APPROVED:**

This program satisfies one of the City's Phase II Stormwater NPDES permit requirements and represents a cost savings due to the utilization of grant funds.

**IMPACT IF DENIED:**

Funds would need to be allocated from existing utilities funds, preventing those allocated activities or expenditures.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						
Ecology Grant	75,000	37,500				112,500
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	100,000	50,000				150,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>100,000</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,000</b>
<b>TOTAL REQUEST</b>	<b>25,000</b>	<b>12,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>37,500</b>

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME Storm/Sewer PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 40145040

BUDGET REQUEST TITLE: NPDES Permit Compliance Activities (Grant Funded)

**DESCRIPTION/JUSTIFICATION**

Washington State Department of Ecology has historically allocated a \$50k grant every two years to NPDES Stormwater Permit Cities. This Budget Request allocates these funds in anticipation of its award in the next budget Cycle. These funds do not have a match and are 100% reimbursed.

If this grant is not disbursed, these funds will not be spent.

**BENEFIT IF APPROVED:**

Allocation of these funds allows for the increase in Stormwater NPDES permit compliance activities.

**IMPACT IF DENIED:**

Funds would need to be allocated from existing utilities funds, preventing those allocated activities or expenditures.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						
Ecology Grant		50,000				50,000
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	-	50,000				50,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	-	<b>50,000</b>	-	-	-	<b>50,000</b>
<b>TOTAL REQUEST</b>	-	-	-	-	-	-

FUND 402 – UTILITY CONSTRUCTION

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
Beginning Cash	\$ 1,081,745	\$ 6,177,313	\$ 8,132,577	\$ 8,132,577	\$ 15,844,035	\$ 10,917,326	\$ 12,945,872	0.0%	18.6%
<b>Revenue</b>									
Water Capital Improvements	1,820,499	3,541,677	2,000,000	2,000,000	2,657,882	3,505,825	3,000,000	75.3%	-14.4%
State/Federal Grants	916,686	232,662	1,500,000	1,500,000	786,156	2,185,364	1,935,995	45.7%	-11.4%
Water Recovery Fees	-	9,755	-	-	1,660	-	-	0.0%	0.0%
Storm Water Capital Improvements	45,674	90,786	30,000	30,000	63,421	30,000	30,000	0.0%	0.0%
Pond Recovery	50,859	381,016	-	-	130,458	-	-	0.0%	0.0%
Sewer Capital Improvements	1,870,416	4,807,600	2,000,000	2,000,000	1,312,798	3,313,291	3,000,000	65.7%	-9.5%
Sewer Recovery	130,345	83,109	150,000	150,000	123,277	150,000	150,000	0.0%	0.0%
Interest	45,465	191,371	5,000	5,000	167,397	40,000	40,000	700.0%	0.0%
Insurance Recovery	-	130,000	-	-	103,583	-	-	0.0%	0.0%
Transfer In	3,333,400	3,500,000	3,500,000	3,500,000	3,500,000	2,750,000	550,000	-21.4%	-80.0%
<b>TOTAL REVENUE</b>	<b>8,213,344</b>	<b>12,967,976</b>	<b>9,185,000</b>	<b>9,185,000</b>	<b>8,846,632</b>	<b>11,974,480</b>	<b>8,705,995</b>	<b>30.4%</b>	<b>-27.3%</b>
<b>Expenditures</b>									
Capital Outlay	3,182,161	3,560,665	8,135,000	8,135,000	13,773,341	9,945,934	6,586,250	22.3%	-33.8%
<b>TOTAL EXPENDITURE</b>	<b>3,182,161</b>	<b>3,560,665</b>	<b>8,135,000</b>	<b>8,135,000</b>	<b>13,773,341</b>	<b>9,945,934</b>	<b>6,586,250</b>	<b>22.3%</b>	<b>-33.8%</b>
Other Adjustments	64,385	259,411	-	-	-	-	-	0.0%	0.0%
Ending Cash	6,177,313	15,844,035	9,182,577	9,182,577	10,917,326	12,945,872	15,065,617	41.0%	16.4%

<b>Total Projects</b>		<b>2020</b>	<b>2021</b>	<b>2022</b>
W1403	FIRE HYDRANT REPLACEMENT	32,173	37,500	37,500
W1605	WATER SUPPLY OP STRATEGY	54,654	-	-
W2101	COMEFORD PARK RESERVOIR RESTORATION	-	55,000	203,500
<b>Subtotal Water</b>		<b>86,827</b>	<b>92,500</b>	<b>241,000</b>
S1503	WWTP HEADWORKS REHAB	2,612,606	-	-
S1802	SAND FILTER REHAB	10,416	-	-
S1901	CHEMICAL TANK REPLACEMENT	18,000	18,000	-
S1902	WASTEWATER COMP PLAN	-	250,000	-
S1904	PILOT REMOVE SOLIDS	(67,304)	-	-
S2001	BIOSOLIDS REMOVAL	9,879,966	-	-
S2101	WWTP NEAR TERM IMPROVEMENTS	-	230,000	1,950,000
<b>Subtotal Sewer</b>		<b>12,453,683</b>	<b>498,000</b>	<b>1,950,000</b>
D1802	DOWNTOWN STORMWATER	970,341	2,765,000	3,000,000
D1803	HISTORIC DWNTN GRN RETROFIT	165,115	3,250,000	-
D1901	GEDDES CLEANUP	62,074	500,000	500,000
D2001	STRAWBERRY FIELDS TRAIL CULVERT REPLAC	35,300	512,700	-
D2100	ARMAR RD RETROFIT DESIGN	-	75,134	-
D2101	LID IMPROVEMENTS FOR 2ND ST & CEDAR AVE	-	2,252,600	895,250
<b>Subtotal Surface Water</b>		<b>1,232,830</b>	<b>9,355,434</b>	<b>4,395,250</b>
<b>Total Projects</b>		<b>13,773,341</b>	<b>9,945,934</b>	<b>6,586,250</b>

FUND 410 – SOLID WASTE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 5,221,370	\$ 4,268,008	\$ 6,130,640	\$ 6,130,640	\$ 5,020,852	\$ 4,686,461	\$ 4,517,206	-23.6%	-3.6%
<b>Revenue</b>									
DOE Grant	-	60,621	20,000	20,000	13,037	31,962	-	59.8%	-100.0%
Garbage Collection Service	7,595,051	7,752,406	8,000,000	8,000,000	7,711,509	8,240,000	8,487,200	3.0%	3.0%
Garbage Tags	14,645	18,541	12,000	12,000	5,834	12,000	12,000	0.0%	0.0%
Interest	82,436	100,468	50,000	50,000	70,991	61,885	61,528	23.8%	-0.6%
Intergovernmental	-	1,314	-	-	-	-	-	0.0%	0.0%
Miscellaneous Revenue	(2,591)	2,907	-	-	586	-	-	0.0%	0.0%
<b>TOTAL REVENUE</b>	<b>7,689,541</b>	<b>7,936,257</b>	<b>8,082,000</b>	<b>8,082,000</b>	<b>7,801,957</b>	<b>8,345,847</b>	<b>8,560,728</b>	<b>3.3%</b>	<b>2.6%</b>
<b>Expenditures</b>									
11 Salaries	775,874	794,251	869,273	869,273	830,053	830,679	841,472	-4.4%	1.3%
111 Seasonal	49,259	41,034	9,600	9,600	16,691	9,600	9,600	0.0%	0.0%
12 Overtime	44,507	50,104	16,350	16,350	78,541	16,350	16,350	0.0%	0.0%
21 Social Security	66,481	67,605	66,537	66,537	66,250	64,229	65,087	-3.5%	1.3%
22 Retirement	104,079	112,406	112,419	112,419	111,547	98,690	99,920	-12.2%	1.2%
23 Medical Insurance	189,193	206,128	213,564	213,564	213,659	222,096	222,096	4.0%	0.0%
24 Workmen's Compensation	29,748	30,908	36,560	36,560	23,825	25,914	25,914	-29.1%	0.0%
25 Unemployment	1,764	1,803	1,105	1,105	1,153	1,050	1,062	-5.0%	1.1%
251 Paid Family & Medical Leave	58	1,320	1,246	1,246	1,208	2,202	2,202	76.7%	0.0%
26 Uniforms	7,277	8,513	3,500	3,500	10,915	3,500	3,500	0.0%	0.0%
31 Office & Operating	75,857	101,831	196,000	196,000	100,000	196,000	196,000	0.0%	0.0%
32 Fuel	102,970	99,453	110,000	110,000	65,000	110,000	110,000	0.0%	0.0%
35 Small Tools	1,080	-	3,295	3,295	-	3,295	3,295	0.0%	0.0%
41 Professional Services	1,526,824	1,636,201	1,548,200	1,548,200	1,687,080	1,548,200	1,548,200	0.0%	0.0%
42 Communication	6,742	4,041	9,600	9,600	4,181	9,600	9,600	0.0%	0.0%
43 Travel	1,344	-	200	200	-	200	200	0.0%	0.0%
44 Advertising	425	299	800	800	656	800	800	0.0%	0.0%
44 Tipping Fees & City Taxes	-	3,222,566	3,142,652	3,142,652	3,245,050	3,142,652	3,142,652	0.0%	0.0%
45 Rents	-	-	200	200	-	200	200	0.0%	0.0%
56 Insurance	72,722	58,466	75,518	75,518	63,790	75,518	75,518	0.0%	0.0%
48 Repairs & Maintenance	12,399	7,910	66,500	66,500	44,653	66,500	66,500	0.0%	0.0%
49 Miscellaneous Expenses	2,518	8,753	14,698	14,698	1,500	14,698	14,698	0.0%	0.0%
51 Tipping Fees	1,892,867	-	-	-	-	-	-	0.0%	0.0%
53 State Taxes	320,676	-	-	-	-	-	-	0.0%	0.0%
54 City Taxes	992,419	-	-	-	-	-	-	0.0%	0.0%
95 Interfund Rents	10,159	10,159	10,159	10,159	10,159	10,159	10,159	0.0%	0.0%
98 Interfund Repairs & Maintenance	557,146	263,823	243,702	243,702	243,702	320,510	373,755	31.5%	16.6%
99 Other Interfund Services	434,752	494,260	540,589	540,589	540,589	528,991	533,443	-2.1%	0.8%
00 Transfer Out	7,195	-	375,000	375,000	776,146	-	-	-100.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>7,286,335</b>	<b>7,221,834</b>	<b>7,667,267</b>	<b>7,667,267</b>	<b>8,136,348</b>	<b>7,301,633</b>	<b>7,372,223</b>	<b>-4.8%</b>	<b>1.0%</b>
Other Misc Adjustments	(1,356,568)	38,421	-	-	-	-	-	0.0%	0.0%
Ending Cash	4,268,008	5,020,852	6,545,373	6,545,373	4,686,461	5,730,675	5,705,711	-12.4%	-0.4%
	4,268,008	-	-	-	-	-	-	-	-

<b>TOTAL - BUDGET REQUESTS</b>	1,199,365	219,748
Line Item Increases	14,104	2,053,619
Annexation Revenue Increase	-	(2,832,258)
<b>Revised Ending Fund Balance</b>	<b>\$ 4,517,206</b>	<b>\$ 6,264,602</b>

**BUDGET REQUESTS**

	2021	2022
Solid Waste Purchase (2) new residential collection trucks	-	820,000
Solid Waste Line Item Increases	-	14,104
Solid Waste Purchase New Collection Carts for Central Annexation	-	325,000
Solid Waste NH - (2) New MWII for Central Annexation	-	52,416
Solid Waste Annexation Revenue Increase	-	-
Solid Waste Increase due to IS Budget Requests	-	1,949
<b>Total Solid Waste</b>	<b>-</b>	<b>1,213,469</b>
		<b>2,832,258</b>
		<b>2,273,367</b>

Miscellaneous includes publications, training and other miscellaneous expenses.

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME FLEET PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 50100048 (41046300)

BUDGET REQUEST TITLE: Purchase (2) New Residential Collection Trucks

**DESCRIPTION/JUSTIFICATION**

The Solid Waste Division will need to purchase (2) new residential collection trucks to service the Central Annexation area in 2022. Historically, the lead time for manufacturing new garbage trucks is between 12-18 months. The order for new trucks will need to be made in 2020 with acquisition and payment occurring in 2021.

**BENEFIT IF APPROVED:**

The purchase of (2) new residential collection trucks will allow the City to provide garbage collection services in the Central Annexation area.

**IMPACT IF DENIED:**

If additional collection trucks are not purchased, the current Solid Waste fleet will not be capable of servicing the Central Annexation area.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	-					-
Transfer (97)	820,000					820,000
<b>Total Expenditures</b>	<b>820,000</b>	-	-	-	-	<b>820,000</b>
<b>TOTAL REQUEST</b>	<b>820,000</b>	-	-	-	-	<b>820,000</b>



**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

DEPARTMENT NAME SOLID WASTE PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 41046060

BUDGET REQUEST TITLE: Purchase New Collection Carts for Central Annexation

**DESCRIPTION/JUSTIFICATION**

The Solid Waste Division will need to purchase approximately 7,500 new residential collection carts to service the Central Annexation area in 2022.

**BENEFIT IF APPROVED:**

The purchase of new residential collection carts will allow the City to provide garbage collection services in the Central Annexation area.

**IMPACT IF DENIED:**

If additional collection carts are not purchased, the Division will not be capable of servicing the Central Annexation area.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*	325,000					325,000
Transfer (97)						-
<b>Total Expenditures</b>	<b>325,000</b>	-	-	-	-	<b>325,000</b>
<b>TOTAL REQUEST</b>	<b>325,000</b>	-	-	-	-	<b>325,000</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

DEPARTMENT NAME SOLID WASTE PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # 41046060

BUDGET REQUEST TITLE: (2) New MWII FTEs for Central Annexation

**DESCRIPTION/JUSTIFICATION**

The Solid Waste Division will need (2) additional FTEs to service the Central Annexation area. The new FTEs will be hired in the last quarter of 2021.

**BENEFIT IF APPROVED:**

The City will have sufficient staff to provide garbage collection service to the residents of the Central Annexation area.

**IMPACT IF DENIED:**

The City will not have sufficient staff to provide garbage collection service to the residents of the Central Annexation area.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						
Annexation Revenue Increase		2,832,258	2,832,258	2,832,258	2,832,258	11,329,032
<b>Expenditures:</b>						
Salaries (11)	32,592	136,886	143,730	150,918	158,464	622,590
Overtime (12)						-
Benefits (20)	19,824	80,564	81,896	83,294	84,762	350,340
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>52,416</b>	<b>217,450</b>	<b>225,626</b>	<b>234,212</b>	<b>243,226</b>	<b>972,930</b>
<b>TOTAL REQUEST</b>	<b>52,416</b>	<b>(2,614,808)</b>	<b>(2,606,632)</b>	<b>(2,598,046)</b>	<b>(2,589,032)</b>	<b>(10,356,102)</b>

FUND 420 – GOLF COURSE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,728	\$ 183,004	0.0%	-23.0%
<u>Revenue</u>									
Merchandise Sales	147,432	173,963	132,850	132,850	153,051	132,850	132,850	0.0%	0.0%
Green Fees	687,458	814,796	784,527	784,527	1,004,873	784,527	784,527	0.0%	0.0%
Lessons	5,277	4,097	5,000	5,000	2,185	5,000	5,000	0.0%	0.0%
Interest	322	2,515	-	-	800	-	-	0.0%	0.0%
Golf Cart Lease	223,918	267,492	213,282	213,282	293,793	213,282	213,282	0.0%	0.0%
Other Leases	51,425	50,707	51,367	51,367	31,224	64,474	66,218	25.5%	2.7%
Insurance Recoveries	5,920	-	-	-	-	-	-	0.0%	0.0%
Miscellaneous Revenue	2,418	2,501	-	-	1,082	-	-	0.0%	0.0%
Donations - Holiday Lights	15,884	11,731	15,000	15,000	-	-	-	-100.0%	0.0%
Transfer In	268,771	12,653	65,900	65,900	-	-	-	-100.0%	0.0%
<b>TOTAL REVENUE</b>	<b>1,408,825</b>	<b>1,340,455</b>	<b>1,267,926</b>	<b>1,267,926</b>	<b>1,487,008</b>	<b>1,200,133</b>	<b>1,201,877</b>	<b>-5.3%</b>	<b>0.1%</b>
<u>Expenditures</u>									
Salaries	355,595	-	-	-	-	-	-	0.0%	0.0%
Overtime	1,524	-	-	-	-	-	-	0.0%	0.0%
Social Security	26,745	-	-	-	-	-	-	0.0%	0.0%
Retirement	6,569	-	-	-	-	-	-	0.0%	0.0%
Medical Insurance	9,948	-	-	-	-	-	-	0.0%	0.0%
Workmen's Compensation	6,042	-	-	-	-	-	-	0.0%	0.0%
Unemployment	3,192	-	-	-	-	-	-	0.0%	0.0%
Uniforms	-	915	-	-	-	-	-	0.0%	0.0%
Office & Operating	103,083	94,992	89,091	89,091	85,478	89,091	89,091	0.0%	0.0%
Fuel	19,575	20,026	23,250	23,250	16,686	23,250	23,250	0.0%	0.0%
Inventory Supplies	102,208	116,300	61,831	61,831	86,915	61,831	61,831	0.0%	0.0%
Small Tools	970	3,327	3,000	3,000	391	3,000	3,000	0.0%	0.0%
Professional Services	127,064	579,133	599,499	599,499	590,947	599,499	599,499	0.0%	0.0%
Communication	611	7,507	4,320	4,320	3,490	4,320	4,320	0.0%	0.0%
Travel	265	708	1,400	1,400	576	1,400	1,400	0.0%	0.0%
Advertising	8,724	10,278	15,000	15,000	4,170	15,000	15,000	0.0%	0.0%
State Taxes	-	5,978	4,800	4,800	4,800	4,800	4,800	0.0%	0.0%
Operating Rents	51,188	49,798	52,410	52,410	36,733	52,410	52,410	0.0%	0.0%
Insurance	54,236	47,379	57,588	57,588	49,741	57,588	57,588	0.0%	0.0%
Public Utilities	64,864	60,720	53,077	53,077	55,577	53,077	53,077	0.0%	0.0%
Repairs & Maintenance	37,354	55,187	30,000	30,000	29,185	30,000	30,000	0.0%	0.0%
Miscellaneous Expenses	35,775	48,766	26,307	26,307	38,238	26,307	26,307	0.0%	0.0%
State Taxes	4,845	-	-	-	-	-	-	0.0%	0.0%
Capital Outlay	48,336	-	-	-	-	-	-	0.0%	0.0%
Debt Service - Principal	275,245	175,000	185,000	185,000	185,000	195,000	-	5.4%	-100.0%
Debt Service - Interest	40,006	29,137	19,950	19,950	19,950	10,238	-	-48.7%	-100.0%
Debt Issue Cost	300	300	700	700	700	700	-	0.0%	-100.0%
Interfund Repairs & Maintenance	7,137	6,780	7,056	7,056	7,056	5,537	5,651	-21.5%	2.1%
Other Interfund Services	30,776	30,560	33,647	33,647	33,647	21,809	22,007	-35.2%	0.9%
<b>TOTAL EXPENDITURE</b>	<b>1,422,177</b>	<b>1,342,791</b>	<b>1,267,926</b>	<b>1,267,926</b>	<b>1,249,280</b>	<b>1,254,857</b>	<b>1,049,231</b>	<b>-1.0%</b>	<b>-16.4%</b>
Interfund (accruals)	13,352	2,336	-	-	-	-	-	0.0%	0.0%
Ending Cash	-	-	-	-	237,728	183,004	335,650	100.0%	83.4%

TOTAL - BUDGET REQUESTS  
Revised Ending Fund Balance

	84,000	99,000
	<b>\$ 99,004</b>	<b>\$ 236,650</b>

**BUDGET REQUESTS**

2021

2022

Golf	Labor increases	-	70,000	-	75,000
Golf	Equipment leases	-	14,000	-	24,000
<b>Total Golf</b>		-	<b>84,000</b>	-	<b>99,000</b>

Miscellaneous includes alarm system maintenance, dues, and subscription

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

**DEPARTMENT NAME** Parks - Golf **PRIORITY:** \_\_\_\_\_

**DEPARTMENT ORG #** 42047165/42047267

**BUDGET REQUEST TITLE:** Golf Course Labor

**DESCRIPTION/JUSTIFICATION**

There has been a 17.4% increase in minimum wage from 2018 to 2020. Assuming no COLA increase in 2021 and based solely on the mandated minimum wage increase through 2020, payroll budget would need to be at \$552k in order to simply maintain the level of service and support established in 2018; this request is for a total of \$550k in 2021 and \$555K in 2022.  
 Comparing Revenue for the full year in 2018 to YTD revenue in 2020, green Fee revenue has increased 17.4% and overall Course Revenue is up 14% for the same timeframe. We anticipate an additional \$100k in revenue before the end of the year 2020.  
 Request is for an additional \$70k in labor expenses in 2021 and \$75k in 2022.

**BENEFIT IF APPROVED:**

Ability to maintain highly professional staff across operations and maintenance. Allowing for continued course excellence and golfer satisfaction. As we always have done, we will monitor our staffing levels and save when we can.

**IMPACT IF DENIED:**

Long-term staff deserves increases and not getting comparable wages for amount of time served, could result in unhappy staff members and a lot of staff turnover. Adverse impact on golfer satisfaction leading to a reduction in overall revenue provided to the City. We have 8 key staff members who have been at Cedarcrest for some time and are loved by our guests. We want to retain those key staff members by offering a fair/equitable wage. Min wage has gone up so much over the past few years and if we aren't competitive with our starting wage, we will have a very difficult time hiring seasonal help.

	2021-2025					
	2021	2022	2023	2024	2025	Total
<b>Revenue Sources:</b>						
Green Fees & Pro Shop						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	70,000	75,000				145,000
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>70,000</b>	<b>75,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>145,000</b>
<b>TOTAL REQUEST</b>	<b>70,000</b>	<b>75,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>145,000</b>

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME Parks - Golf PRIORITY: \_\_\_\_\_

DEPARTMENT ORG # \_\_\_\_\_

BUDGET REQUEST TITLE: Golf Course Maintenance

**DESCRIPTION/JUSTIFICATION**

Current maintenance equipment will be out of service July 2021 per contract. Replacement equipment required in order to maintain the golf course.  
 Comparing Revenue for the full year in 2018 thru YTD, green Fee revenue has increased 17.4% and Overall Course Revenue is up 14% for the same timeframe. We anticipate an additional \$100k in revenue before the end of the year 2020.  
 Request is for an additional \$14k in maintenance expenses in 2021 and \$24k in 2022.

**BENEFIT IF APPROVED:**

The golf course will remain in excellent condition allowing for continued strong revenue generation and continued golfer satisfaction. By purchasing/leasing new equipment, we will save a significant amount on repairs and maintenance as well as labor to repair older equipment.

**IMPACT IF DENIED:**

Golf course condition will diminish and revenue will fall off significantly impacting golfer satisfaction and ability to provide the City with a strong revenue source. We lose 3 pieces of equipment mid 2021(lease is up) and if we don't replace these units the golf course will suffer. If we don't replace these units, repairs and maintenance will increase significantly (which it has over the past 2-3years with the older equipment).

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						-
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)	14,000	24,000				38,000
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>14,000</b>	<b>24,000</b>	-	-	-	<b>38,000</b>
<b>TOTAL REQUEST</b>	<b>14,000</b>	<b>24,000</b>	-	-	-	<b>38,000</b>

FUND 450 – UTILITY DEBT SERVICE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 1,886,662	\$ 2,035,846	\$ 1,994,762	\$ 1,994,762	\$ 2,164,777	\$ 2,243,977	\$ 2,293,177	12.5%	2.2%
<u>Revenue</u>									
Investment Interest	149,483	78,556	50,000	50,000	80,000	50,000	50,000	0.0%	0.0%
Transfer In	5,233,533	5,227,354	5,218,026	5,218,026	5,218,026	5,204,274	5,140,890	-0.3%	-1.2%
<b>TOTAL REVENUE</b>	<b>5,383,016</b>	<b>5,305,910</b>	<b>5,268,026</b>	<b>5,268,026</b>	<b>5,298,026</b>	<b>5,254,274</b>	<b>5,190,890</b>	<b>-0.3%</b>	<b>-1.2%</b>
<u>Expenditures</u>									
Miscellaneous Expense	300	745	500	500	800	800	800	60.0%	0.0%
Debt Service - Principal	3,835,757	3,940,757	4,060,757	4,060,757	4,060,757	4,195,758	4,288,126	3.3%	2.2%
Debt Service - Interest	1,397,775	1,275,477	1,157,269	1,157,269	1,157,269	1,008,516	852,764	-12.9%	-15.4%
Debt Issue Cost	-	-	450	450	-	-	-	-100.0%	0.0%
<b>TOTAL EXPENDITURE</b>	<b>5,233,832</b>	<b>5,216,979</b>	<b>5,218,976</b>	<b>5,218,976</b>	<b>5,218,826</b>	<b>5,205,074</b>	<b>5,141,690</b>	<b>-0.3%</b>	<b>-1.2%</b>
Other Adjustments	-	40,000	-	-	-	-	-	0.0%	0.0%
<b>Ending Cash</b>	<b>2,035,846</b>	<b>2,164,777</b>	<b>2,043,812</b>	<b>2,043,812</b>	<b>2,243,977</b>	<b>2,293,177</b>	<b>2,342,377</b>	<b>12.2%</b>	<b>2.1%</b>

Miscellaneous includes administrative fees on revenue bonds.

FUND 501 – FLEET MAINTENANCE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Budget	2022 Budget		
<b>Beginning Cash</b>	\$ 505,292	\$ 743,581	\$ 352,149	\$ 352,149	\$ 694,360	\$ 784,653	\$ 782,144	122.8%	-0.3%
<u>Revenue</u>									
Investment Interest	11,622	17,127	1,500	1,500	7,511	5,000	5,000	233.3%	0.0%
Insurance Recovery	27,184	11,720	10,000	10,000	6,159	10,000	10,000	0.0%	0.0%
Equipment Rental	1,054,894	1,047,260	1,076,422	1,076,422	1,076,422	1,085,723	1,099,314	0.9%	1.3%
Equipment Replacement	1,247,000	600,000	448,000	448,000	448,000	200,000	400,000	-55.4%	100.0%
Sales - Central Stores	27,516	32,848	30,000	30,000	28,967	30,000	30,000	0.0%	0.0%
Small Engine Shop	130,203	133,309	136,966	136,966	136,966	132,484	132,514	-3.3%	0.0%
Miscellaneous	6,894	2,792	-	-	1,364	-	-	0.0%	0.0%
Sale of Fixed Asset	27,397	37,269	-	-	-	-	-	0.0%	0.0%
Transfer-In	252,542	366,444	495,000	495,000	896,162	-	-	-100.0%	0.0%
<b>TOTAL REVENUE</b>	<b>2,785,252</b>	<b>2,248,769</b>	<b>2,197,888</b>	<b>2,197,888</b>	<b>2,601,551</b>	<b>1,463,207</b>	<b>1,676,828</b>	<b>-33.4%</b>	<b>14.6%</b>
<u>Expenditures</u>									
Salaries	431,492	438,217	457,902	457,902	464,295	471,870	480,745	3.1%	1.9%
Seasonal	2,184	4,249	5,000	5,000	-	5,000	5,000	0.0%	0.0%
Overtime	364	1,543	5,300	5,300	2,440	5,300	5,300	0.0%	0.0%
Social Security	32,687	33,316	35,127	35,127	32,798	36,297	36,990	3.3%	1.9%
Retirement	52,428	56,167	59,856	59,856	56,394	56,074	57,104	-6.3%	1.8%
Medical Insurance	98,934	102,569	106,984	106,984	103,552	103,343	103,343	-3.4%	0.0%
Workmen's Compensation	13,175	14,666	18,724	18,724	11,742	13,233	13,233	-29.3%	0.0%
Unemployment	864	888	584	584	582	587	599	0.5%	2.0%
Paid Family & Medical Leave	26	650	660	660	660	1,124	1,124	70.3%	0.0%
Uniforms	5,922	5,901	6,400	6,400	5,232	6,400	6,400	0.0%	0.0%
Office & Operating	39,946	36,427	14,500	14,500	29,981	14,500	14,500	0.0%	0.0%
Fuel Consumed	1,223	1,398	2,500	2,500	1,241	2,500	2,500	0.0%	0.0%
Inventory Supplies	245,733	288,370	230,000	230,000	273,559	230,000	230,000	0.0%	0.0%
Small Tools	3,770	709	20,000	20,000	-	20,000	20,000	0.0%	0.0%
Professional Services	250	375	500	500	1,100	500	500	0.0%	0.0%
Communication	2,324	2,221	1,900	1,900	2,234	1,900	1,900	0.0%	0.0%
Travel	-	-	800	800	-	800	800	0.0%	0.0%
Advertising	425	-	800	800	-	800	800	0.0%	0.0%
Insurance	6,973	5,606	7,241	7,241	6,117	7,241	7,241	0.0%	0.0%
Public Utilities	3,943	2,366	4,000	4,000	2,364	4,000	4,000	0.0%	0.0%
Repairs & Maintenance	144,982	304,712	136,000	136,000	305,000	136,000	136,000	0.0%	0.0%
Miscellaneous	18,045	12,998	27,900	27,900	15,000	27,900	27,900	0.0%	0.0%
Training	620	110	4,300	4,300	(110)	4,300	4,300	0.0%	0.0%
Capital Outlay	1,343,572	883,737	943,000	943,000	1,096,047	200,000	400,000	-78.8%	100.0%
Interfund Rent	13,717	13,717	13,717	13,717	13,717	13,717	13,717	0.0%	0.0%
Other Interfund	63,535	81,368	87,313	87,313	87,313	99,290	100,229	13.7%	0.9%
<b>TOTAL EXPENDITURE</b>	<b>2,527,134</b>	<b>2,292,280</b>	<b>2,191,008</b>	<b>2,191,008</b>	<b>2,511,258</b>	<b>1,462,676</b>	<b>1,674,225</b>	<b>-33.2%</b>	<b>14.5%</b>
Other Adjustments (accruals)	(19,828)	(5,710)	-	-	-	-	-	0.0%	0.0%
Ending Cash	743,581	694,360	359,029	359,029	784,653	785,184	784,747	118.7%	-0.1%

TOTAL - BUDGET REQUESTS	1,180,000	-
Line Item Increases	3,040	3,584
Transfer In	(1,180,000)	-
<b>Revised Ending Fund Balance</b>	<b>\$ 782,144</b>	<b>\$ 781,163</b>

Miscellaneous includes Faster S/W Maintenance, dues, and training.

FUND 501 – FLEET MAINTENANCE

**BUDGET REQUESTS**

2021

2022

Fleet	Increase due to IS Budget Requests	-	3,040	-	3,584
Fleet	C/O - Purchase of 6 new police vehicles	360,000	360,000	-	-
	New Vehicles				
Fleet	New - Purchase (2) new residential collection trucks (request included in Solid Waste)	820,000	820,000	-	-
<b>Total Fleet</b>		<b>1,180,000</b>	<b>1,183,040</b>	<b>-</b>	<b>3,584</b>



FUND 502 – FACILITY MAINTENANCE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Estimate	2022 Estimate		
<b>Beginning Cash</b>	\$ 115,356	\$ 130,044	\$ 115,502	\$ 115,502	\$ 61,306	\$ 61,739	\$ 61,739	-46.5%	0.0%
<u>Revenue</u>									
Investment Interest	2,242	1,824	150	150	433	150	150	0.0%	0.0%
Building Maintenance	624,445	549,389	562,091	562,091	906,161	662,454	670,767	17.9%	1.3%
<b>TOTAL REVENUE</b>	<b>626,687</b>	<b>551,213</b>	<b>562,241</b>	<b>562,241</b>	<b>906,594</b>	<b>662,604</b>	<b>670,917</b>	<b>17.9%</b>	<b>1.3%</b>
<u>Expenditures</u>									
Salaries	180,380	205,850	212,894	212,894	348,261	225,217	230,985	5.8%	2.6%
Seasonal	-	-	-	-	19,366	30,000	30,000	100.0%	0.0%
Overtime	25,908	14,706	7,000	7,000	19,465	7,000	7,000	0.0%	0.0%
Social Security	15,629	16,628	16,618	16,618	27,830	20,185	20,633	21.5%	2.2%
Retirement	25,623	28,275	28,207	28,207	38,718	30,526	31,196	8.2%	2.2%
Medical Insurance	32,497	37,449	38,478	38,478	64,297	55,673	55,673	44.7%	0.0%
Workmen's Compensation	6,036	6,534	8,497	8,497	9,250	7,932	7,932	-6.6%	0.0%
Unemployment	409	441	274	274	475	271	276	-1.1%	1.8%
Paid Family & Medical Leave	15	323	308	308	308	705	705	128.9%	0.0%
Uniforms	947	1,471	800	800	4,014	3,300	3,300	312.5%	0.0%
Office & Operating	22,396	17,517	20,000	20,000	47,594	44,600	44,600	123.0%	0.0%
Fuel Consumed	3,551	3,354	4,000	4,000	2,623	4,000	4,000	0.0%	0.0%
Small Tools	185	-	1,500	1,500	10,000	6,500	6,500	333.3%	0.0%
Professional Services	60,568	62,760	59,806	59,806	52,988	8,700	8,700	-85.5%	0.0%
Communication	5,382	5,753	6,600	6,600	7,018	8,600	8,600	30.3%	0.0%
Travel	-	-	250	250	-	250	250	0.0%	0.0%
Operating Rental	-	-	250	250	-	250	250	0.0%	0.0%
Insurance	5,977	4,805	6,207	6,207	5,243	6,207	6,207	0.0%	0.0%
Public Utilities	126,196	128,981	112,000	112,000	104,810	112,000	112,000	0.0%	0.0%
Repairs & Maintenance	69,361	52,203	38,000	38,000	105,945	38,000	38,000	0.0%	0.0%
Miscellaneous	337	626	4,250	4,250	178	4,400	4,400	3.5%	0.0%
Interfund Rent	1,957	1,957	1,957	1,957	1,957	1,957	1,957	0.0%	0.0%
Interfund Repairs & Maintenance	6,399	3,356	3,100	3,100	3,100	6,255	7,294	101.8%	16.6%
Other Interfund	22,245	30,497	32,721	32,721	32,721	39,434	39,805	20.5%	0.9%
<b>TOTAL EXPENDITURE</b>	<b>611,999</b>	<b>623,486</b>	<b>603,717</b>	<b>603,717</b>	<b>906,161</b>	<b>661,962</b>	<b>670,263</b>	<b>9.6%</b>	<b>1.3%</b>
Other Adjustments	-	3,535	-	-	-	-	-	0.0%	0.0%
Ending Cash	130,044	61,306	74,026	74,026	61,739	62,381	62,393	-15.7%	0.0%
<b>TOTAL - BUDGET REQUESTS</b>						-	-		
Line Item Increases						642	757		
Revenue									
<b>Revised Ending Fund Balance</b>						<b>\$ 61,739</b>	<b>\$ 61,636</b>		

2021

2022

Facilities	Increase due to IS Budget Requests	2021	2022
		-	642
<b>Total Facilities</b>		-	<b>642</b>

The Facility budget was restructured to include:

- City Hall
- Public Safety
- Courthouse
- In-house Custodial Services

Miscellaneous includes training, memberships and other small miscellaneous expenses

FUND 503 – INFORMATION SERVICES

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Estimate	2022 Estimate		
<b>Beginning Cash</b>	\$ 163,314	\$ 135,751	\$ 41,372	\$ 41,372	\$ 141,200	\$ 135,643	\$ 140,326	227.9%	3.5%
<b>Revenue</b>									
Investment Interest	3,338	1,844	800	800	2,300	1,000	1,000	25.0%	0.0%
Intergovernmental Revenue	78,374	76,764	105,133	105,133	101,620	105,133	105,133	0.0%	0.0%
Computer Services	912,568	1,021,938	1,115,254	1,115,254	1,115,254	975,403	987,840	-12.5%	1.3%
Computer Replacement	175,000	223,302	271,603	271,603	271,603	271,603	271,603	0.0%	0.0%
Miscellaneous Revenue	845	1,872	-	-	-	-	-	0.0%	0.0%
Transfer In	43,316	373,747	339,600	339,600	229,000	-	-	-100.0%	0.0%
<b>TOTAL REVENUE</b>	<b>1,213,441</b>	<b>1,699,467</b>	<b>1,832,390</b>	<b>1,832,390</b>	<b>1,719,777</b>	<b>1,353,139</b>	<b>1,365,576</b>	<b>-26.2%</b>	<b>0.9%</b>
<b>Expenditures</b>									
Salaries	532,245	574,540	618,765	618,765	618,765	533,722	543,985	-13.7%	1.9%
Seasonal	-	47,078	73,553	73,553	73,553	73,553	73,553	0.0%	0.0%
Overtime	10,316	5,323	7,000	7,000	7,000	7,000	7,000	0.0%	0.0%
Social Security	40,532	46,702	51,784	51,784	51,784	39,494	40,340	-23.7%	2.1%
Retirement	68,406	74,972	88,687	88,687	88,687	61,950	63,142	-30.1%	1.9%
Medical Insurance	83,485	95,782	103,623	103,623	103,623	82,715	82,715	-20.2%	0.0%
Workmen's Compensation	1,945	2,399	2,807	2,807	2,807	1,525	1,525	-45.7%	0.0%
Unemployment	36	916	836	836	836	640	652	-23.4%	1.9%
Paid Family & Medical Leave	1,085	1,254	942	942	942	1,010	1,010	7.2%	0.0%
Office & Operating	20,060	11,855	16,500	16,500	16,500	16,500	16,500	0.0%	0.0%
Fuel Consumed	91	468	500	500	500	500	500	0.0%	0.0%
Small Tools	7,087	19,245	86,730	86,730	27,330	27,330	27,330	-68.5%	0.0%
Computer Replacement	217,089	208,333	271,603	271,603	271,603	271,603	271,603	0.0%	0.0%
Professional Services	178,489	513,809	420,700	420,700	375,500	196,500	196,500	-53.3%	0.0%
Communication	14,709	21,985	23,293	23,293	23,293	23,293	23,293	0.0%	0.0%
Travel	677	1,132	1,500	1,500	1,500	1,500	1,500	0.0%	0.0%
Operating Rentals	3,271	4,323	4,565	4,565	4,565	4,565	4,565	0.0%	0.0%
Miscellaneous	43,805	53,493	60,800	60,800	54,800	4,800	4,800	-92.1%	0.0%
Interfund Repairs and Maint	-	1,892	1,746	1,746	1,746	256	298	-85.3%	16.4%
<b>TOTAL EXPENDITURE</b>	<b>1,223,328</b>	<b>1,685,501</b>	<b>1,835,934</b>	<b>1,835,934</b>	<b>1,725,334</b>	<b>1,348,456</b>	<b>1,360,811</b>	<b>-26.6%</b>	<b>0.9%</b>
Other Adjustments	(17,676)	(8,517)	-	-	-	-	-	0.0%	0.0%
Ending Cash	135,751	141,200	37,828	37,828	135,643	140,326	145,091	271.0%	3.4%

TOTAL - BUDGET REQUESTS	326,676	115,896
Line Item Increases	33,200	54,900
Transfer In - Revenue	(359,876)	(170,796)
<b>Revised Ending Fund Balance</b>	<b>\$ 140,326</b>	<b>\$ 145,091</b>

**BUDGET REQUESTS**

	2021	2022		
IS	111,676	111,676	115,896	115,896
IS	33,200	33,200	54,900	54,900
IS	215,000	215,000	-	-
<b>Total IS</b>	<b>359,876</b>	<b>359,876</b>	<b>170,796</b>	<b>170,796</b>

Miscellaneous includes memberships and training.

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME Finance / I.S. PRIORITY: Critical

DEPARTMENT ORG # 503

BUDGET REQUEST TITLE: Computer Support Technician

**DESCRIPTION/JUSTIFICATION**

This request is for a January 1, 2021 hire of a Computer Support Technician. The IS Department lost its Computer Support Technician position to early retirement and will lose its temporary Computer Support position on December 31, 2020. This will leave the department short two positions during a time when the demands on the department have increased greatly.

In addition, the department will be losing two additional employees to retirement in the next two to three years. The timely hiring of this position is critical to help maintain the "tribal" knowledge of the department into the future.

**BENEFIT IF APPROVED:**

Help maintain existing support levels for City users.

**IMPACT IF DENIED:**

There will be significant impact to help desk support as this would leave the City with one part time help desk technician. In order to cover the other technical duties of this position, the System Analysts and IS Manager would be required to pick up those duties. This would require multiple projects to be shelved due to the lack of employee hours to complete.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						
	111,676	115,896	120,345	125,018	129,924	602,859
<b>Expenditures:</b>						
Salaries (11)	70,658	74,191	77,900	81,795	85,885	390,430
Overtime (12)						-
Benefits (20)	41,018	41,705	42,445	43,223	44,039	212,430
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)						-
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>111,676</b>	<b>115,896</b>	<b>120,345</b>	<b>125,018</b>	<b>129,924</b>	<b>602,860</b>
<b>TOTAL REQUEST</b>	<b>-</b>	<b>0</b>	<b>(0)</b>	<b>(0)</b>	<b>(0)</b>	<b>-</b>

**2021/2022 BUDGET REQUEST**

*Check the year of request*

2021  2022

**DEPARTMENT NAME** Finance / I.S. **PRIORITY:** Very High

**DEPARTMENT ORG #** 503

**BUDGET REQUEST TITLE:** Professional Services Line Item Increase

**DESCRIPTION/JUSTIFICATION**

50300090 541000 is the Information Service budget line item for software maintenance and licensing. It increases every year due to additional employees, workstations, inflation, and new software. The primary drivers for this year's increase is the addition of Next Generation desktop security, yearly increases in our financial software cost, and inflation.

In past years this increase was handled by the Line Item Increase worksheet. As that is not part of this year's budget process, we are bringing this forward as a budget request.

**BENEFIT IF APPROVED:**

Maintain existing City wide software packages.

**IMPACT IF DENIED:**

Elimination of at least one software or security package.

					<b>2021-2025</b>
<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>Total</b>

**Revenue Sources:**

	33,200	54,900	54,900	54,900	54,900	252,800
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**Expenditures:**

Salaries - Seasonal (111)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	33,200	54,900	54,900	54,900	54,900	252,800
Miscellaneous (49)						-
Capital (60)*						-
Transfer (97)						-

**Total Expenditures** 33,200 54,900 54,900 54,900 54,900 252,800

**TOTAL REQUEST** - - - - - -

**2021/2022 BUDGET REQUEST**

Check the year of request

2021  2022

DEPARTMENT NAME Finance / I.S. PRIORITY: Very High

DEPARTMENT ORG # 503

BUDGET REQUEST TITLE: 2020 Budget Rollover - ECM Rollover

**DESCRIPTION/JUSTIFICATION**

This request is to simply rollover the ECM (Electronic Content Management) project #1825 from 2020 to 2021. Due to Covid scheduling restrictions, progress on this project has been delayed. As employees come back to work full time, and if IS staffing levels are restored, this project can still get back on track prior to moving into the new campus.

**BENEFIT IF APPROVED:**

There are many benefits and here are a few bullet point items: • Reduce physical space required to store documents. • Improved document handling including sharing and versioning. • Reduce the risk of maintaining old documents. • Improved ability to find electronic documents. • Streamline and automate workflows requiring the movement of paperwork.

**IMPACT IF DENIED:**

Increased space required in new Civic Campus to store documents. Increased risk due to the difficult task of electronic document management using disparate systems. Growing bottle-neck in Court due to document management.

	2021	2022	2023	2024	2025	2021-2025 Total
<b>Revenue Sources:</b>						
	215,000					215,000
<b>Expenditures:</b>						
Salaries (11)						-
Overtime (12)						-
Benefits (20)						-
Office & Operating (31)						-
Small Tools (35)						-
Professional Services (41)	144,000					144,000
Miscellaneous (49)	71,000					71,000
Capital (60)*						-
Transfer (97)						-
<b>Total Expenditures</b>	<b>215,000</b>	-	-	-	-	<b>215,000</b>
<b>TOTAL REQUEST</b>	-	-	-	-	-	-

FUND 510 - UNEMPLOYMENT INSURANCE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Estimate	2022 Estimate		
<b>Beginning Cash</b>	\$ -	\$ -	\$ 32,247	\$ 32,247	\$ 58,047	\$ 82,915	\$ 92,633	157.1%	11.7%
<u>Revenue</u>									
Investment Interest	-	561	550	550	700	550	550	0.0%	0.0%
Intergovernmental Revenue	-	57,486	34,168	34,168	34,168	34,168	34,168	0.0%	0.0%
<b>TOTAL REVENUE</b>	-	58,047	34,718	34,718	34,868	34,718	34,718	0.0%	0.0%
<u>Expenditures</u>									
Professional Services	-	-	-	-	-	-	-	0.0%	0.0%
Miscellaneous	-	635	25,000	25,000	10,000	25,000	25,000	0.0%	0.0%
Interfund Repairs and Maint	-	-	-	-	-	-	-	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	-	635	25,000	25,000	10,000	25,000	25,000	0.0%	0.0%
Other Adjustments	-	635	-	-	-	-	-	0.0%	0.0%
Ending Cash	-	58,047	41,965	41,965	82,915	92,633	102,351	120.7%	10.5%

This fund is the result of the resolution signed by Council on 10/8/2018 authorizing a change in the City's payment method for Unemployment Insurance to the reimbursable method.

FUND 511 - LIABILITY INSURANCE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Estimate	2022 Estimate		
<b>Beginning Cash</b>	\$ -	\$ -	\$ -	\$ 125,412	\$ 140,412	\$ 266,842	\$ 393,272	112.8%	47.4%
<u>Revenue</u>									
Investment Interest	-	133	-	(133)	1,000	1,000	1,000	0.0%	0.0%
Intergovernmental Revenue	-	800,900	-	800,900	800,900	800,900	800,900	0.0%	0.0%
<b>TOTAL REVENUE</b>	-	801,033	-	800,767	801,900	801,900	801,900	0.1%	0.0%
<u>Expenditures</u>									
Professional Services	-	50,640	-	121,360	50,640	50,640	50,640	-58.3%	0.0%
Insurance	-	604,330	-	383,994	604,330	604,330	604,330	57.4%	0.0%
Operating Rentals	-	-	-	-	-	-	-	0.0%	0.0%
Travel	-	-	-	-	-	-	-	0.0%	0.0%
Miscellaneous	-	20,651	-	42,349	20,500	20,500	20,500	-51.6%	0.0%
Interfund Repairs and Maint	-	-	-	-	-	-	-	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	-	675,621	-	547,703	675,470	675,470	675,470	23.3%	0.0%
Other Adjustments	-	15,000	-	-	-	-	-	0.0%	0.0%
<b>Ending Cash</b>	-	140,412	-	378,476	266,842	393,272	519,702	3.9%	32.1%

This fund is used to pay the City's liability insurance and any claims not covered by insurance.

FUND 512 – MEDICAL INSURANCE

Description	2018 Actual	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated	2021-2022 Budget		% Change 2020 Amended/ 2021 Budget	% Change 2021 Budget/ 2022 Budget
						2021 Estimate	2022 Estimate		
<b>Beginning Cash</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,062,627	\$ 1,871,014	100.0%	76.1%
<u>Revenue</u>									
Investment Interest	-	-	-	-	10,986	6,592	3,955	100.0%	-40.0%
Medical Contribution	-	-	-	-	5,526,219	5,530,000	5,530,000	100.0%	0.0%
Miscellaneous Revenue	-	-	-	-	33,570	33,750	33,750	100.0%	0.0%
<b>TOTAL REVENUE</b>	-	-	-	-	5,570,775	5,570,342	5,567,705	100.0%	0.0%
<u>Expenditures</u>									
Professional Services	-	-	-	-	4,508,148	4,741,955	4,987,453	100.0%	5.2%
Miscellaneous	-	-	-	-	-	20,000	20,000	100.0%	0.0%
Interfund Repairs and Maint	-	-	-	-	-	-	-	0.0%	0.0%
<b>TOTAL EXPENDITURE</b>	-	-	-	-	4,508,148	4,761,955	5,007,453	100.0%	5.2%
Ending Cash	-	-	-	-	1,062,627	1,871,014	2,431,266	100.0%	29.9%

This fund is used to pay the City’s medical premiums and all claims submitted to the City.

The City needs to continue to build reserves in this fund equal to 32 weeks of claims or \$2.8M to \$3.0M.



**2021/2022 BUDGET REQUESTS - PRELIMINARY**

<b>Department</b>	<b>Description</b>	<b>Budget YR</b>	<b>FTE</b>
Finance	Financial Analyst	2021	1
Streets	Reclassification of Parks Manager to Maint Tech 1 & Upgrade Lead I, one NH - MWI	2021	1
Police	Reclassification of Prog Specialist to Evidence Specialist	2021	0
Public Works	Fill Early Retirement Vacancy - Utility Locator	2021	0
Public Works	WWTP Operator - Fill current vacancy	2021	0
Solid Waste	NH - 2 MWII	2021	2
IS	Fill Early Retirement Vacancy - Computer Technician	2021	1
<b>Total FTE</b>			<b>5</b>
<b>Total FTE 2021</b>			<b>5</b>
<b>Total FTE 2022</b>			<b>0</b>

2021-22 BUDGET REQUESTS - PRELIMINARY							
Department	Description	2021		2022		2021/2022 COMBINED TOTAL	
		Revenue	Expense	Revenue	Expense	Revenue	Expense
Finance	Re-organization - addition of 1 FTE (expense neutral)	-	-	-	-	-	-
<b>Total Finance</b>		-	-	-	-	-	-
HR	Line item increase	-	10,000	-	10,000	-	20,000
<b>Total HR</b>		-	<b>10,000</b>	-	<b>10,000</b>	-	<b>20,000</b>
CD	Reclassification - Associate Planner to Senior Planner	-	5,364	-	5,633	-	10,997
CD	Downtown Master Plan Grant	25,000	25,000	-	-	25,000	25,000
<b>Total Community Development</b>		<b>25,000</b>	<b>30,364</b>	-	<b>5,633</b>	<b>25,000</b>	<b>35,997</b>
Police	Reclassify Vacancy of Program Specialist to Evidence Specialist	-	10,333	-	10,850	-	21,183
Police	C/O - Purchase of 6 new police vehicles (transfer to Fleet)	-	360,000	-	-	-	360,000
<b>Total Police</b>		-	<b>370,333</b>	-	<b>10,850</b>	-	<b>381,183</b>
Parks	Opera House Advertising (Hotel/Motel Grant)	10,000	10,000	15,000	15,000	25,000	25,000
<b>Total Parks Department</b>		<b>10,000</b>	<b>10,000</b>	<b>15,000</b>	<b>15,000</b>	<b>25,000</b>	<b>25,000</b>
Streets	Seasonal	-	-	-	-	-	-
Streets	ITS Upgrades (Funding Continuation)	-	15,000	-	15,000	-	30,000
Streets	Line Item Increases	-	188,000	-	198,000	-	386,000
Streets	Turf Brush	-	10,100	-	-	-	10,100
Streets	Fill Vacancy from Early Retirement w/reclassifying Park Maint. Mgr. to Maint. Tech 1 & Upgrade Maint. Lead I to Lead II, and add 1 MWI	-	198,217	-	205,195	-	403,412
Streets	Seasonal - Parks Maintenance	-	-	-	-	-	-
<b>Total Streets</b>		-	<b>411,317</b>	-	<b>418,195</b>	-	<b>829,512</b>
Non-dept	Carry Over - ECM	-	107,500	-	-	-	107,500
Non-dept	Increase IS allocation to cover requested budget requests & line item increases	-	108,909	-	128,395	-	237,304
<b>Total Non-Departmental</b>		-	<b>216,409</b>	-	<b>128,395</b>	-	<b>344,804</b>
<b>TOTAL GENERAL FUND</b>		<b>35,000</b>	<b>1,048,423</b>	<b>15,000</b>	<b>588,073</b>	<b>50,000</b>	<b>1,636,496</b>
Utilities	Line item increases	-	257,500	-	257,500	-	515,000
Utilities	NH - Utility Locator - filling vacancy from retirement	-	96,235	-	99,698	-	195,933
Utilities	NH - WWTP Operator - filling current vacancy	-	116,060	-	120,514	-	236,574
Utilities	Seasonal Storm	-	36,468	-	39,000	-	75,468
Utilities	Ranney Well Pump Repair/Replacement	-	150,000	-	150,000	-	300,000
Utilities	LK Goodwin Standpipe Replacement	-	60,000	-	60,000	-	120,000
Utilities	Edward Springs Booster Station Pump Rebuild/Replace	-	50,000	-	-	-	50,000
Utilities	SCADA Conversion	-	30,000	-	-	-	30,000
Utilities	Sunnyside Hills Sewer Repair and Maintenance	-	150,000	-	150,000	-	300,000
Utilities	Armar Rd and Water Quality Improvement	56,250	75,000	-	-	56,250	75,000
Utilities	Watershed Basin Planning Study	75,000	100,000	37,500	50,000	112,500	150,000
Utilities	NPDES	-	-	50,000	50,000	50,000	50,000
Utilities	Carry Over - ECM	-	107,500	-	-	-	107,500
Utilities	Increase due to IS Budget Requests	-	30,335	-	35,762	-	66,097
<b>Total Utility Operations</b>		<b>131,250</b>	<b>1,259,098</b>	<b>87,500</b>	<b>1,012,474</b>	<b>218,750</b>	<b>2,271,572</b>
Solid Waste	Purchase (2) new residential collection trucks	-	820,000	-	-	-	820,000
Solid Waste	Line Item Increases	-	14,104	-	2,053,619	-	2,067,723
Solid Waste	Purchase New Collection Carts for Central Annexation	-	325,000	-	-	-	325,000
Solid Waste	NH - (2) New MWII for Central Annexation	-	52,416	-	217,450	-	269,866
Solid Waste	Annexation Revenue Increase	-	-	2,832,258	-	2,832,258	-
Solid Waste	Increase due to IS Budget Requests	-	1,949	-	2,298	-	4,247
<b>Total Solid Waste</b>		-	<b>1,213,469</b>	<b>2,832,258</b>	<b>2,273,367</b>	<b>2,832,258</b>	<b>3,486,836</b>
Golf	Labor increases	-	70,000	-	75,000	-	145,000
Golf	Equipment leases	-	14,000	-	24,000	-	38,000
<b>Total Golf</b>		-	<b>84,000</b>	-	<b>99,000</b>	-	<b>183,000</b>
Fleet	Increase due to IS Budget Requests	-	3,040	-	3,584	-	6,624
Fleet	C/O - Purchase of 6 new police vehicles	360,000	360,000	-	-	360,000	360,000
	<b>New Vehicles</b>						
Fleet	New - Purchase (2) new residential collection trucks (request included in Solid Waste)	820,000	820,000	-	-	820,000	820,000
<b>Total Fleet</b>		<b>1,180,000</b>	<b>1,183,040</b>	-	<b>3,584</b>	<b>1,180,000</b>	<b>1,186,624</b>
Facilities	Increase due to IS Budget Requests	-	642	-	757	-	1,399
<b>Total Facilities</b>		-	<b>642</b>	-	<b>757</b>	-	<b>1,399</b>
IS	Fill Vacancy from Early Retirement - Computer Technician	111,676	111,676	115,896	115,896	227,572	227,572
IS	Line Item Increases	33,200	33,200	54,900	54,900	88,100	88,100
IS	Carry Over - ECM	215,000	215,000	-	-	215,000	215,000
<b>Total IS</b>		<b>359,876</b>	<b>359,876</b>	<b>170,796</b>	<b>170,796</b>	<b>530,672</b>	<b>530,672</b>
<b>GRAND TOTAL</b>		<b>1,706,126</b>	<b>5,148,548</b>	<b>3,105,554</b>	<b>4,148,051</b>	<b>4,811,680</b>	<b>9,296,599</b>

## 2021-2022 SUMMARY OF CAPITAL PROJECTS

CAPITAL PROJECTS	2021	2022	Total
<b><u>Street Construction</u></b>			
88th Street	2,000,000	2,000,000	4,000,000
State Avenue 3rd - 80th	1,500,000	-	1,500,000
SR529/Interstate 5 IJR (through final design)	10,000	40,000	50,000
State Avenue 100th to 116th	6,500,000	-	6,500,000
156th, 160th 51st Interim Improvement	150,000	200,000	350,000
80th St NE Non-Motorized (State to 51st)	150,000	100,000	250,000
Soper Hill Rd and 71st Avenue NE Intersection	-	100,000	100,000
2019 Citywide HSIP	550,000	-	550,000
Sunnyside Blvd and 52nd Avenue NE Intersection	100,000	600,000	700,000
Sunnyside Blvd and 53rd Avenue NE Intersection	125,000	125,000	250,000
8th Street Improvements	700,000	-	700,000
Quiet Zone Evaluation	250,000	250,000	500,000
<b>Total Street Construction</b>	<b>12,035,000</b>	<b>3,415,000</b>	<b>15,450,000</b>
<b><u>Park Construction</u></b>			
Centennial Trail	1,750,000	-	1,750,000
Ebey Trail	600,000	-	600,000
Olympic View	10,000	-	10,000
<b>Total Park Construction</b>	<b>2,360,000</b>	<b>-</b>	<b>2,360,000</b>
<b><u>City Facilities</u></b>			
Civic Campus (includes budget requests)	24,844,684	7,171,588	32,016,272
<b>Total City Facilities</b>	<b>24,844,684</b>	<b>7,171,588</b>	<b>32,016,272</b>
<b><u>Waterworks Utility</u></b>			
Fire Hydrant Replacement	37,500	37,500	75,000
Water Supply Op Strategy	-	-	-
Comeford Park Reservoir Restoration	55,000	203,500	258,500
<b>Subtotal Water</b>	<b>92,500</b>	<b>241,000</b>	<b>333,500</b>
Chemical Tank Replacement and Expansion	18,000	-	18,000
Wastewater Comprehensive Plan Update	250,000	-	250,000
WWTP Near Term Improvements	230,000	1,950,000	2,180,000
<b>Subtotals Sewer</b>	<b>498,000</b>	<b>1,950,000</b>	<b>2,448,000</b>
Downtown Water Quality	2,765,000	3,000,000	5,765,000
Historic Downtown Green Retrofit	3,250,000	-	3,250,000
Geddes Cleanup	500,000	500,000	1,000,000
Strawberry Fields Trail Culvert Replacement	512,700	-	512,700
Armar Rd Retrofit Design	75,134	-	75,134
LID Improvements for 2nd St & Cedar Ave	2,252,600	895,250	3,147,850
<b>Subtotals Surface Water</b>	<b>9,355,434</b>	<b>4,395,250</b>	<b>13,750,684</b>
<b>Total Waterworks</b>	<b>9,945,934</b>	<b>6,586,250</b>	<b>16,532,184</b>
<b>TOTAL CAPITAL PROJECTS</b>	<b>49,185,618</b>	<b>17,172,838</b>	<b>66,358,456</b>

*Update*  
*Index #15*

**DRAFT**  
**CITY OF MARYSVILLE**  
 Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING THE REGULAR PROPERTY TAX LEVY FOR ALL REAL, PERSONAL, AND UTILITY PROPERTY SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MARYSVILLE, WASHINGTON FOR THE YEAR 2021.**

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2021; and

WHEREAS, the City Council has properly given notice of the public hearing held on October 12, 2020 and October 26, 2020, to consider public comment on the levy for all real, personal, and utility property subject to taxation; and

WHEREAS, the population of the City of Marysville is more than 10,000; and

WHEREAS, the City of Marysville's actual regular levy amount from the previous year was \$10,205,420

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

SECTION 1. That an increase in the regular property tax levy on taxable property within the City is hereby authorized for the levy to be collected in the 2021 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$0 which is a percentage increase of 0% from the previous year.

SECTION 2. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

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

SECTION 5. 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 \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_  
Effective Date (5 days after publication): \_\_\_\_\_

*Update*  
*Index #16*

**DRAFT**  
**CITY OF MARYSVILLE**  
 Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING THE REGULAR PROPERTY TAX LEVY FOR EMERGENCY MEDICAL CARE AND SERVICES ON ALL REAL, PERSONAL, AND UTILITY PROPERTY SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MARYSVILLE, WASHINGTON FOR THE YEAR 2021.**

WHEREAS, it is the judgment of the Marysville City Council that it is essential and necessary for the protection of the health and life of the residents of the City that emergency medical services be provided within the City. Such services will necessitate the expenditure of revenues for the maintenance, operations, equipment and personnel in excess of those which can be provided by the City's regular tax levy; and

WHEREAS, it would be in the public interest for the City of Marysville, by and through the Marysville Fire District, to provide basic and advanced life support services, and emergency medical transportation services; and

WHEREAS, pursuant to RCW 84.52.069, a regular levy may be assessed for the purpose of funding emergency medical care and services; and

WHEREAS, November 14, 2016, the City Council adopted Ordinance No. 3039 increasing the EMS property tax levy; and

WHEREAS, in order to provide emergency medical care and services ("EMS"), it is necessary that the City to obtain, operate and maintain emergency medical vehicles and facilities staffed by properly trained paramedics, emergency medical technicians and other medically trained personnel and to obtain consumable medical supplies and medical appliances to equip such vehicles and facilities; and

WHEREAS, In order to provide the revenue adequate to pay the cost of providing adequate emergency medical services and facilities as described above and to maintain reserve funds sufficient to assure the continuation of such services, the City should levy in 2017 for collection in 2018, and continuing for five years thereafter (2018 to 2023), a regular EMS tax levy on taxable property within the City, in an amount not to exceed fifty cents (\$0.50) per one thousand dollars (\$1,000.00) of assessed valuation of such property. RCW 84.52.069 authorizes this levy; and

WHEREAS, In accordance with RCW 84.52.069 the funds raised by such levy will be used only for the provision of emergency medical services, including related personnel costs,



training for such personnel, and related equipment, supplies, vehicle and structures needed for the provision of emergency medical services; and

WHEREAS, In accordance with RCW 84.55.050, the limit factor by which the regular EMS tax levy may be increased in each of the five years subsequent to 2018 (2019 to 2023) should be one hundred ten percent (110%), but in no event may the levy rate exceed fifty cents (\$0.50) per one thousand dollars (\$1,000.00) of assessed valuation of such property; and

WHEREAS, on April 24, 2017, the City Council adopted Resolution No. 2413 placing a measure on the ballot at the August 1, 2017, primary election regarding the EMS levy; and

WHEREAS, the City's voters approved the ballot measure; and

WHEREAS, the City Council has properly given notice of the public hearing held on November 12, 2019, to consider public comment on the levy for emergency medical care and services (EMS); and

WHEREAS, the population of the City of Marysville is more than 10,000; and

WHEREAS, the City of Marysville's actual EMS levy amount from the previous year was \$4,431,641.76

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

SECTION 1. The EMS property tax levy on taxable property within the City for collection in 2020, is fifty cents (\$0.50) per one thousand dollars (\$1,000.00) of assessed valuation of such property.

SECTION 2. The limit factor by which the regular EMS tax levy may be increased in each of the five years subsequent to 2018 (2019 to 2023) is one hundred ten percent (110%), but in no event may the levy rate exceed fifty cents (\$0.50) per one thousand dollars (\$1,000.00) of assessed valuation of such property

SECTION 3. That an increase in the EMS property tax levy on taxable property within the City is hereby authorized for the levy to be collected in the 2021 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$416,328 which is a percentage increase of 9.39% from the previous year.

This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

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

constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 5. 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 \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_  
Effective Date (5 days after publication): \_\_\_\_\_

# *Index #4*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 12, 2020**

<b>AGENDA ITEM:</b>	
Recovery Contract (20-300) for Water Utility Construction Costs	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Ken McIntyre, Development Services Manager	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
Recovery contract, vicinity map, recovery map, recovery fee calculation	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	
<p>This recovery contract establishes a fair fee for latecomers benefitting from an 8” water line and associated appurtenances constructed in the 32<sup>nd</sup> Pl. NE right-of-way as part of the recent King’s Creek short plat. The recoverable water extension is identified on the attached recovery map.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor or sign and execute the recovery contract.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the recovery contract.

**After Recording Return to:**

CITY OF MARYSVILLE  
 1049 STATE AVENUE  
 MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
 CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
 CONTRACT NO. RC20-300**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name: <b>Alexander Reed, LLC</b>	Address: <b>PO Box 1462 Marysville, WA 98270</b>
-------------------------------------	---

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a water system, including a(n) 8-inch line and appurtenances situated as follows:

**Approximately 366 LF of 8" ductile iron water main located in 32nd Pl. NE west of 74th Dr. NE, to serve the King's Creek Short Plat (APN 29050200304000).**

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$23,984.53**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utilities, and is subject to the lien created by this Contract:

**(One parcel located adjacent to and north of the King's Creek Short Plat (APN 29050200304100))**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$10,515.98**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the property frontage length along 32<sup>nd</sup> Place West. This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$40.45** per lineal foot of frontage along 32<sup>nd</sup> Place West of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the

termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: \_\_\_\_\_  
CITY CLERK

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

APPROVED AS TO FORM:

DEVELOPER

By: \_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
, OWNER

**For Mayor:**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

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

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

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

**For Individual:**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

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

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



# VICINITY MAP



## City of Marysville

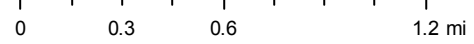
- +— Railroad
- Arterials
- - - Trails
- ||| Arlington airport
- ||| Water bodies
- Tributary
- - - Intermittent stream
- Swale
- - - Intermittent stream, not regulated
- Piped Stream
- Stream

- EVERETT
- LAKE STEVENS
- MARYSVILLE

- City limits**
- ARLINGTON

Item 4 - 6

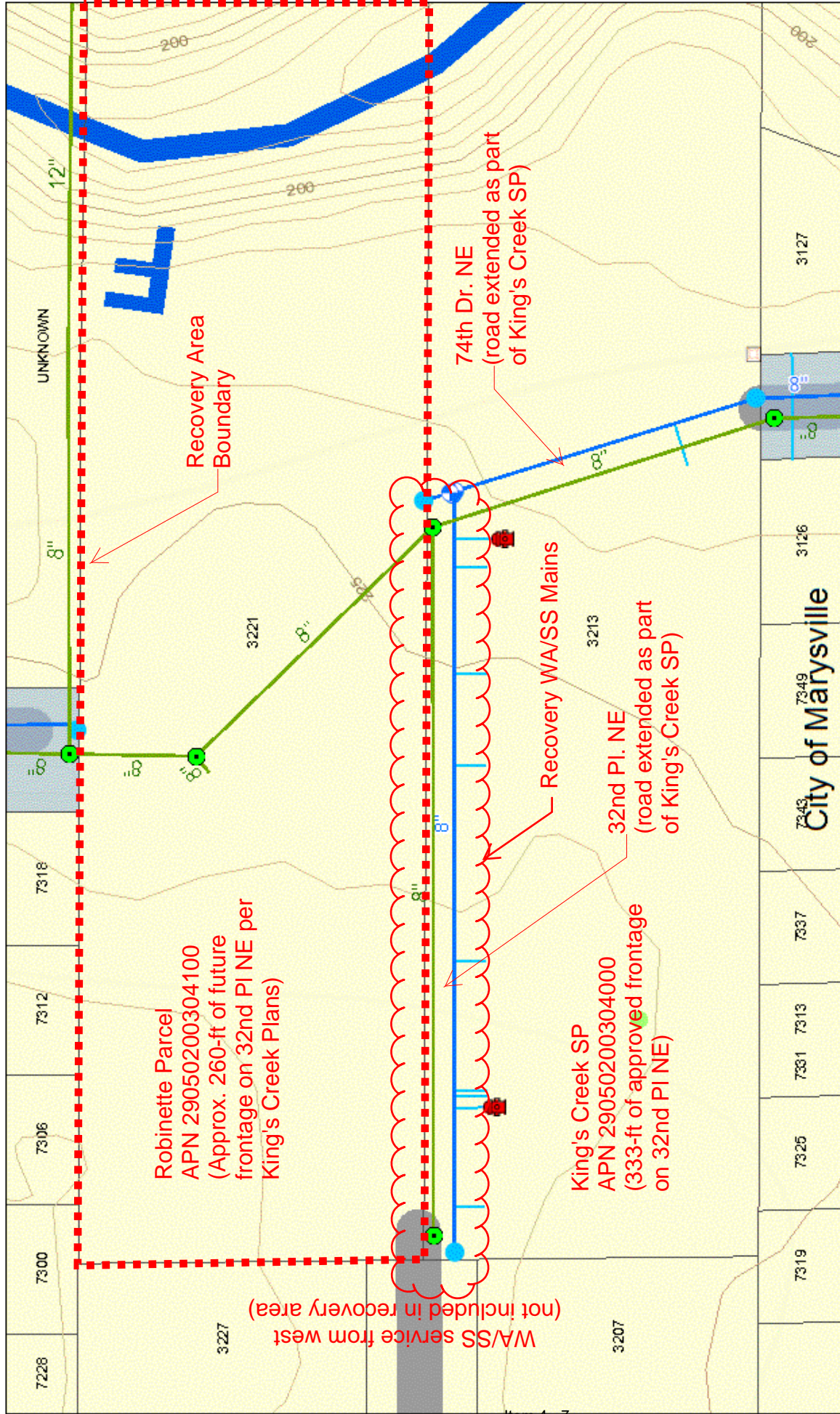
1:36,112



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# King's Creek - WA/SS Recovery Map

9/10/2020



Item 4 - 7

**Legend**

- Sewer Cleanouts**: Green circle
- Sewer Valves**: Blue square with 'X'
- Sewer Lift Stations**: Blue circle with 'S'
- Sewer Manholes**: Brown square
- Sewer Lines**:
  - <all other values>: Blue line
  - FORCE MAIN: Purple line
  - GRAVITY: Green line
- Water Valves - Mains**:
  - Open: Blue circle
  - Closed: Red circle
  - Unknown: Blue circle with 'X'
  - Water Hydrants: Red circle with 'H'
  - Water Sampling Stations: Blue circle with 'S'
  - Water Appurtenances (AV, BO, and etc.): Blue circle with 'A'
  - <all other values>: Blue circle with 'X'
- Air Control**:
  - Air Control: Blue square
  - Air Gap: Blue square
  - Air Release: Blue square
  - Air Vac: Blue square
  - Altitude: Blue square
  - Back flow Control: Blue square
  - Blowoff: Blue circle
  - Booster Pump Control: Blue square
- Combination**:
  - Double Check: Blue square
  - Flow Control: Blue square
  - Other: Blue square
  - PRV Bypass: Blue square
  - PSI Relief Surge Anticipator: Blue square
  - Figport: Blue square
  - Pressure Reducer: Blue square
- Simple Check**: Blue square
- Surge Relief**: Blue square
- Unknown**: Blue square with 'X'

**Scale**: 1:1,128. Scale bar shows 0, 0.01, 0.02, 0.04 miles.

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**PUBLIC WORKS DEPARTMENT**  
*Recovery Contract 20-300*  
*Recovery Fee Calculation*

By: KJM  
 Date: 9/25/2020

	Qty	Item	Cost
Water Costs:	366 lf	8" DI Water Main	\$ 15,687.84
(per bill-of-sale & consultant invoices)	1 ea	Hydrant Assembly & Gate Valves	\$ 7,304.19
	1 ea	Computer WA for staking (ORCA)	\$ 150.00
	1 ea	Stake WA (ORCA)	\$ 660.00
	1 ea	WA plans per City comments (Land Tech)	\$ 57.50
	1 ea	WA plans (Land Tech)	\$ 125.00
<b>Water Subtotal =</b>			<b>\$ 23,984.53</b>

Contributing Property Summary:	Robinette Parcel (APN 29050200304100)	
	Frontage length on 32nd PI =	260 lf (est. from King's Cr. Plans)
	King's Creek Parcel (APN 29050200304000)	
	Frontage length on 32nd PI =	333 lf (per King's Cr. Plans)
<b>Total Frontage Length =</b>		<b>593 lf</b>

<b>Calculated Pro-Rata Water Fee =</b>	<b>\$40.45 /lf</b>
(Total cost / Total Frontage Length along 32nd PI NE)	
<b>Recoverable Sewer Fee =</b>	<b>\$10,515.98</b>
(Pro-Rata Fee x remaining recovery frontage length along 32nd PI NE)	

# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 12, 2020**

<b>AGENDA ITEM:</b>	
Recovery Contract (20-301) for Sewer Utility Construction Costs	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Ken McIntyre, Development Services Manager	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
Recovery contract, vicinity map, recovery map, recovery fee calculation	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	
<p>This recovery contract establishes a fair fee for latecomers benefitting from an 8” sanitary sewer line constructed in the 32<sup>nd</sup> Pl. NE right-of-way as part of the recent King’s Creek short plat. The recoverable water extension is identified on the attached recovery map.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor or sign and execute the recovery contract.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the recovery contract.

**After Recording Return to:**

CITY OF MARYSVILLE  
 1049 STATE AVENUE  
 MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
 CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
 CONTRACT NO. 20-301**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name: <b>Alexander Reed, LLC</b>	Address: <b>PO Box 1462 Marysville, WA 98270</b>
-------------------------------------	---

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer system, including a(n) 8-inch line and appurtenances situated as follows:

**Approximately 344 LF of 8" sanitary sewer main located in 32nd Pl. NE west of 74th Dr. NE, to serve the King's Creek Short Plat (APN 29050200304000).**

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$22,683.93**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utilities, and is subject to the lien created by this Contract:

**(One parcel located adjacent to and north of the King's Creek Short Plat (APN 29050200304100))**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$9,945.74**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the property frontage length along 32<sup>nd</sup> Place West. This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$38.25** per lineal foot of frontage along 32<sup>nd</sup> Place West of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the

termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: \_\_\_\_\_  
CITY CLERK

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

APPROVED AS TO FORM:

DEVELOPER

By: \_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
, OWNER



**For Mayor:**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

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

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

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

**For Individual:**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

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

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

# VICINITY MAP



## City of Marysville

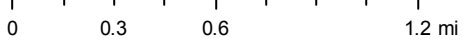
- +— Railroad
- Arterials
- - - Trails
- ||| Arlington airport
- ||| Water bodies
- Tributary
- - - Intermittent stream
- Swale
- - - Intermittent stream, not regulated
- Piped Stream
- Stream

- EVERETT
- LAKE STEVENS
- MARYSVILLE

- City limits**
- ARLINGTON

Item 5 - 6

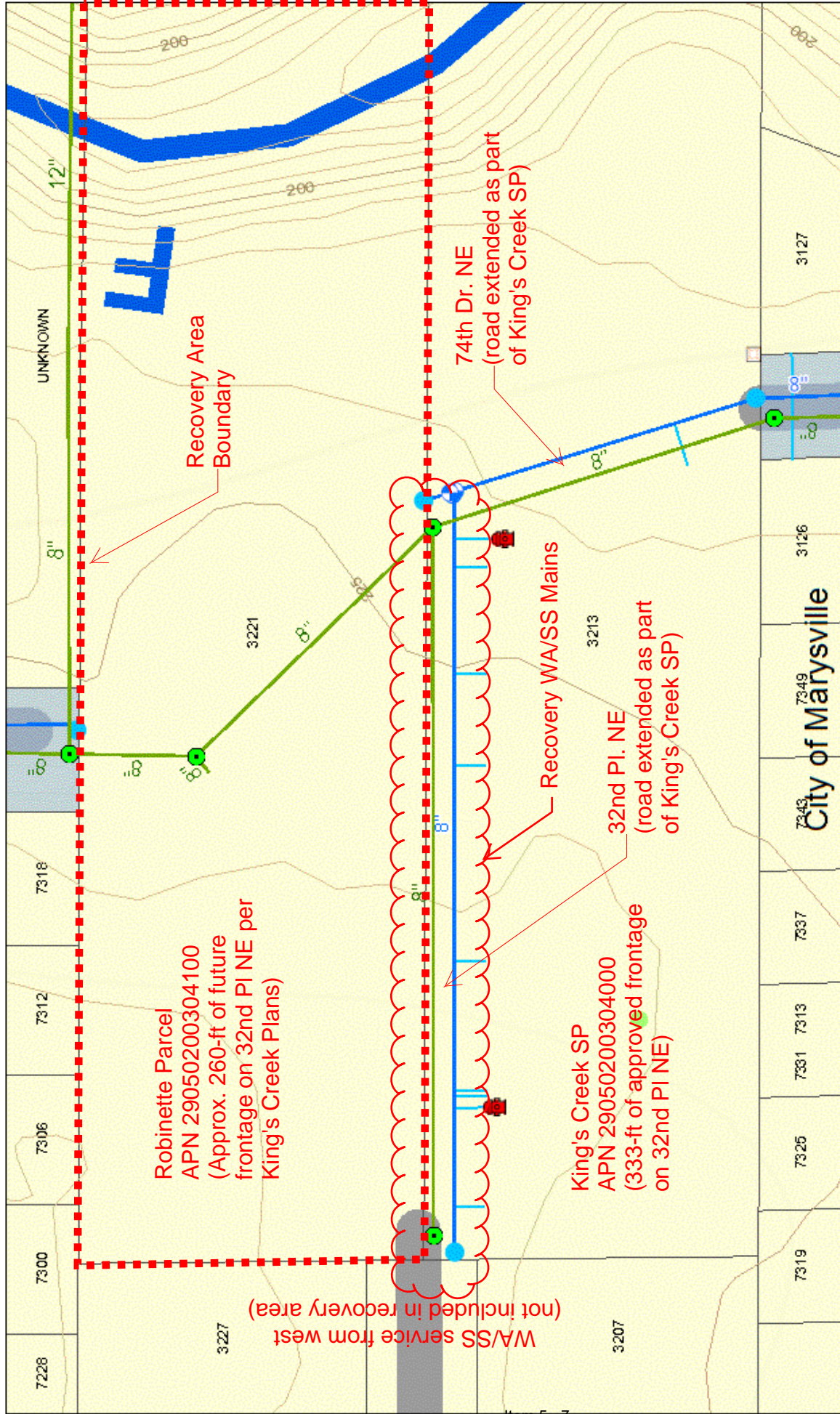
1:36,112



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# King's Creek - WA/SS Recovery Map

9/10/2020



Item 5 - 7

1:1,128

0 0.01 0.02 0.04 mi

Simple Check  
 Surge Relief  
 Unknown

Combination  
 Double Check  
 Flow Control  
 Other  
 PRV Bypass  
 PSI Relief Surge Anticipator  
 Pigport  
 Pressure Reducer

Air Control  
 Air Gap  
 Air Release  
 Air Vac  
 Altitude  
 Backflow Control  
 Blowoff  
 Booster Pump Control

Water Valves - Mains  
 Open  
 Closed  
 Unknown  
 Water Hydrants  
 Water Sampling Stations  
 Water Appurtenances (AV, BO, and etc.)  
 GRAVITY

Sewer Cleanouts  
 Sewer Valves  
 Sewer Lift Stations  
 Sewer Manholes  
 Sewer Lines  
 <all other values >  
 FORCE MAIN  
 <all other values >

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**PUBLIC WORKS DEPARTMENT**  
*Recovery Contract 20-301*  
*Recovery Fee Calculation*

By: KJM  
 Date: 9/25/2020

	Qty	Item	Cost
Sewer Costs:	344 lf	8" SS Main	\$ 14,536.90
(per bill-of-sale & consultant invoices)	1 ea	48" SS Manhole	\$ 4,098.75
	1 ea	Drop Connection	\$ 3,414.53
	1 ea	Compute SS for staking (ORCA)	\$ 100.00
	1 ea	Setup SS cut sheets (ORCA)	\$ 57.50
	1 ea	Stake SS (ORCA)	\$ 75.00
	1 ea	WA plans per City comments (Land Tech)	\$ 57.50
	1 ea	SS - Add ex septic stub to base (Land Tech)	\$ 93.75
	1 ea	SS plans (Land Tech)	\$ 125.00
	1 ea	SS add inside drop connection (Land Tech)	\$ 125.00
Sewer Subtotal =			\$ 22,683.93

Contributing Property Summary:

Robinette Parcel (APN 29050200304100)  
 Frontage length on 32nd PI = 260 lf (est. from King's Cr. Plans)

King's Creek Parcel (APN 29050200304000)  
 Frontage length on 32nd PI = 333 lf (per King's Cr. Plans)

**Total Frontage Length = 593 lf**

**Calculated Pro-Rata Sewer Fee = \$38.25 /lf**  
 (Total cost / Total Frontage Length along 32nd PI NE)

Recoverable Sewer Fee = \$9,945.74  
 (Pro-Rata Fee x remaining recovery frontage length along 32nd PI NE)

# *Index #9*

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

**CITY COUNCIL MEETING DATE: October 5, 2020**

<b>AGENDA ITEM:</b>	
Commercial permitted uses, and density and dimensional code amendments (PA20-015)	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Angela Gemmer, Senior Planner	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Toyer Strategic Advisors objection letter dated 9/28/2020</li> <li>2. Memo to City Council dated 10/1/2020, including attachments: <ul style="list-style-type: none"> <li>· White Barn pre-application comments dated 8/4/2020</li> <li>· Toyer Strategic code interpretation request letter dated 8/4/2020</li> <li>· CD Director Koenig interpretation letter dated 2/8/2016</li> <li>· CD Director Thomas interpretation letter dated 9/3/2020 with Ord. 2696</li> </ul> </li> <li>3. Memo to City Council dated 9/17/2020</li> <li>4. PC Recommendation dated 9/9/2020</li> <li>5. PC Minutes dated 9/9/2020</li> <li>6. Adopting Ordinance</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	

The Planning Commission (PC) held a public hearing on September 9, 2020 to review proposed amendments to Marysville Municipal Code Title 22, *Unified Development Code* pertaining to commercial permitted uses, and density and dimensional standards. Presently there is a disconnect between the adopted subarea plan for the East Sunnyside/Whiskey Ridge Area (Plan) and the Marysville Municipal Code (MMC). Specifically, the Plan does not contemplate residential uses in the Community Business-Whiskey Ridge (CB-WR) zone while the MMC permitted uses table incorrectly allows for residential uses. To remedy this disconnect, staff proposes to:

- Amend the zone description in MMC 22C.020.030 to distinguish between the Community Business (CB) and CB-WR zones, and clarify that residential uses are not allowed in CB-WR;
- Create a separate column in the permitted uses table in MMC 22C.020.060 for the CB-WR zoning district which would allow for all of the uses allowed in the CB zoning district except for multi-family, convalescent/nursing/retirement homes, and residential care facilities; and
- Make other minor amendments to the density and dimensional table in MMC 22C.020.080 for clarity and consistency.

The PC received testimony from staff and interested parties at the public hearing following public notice. The PC made a motion to recommend the proposed amendments to City Council for adoption by Ordinance.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that City Council affirm the Planning Commission’s recommendation and adopt the Commercial Permitted Uses, and Density and Dimensional Amendments by Ordinance.</p> <p><b>RECOMMENDED MOTION:</b> I move to adopt the Commercial Permitted Uses, and Density and Dimensional Amendments by Ordinance, and authorize the mayor to sign said Ordinance.</p>
--



September 28, 2020

City Council  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

## AGENDA ITEM #10

Dear Council members:

Our firm represents the contract purchaser for two parcels within the “East Sunnyside/Whiskey Ridge” subarea that are zoned Community Business (CB). Our client has spent several millions of dollars earlier this year after reviewing the zoning code and seeing that among the permitted uses the two project it had interested in the initial phase of this project: a medical office building and a senior apartment facility with a few units devoted to greater supervision of those with memory care issues.

We respectfully **OBJECT** to the adoption of Item 10, an ordinance amending commercial permitted uses, and density and dimensional code amendments (PA20-015) on the grounds that under RCW 36.70A.035(1)(c)<sup>1</sup> our Client should have been given adequate public notice of the Planning Commission hearing on this matter because our Client was seeking an administrative interpretation of the very section of code this ordinance seeks to amend.

City staff has known since at least May of this year that our Client is the developer of a project in the CB zone within the East Sunnyside/Whiskey Ridge subarea, which development was first discussed in relationship to how to allow development of apartments on the site without the requirement to be placed over ground floor retail space – a conversation that further evolved into discussing the allowance of senior apartments. During these conversations in May and early June, the City advised our Client that residential development was allowed in CB zone in Whiskey Ridge.

However, in June Staff reversed their opinion citing an inconsistency between the code and subarea plan (that has been in existence for years). The result being that our Client was now not permitted to develop the project as intended. We attempted to work with Staff to resolve the matter in favor of the permitted use matrix<sup>2</sup> as it exists in

---

<sup>1</sup> RCW 36.70A.035 (1) The public participation requirements of this chapter shall include notice procedures that are reasonably calculated to provide notice to property owners and other affected and interested individuals, tribes, government agencies, businesses, school districts, group A public water systems required to develop water system plans consistent with state board of health rules adopted under RCW 43.20.050, and organizations of proposed amendments to comprehensive plans and development regulation. Examples of reasonable notice provisions include:

- (a) Posting the property for site-specific proposals;
- (b) Publishing notice in a newspaper of general circulation in the county, city, or general area where the proposal is located or that will be affected by the proposal;
- (c) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;**
- (d) Placing notices in appropriate regional, neighborhood, ethnic, or trade journals; and
- (e) Publishing notice in agency newsletters or sending notice to agency mailing lists, including general lists or lists for specific proposals or subject areas.

<sup>2</sup> Since a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts surrounding the appropriate use are resolved in favor of the more specific regulations, usually zoning regulations. A specific zoning ordinance will prevail over an inconsistent comprehensive plan. \*874 Cougar Mountain Assocs. v. King County, 111 Wash.2d 742, 757, 765 P.2d 264 1988). If a comprehensive plan prohibits a particular use but the zoning code permits it, the use would be permitted. Weyerhaeuser v. Pierce County, 124 Wash.2d 26, 43, 873 P.2d 498 (1994). These rules require that conflicts between a general comprehensive plan and a specific zoning code be resolved in the zoning code's favor.

*Citizens for Mount Vernon v. City of Mount Vernon*, 133 Wn.2d 861, 873–74, 947 P.2d 1208, 1215 (1997)

code, which matrix reflected residential uses (including senior housing) were permitted in the CB zone. Further action was taken to file an administrative code interpretation on behalf of our Client on August 3<sup>rd</sup>. Staff issued an interpretation on September 3<sup>rd</sup>, which we received on September 8<sup>th</sup>.

At no time during any of the conversations or correspondence, or within the code interpretation itself, did City staff mention to our firm or its Client that it was already underway with expediting a code amendment through the Planning Commission. Such notification would have given our Client the opportunity to provide public comments against the amendment and/or propose an alternative solution that would enable our Client's development.

Staff indicated in late August that they may be willing to process a comprehensive plan amendment to allow residential uses in the CB zone, which our last understanding was Staff was discussing with legal if there was a way to more forward an amendment prior to the next docket cycle (given the economic impact to our client). Based on this information, we had been preparing an application for a comprehensive plan amendment and rezone behalf of our client. But such an amendment would now either need to be to a different land use designation and zone, or require our Client submit both amendments to the subarea plan and the zoning code. What staff has proposed (without addressing our other concerns) could make it procedurally more difficult for our Client to get resolution favorable to development of the site in a timely manner.

In sum, our Client made a substantial investment in property in the City of Marysville based on:

1. what was shown as allowed in the City's permitted use matrix
2. permitted uses that staff had confirmed were allowed

Given our Client has immediate, non-speculative economic development projects it could bring to the City of Marysville, we believe there should have be a broader discussion about the immediate economic impact to our Client and the City, which are both struggling to deal with the effects of a pandemic and recession.

We would respectfully request the City Council **DELAY** this ordinance, choosing to remand it to staff and Planning Commission for further discussion such that additional, appropriate public participation from interested and impacted parties such as our Client can be heard.

Thank you for your time and consideration.

TOYER STRATEGIC ADVISORS, INC.



DAVID K. TOYER  
PRESIDENT





COMMUNITY DEVELOPMENT DEPARTMENT  
80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX

## MEMORANDUM

**DATE:** October 1, 2020  
**TO:** Marysville City Council  
**FROM:** Chris Holland, Planning Manager  
**RE:** Community Business – Whiskey Ridge (CB-WR) Permitted Use Amendments (PA 20015)  
**CC:** Allan Giffen, Interim CD Director  
 Angela Gemmer, Senior Planner  
 Amy Hess, Associate Planner

At the September 28, 2020 City Council meeting, a letter was provided by Toyer Strategic Advisors respectfully objecting to the proposed permitted uses, and dimensional code amendments presented to City Council. The proposed amendments are intended to align the permitted uses outlined in Marysville Municipal Code (MMC) 22C.020.060 with the East Sunnyside – Whiskey Ridge Subarea Plan. As noted in the Agenda Bill the adopted East Sunnyside – Whiskey Ridge Subarea Plan did not analyze environmental impacts, or provide for residential uses within the CB-WR zone.

Staff has had an open dialogue with Toyer Strategic Advisors, and their client Land Pro Group, Inc., regarding permitted uses in the CB-WR zone. Specifically, a preliminary application for a NON-Project Action Binding Site Plan (commercial subdivision) was submitted by Natural 9 Holdings, LLC (applicant), on July 7, 2020. The pre-application cover letter, submitted by the applicant, requested an update related to whether or not assisted living facilities were permitted in the CB-WR zone. In the pre-application comments (attached), staff responded that assisted living facilities are not a permitted use in the CB-WR zone.

In addition to the pre-application comments, City Staff has been in continuous communication with Toyer Strategic Advisors and Land Pro Group, Inc, regarding the uses allowed in the CB-WR zone. This includes numerous conference calls, e-mails and written correspondence.

On August 4, 2020 Toyer Strategic Advisors submitted a Code Interpretation request to Community Development Director Thomas (attached), whether multi-family was a permitted use on Assessor's Parcel Numbers (APN) 00590700030500 and 00590700031800, which are zoned CB-WR. On September 3, 2020 Community Development Director Thomas issued a Code Interpretation (attached), notifying Toyer Strategic Advisors that multi-family is not a permitted use in the CB-WR zone. The Community Development Director's code interpretation provided for a 15-day appeal period and included instructions on filing an appeal. The 15-day appeal period tolled with no appeal filed.

As previously noted, the permitted uses matrices incorrectly lists residential uses as being allowed in the CB-WR zone. Residential uses were never planned for or contemplated in the CB-WR zone and the environmental impacts of residential uses have not been analyzed. The proposed code amendments are not site specific, rather they are city wide and intended to align MMC Title 22 *Unified Development Code* with the adopted Comprehensive Plan.

Correction of this error does not diminish the fact that there may be future analysis related to whether, or not, residential uses should be allowed in the CB-WR zone. If allowing residential uses in the CB-WR zone is the direction desired by City Council, additional analysis and a Comprehensive Plan amendment is needed. Specifically, analysis of environmental impacts, water and sewer capacity, and road network level of service is needed to ensure that environmental impacts are mitigated and adequate utility facilities and level of service for road networks can be provided.

### **Notice of Public Hearing**

The Planning Commission's Public Hearing on the proposed code amendments were duly advertised in accordance with MMC 22G.010.110, *Notice of public hearing*. Toyer Strategic Advisors had expressed interest in the past in being placed on a notice list that the Community Development Department maintains for providing notice of legislative actions; therefore, Mr. Toyer should have received an email of the Agenda for the Public Hearing. Notice for Planning Commission public hearings are also provided as follows:

- Public notice is posted at City Hall, Marysville and Lakewood Post Offices, Marysville Library;
- Entered into MIRS (Marysville Information Retrieval System) which is linked to various locations on the City's website;
- Posted on Channel 21;
- Published in the Everett Herald;
- Agenda is placed on Civic Plus using a 'Notify' function that creates a notification link that disseminates to 266 registered recipients. David Toyer - davidtoyerstrategic.com is among the registered recipients; and
- All public hearing and/or other Planning Commission materials are available upon request.

**Attachments:** Planning Staff Pre-Application Comments, dated 08.04.20  
 Toyer Strategic Advisors Code Interpretation, dated 08.04.20  
 Director Thomas Code Interpretation, dated 09.03.20



COMMUNITY DEVELOPMENT DEPARTMENT  
80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX

August 4, 2020

Ryan Larsen  
Land Pro Group, Inc.  
10515 20<sup>th</sup> Street SE, Suite 202  
Lake Stevens, WA 98258

Re: White Barn NON-Project Action BSP – *Pre-Application Comments*  
PreApp 20021

Dear Ryan,

This letter is intended to summarize the Planning Divisions comments regarding the above referenced proposal. These comments are preliminary in nature and are based on the applicable development standards outlined in the Marysville Municipal Code (MMC). Preliminary comments do not vest an applicant to the existing MMC. Development conditions will be based on the most current MMC provisions in effect at the time a *Determination of Completeness* has been issued on a formal land use application.

**APPLICANT'S QUESTION:**

1. Is it possible to record the binding site plan before all improvements are complete by bonding the improvements?

**It is my understanding that you are proposing a NON-Project Action BSP, essentially recording a surveyed subdivision with future development processed under a separate application. NON-Project Action BSP are not required to make on, or off-site improvements, as there is no impact for recording the NON-Project Action BSP.**

2. What retaining wall limitation are place(d) along 87<sup>th</sup> and Soper due to the Whiskey Ridge subarea?

**See the blank wall standards/treatments outlined in [Section E.3.4](#).**

**See the maximum wall height along public streets or sidewalks outlined in [Section F.2.1](#).**

**See [MMC 22D.050.030](#), which outlines minimum standards for grading and retaining walls.**

3. Does the City require any review of the frontage improvements along Soper Hill or do we deal 100% with the City of Lake Stevens.

**Yes, not all of the improvements are located within the City of Lake Stevens. See attached ILA.**

4. What associated off-site water and sewer improvements would be required if any?

**None required for a NON-Project Action BSP.**

5. We are looking at Lot 8 being a potential assisted living facility. The building on the draft BSP show such a facility. Does the fire department require vehicle access around the entire building?

**Assisted living facilities are not a permitted use in the WR-CB zone. See attached administrative interpretation.**

6. It is my understanding David Toyer has been working with staff to address the potential development of Lot 8 being a potential assisted living facility. Is there any additional information on this front you can add?

**No update. Assisted living facilities are not a permitted use in the WR-CB zone.**

**PRE-APPLICATION COMMENTS:**

7. Turn the site plan layers off and only include what is outlined on the attached NON-Project Action BSP submittal checklist.
8. The following are permit processing fees for the proposed NON-Project Action Binding Site Plan (BSP):
- . Preliminary BSP: \$5,000 + \$100 per lot
  - . Final BSP: \$1,000 + \$100 per lot
9. Future PROJECT-Action development will require individual development review pursuant to MMC Chapter 22G.120 *Site Plan Review* and the [East Sunnyside/Whiskey Ridge Design Standards and Guidelines](#).

Enclosed are copies of comments received from other City departments, and reviewing agencies. After you have had an opportunity to review, please let me know what pre-application comments you need clarification on. Once received I can set up a conference meeting with all of the applicable city and agency representatives. Most staff are currently teleworking, so the fastest way to communicate with me at this time is by e-mail: [cholland@marysvillewa.gov](mailto:cholland@marysvillewa.gov).

Sincerely,

***Chris Holland***

Chris Holland  
Planning Manager

cc: Jeff Thomas, CD Director



August 4, 2020

Jeff Thomas  
Community Development Director  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

## **CODE INTERPRETATION**

Dear Mr. Thomas:

Pursuant to MMC 22A.010.070, this letter serves as a request for an official code interpretation of the uses permitted for the development of tax parcels 00590700030500 and 00590700031800, designated and zoned Community Business. Specifically, we seek a two-part interpretation:

1. Whether the “multiple family” use is a permitted used in the Community Business zone.
2. Would the City’s February 9, 2016 code interpretation in the matter of the “Bonaventure Senior Living Continuing Care Retirement Community” [“Bonaventure”] apply the “Master Planned Senior Community” use in a case where the proposed use would be a “convalescent, nursing, retirement” facility with minor area of the facility set up to provide living spaces for residents with memory care issues.

### **Part 1 – Multiple Family in the Community Business Zone**

The subject parcels are located within the “East Sunnyside/Whiskey Ridge” subarea and zoned Community Business. Per the permitted use matrix at MMC 22C.020.060, the “multiple-family” use is allowed in the Community Business zone. Three development conditions address this use, conditions (4), (5) and (63). Condition (4) requires that all units be located above street-level commercial, except that condition (5) allows for up to 20% or two units on the ground floor. Condition (63), which addresses the Community Business zone, expressly states “Permitted uses include Whiskey Ridge zones.” MMC 22C.020.070.

The “East Sunnyside/Whiskey Ridge” subarea plan was adopted in 2007. The City’s use matrix and development conditions, cited to above, have been updated multiple times since – giving the City ample opportunity to examine whether to change any allowed uses in the Whiskey Ridge area. Despite those various amendments, the City has retained multiple family as an allowed use for the CB Zone in this Whiskey Ridge subarea.

The East Sunnyside/Whiskey Ridge subarea plan identifies an existing population within the land capacity analysis (Table 4-25, page 3), but does not identify any “Additional Pop[ulation]” capacity. The subarea plan simple does not address residential development in the Community Business zone. Even though the plan is silent and the land capacity analysis does not identify additional population, page 4-14 of the plan states,

*“Marysville was interested in ensuring a land use mix within this area to balance the largely single family residential growth occurring throughout the Sunnyside area and also to ensure that new neighborhoods were created as long-term neighborhoods.”*

*New residential developments in the Whiskey Ridge area should provide address site planning to integrate with the surrounding planned developments as well as provide attractive internal layout.*

*What this means is that new neighborhoods should enhance rather than diminish the surrounding area. This might occur through provision of transportation improvements that promote neighborhood walkability, population at a density to support transit and commercial services in the surrounding area, support of new facilities stretched by continuing population growth, retention of open space or parks within developing neighborhoods.*

*“Marysville is also committed to creation of a land use mix that provides both jobs and housing with commercial services in proximity the area’s growing residential community throughout the Sunnyside (Planning Area 3) and East Sunnyside/Whiskey Ridge (Planning Area 4) neighborhoods.”*

### *Scrivener’s Error?*

To date the department has provided us with “unofficial” guidance that a “scrivener’s error” in a prior code amendment incorrectly identifies multiple family uses as permitted in the Community Business zone, which use is not actually permitted. However, this “unofficial” guidance appears to be in direct conflict with the department’s 2016 administrative use interpretation in Bonaventure where is clearly and completely states that multiple family units are a permitted use in the Community Business zone. Further, as noted above, the City has had multiple opportunities over more than a decade to amend Code but continues to retain the multiple family use as permitted.

We have highlighted and marked two parts of the Bonaventure Interpretation as “A” and “B” for your reference. Further, we point out that within Bonaventure the department restates of MMC 22A.030.070 which establishes the purpose of the Community Business zone as three-fold, including:

*(b) Allowing for a mix of housing and retail/service uses; and*

We find no support in MMC 22A.030.070, 22C.020.060 and 22C.020.070 for the argument that housing, generally, and more specifically multiple-family housing as an expressly permitted use, could be a “scrivener’s” error, especially considering:

- 22A.030.070 was added in 2011 and has not be amended since
- 22C.020.060 was added in 2011 and has been amended more than a dozen times (last in 2019)
- 22C.020.070 was added in 2011 and has been amended ten times (last in 2019)

The zoning code in its entirety must be read for its plain meaning, which would include examination of the number of locations in which the multiple-family use is identified as permitted, the number of times those sections of code have been amended since 2011, and the 2016 code interpretation in Bonaventure which clearly found that the code is unambiguous in permitting multiple family in the Community Business Zone.

This would be consistent with the Supreme Court’s opinion in *Jongeward* which notes that legislators enact legislation in light of existing statutes. In other words, city councils enact ordinances in light of existing code. Since at least 2011 multiple family has been a permitted use in the Community Business zone despite more than a dozen ordinances amending that section of code in the intervening years. Further, the subarea plan in question was adopted in 2007. The legislative intent is unambiguous.

*If a statute's meaning is plain on its face, we must “give effect to that plain meaning as an expression of legislative intent.” Campbell & Gwinn, 146 Wn.2d at 9-10. The plain meaning “is discerned from all that the Legislature has said in the statute.” Id. at 11. Plain meaning may also be discerned from “related statutes which disclose legislative intent about the provision in question.” Id. An examination of related statutes aids our plain meaning analysis*

“because legislators enact legislation in light of existing statutes.” *Id.* (quoting 2A Norman J. Singer, *Statutes and Statutory Construction* § 48A:16, at 809-10 (6th ed. 2000)).

*Jongeward v. BNSF Ry.*, 174 Wn.2d 586, 278 P.3d 157 (2012)

### *Inconsistency?*

The department has further maintained that even if the zone's intent, use matrix, and development conditions are not a scrivener's error, multiple family could not be permitted because the zoning code would be inconsistent with the subarea plan.

We disagree. As evidence to that we call attention to the following cases:

*Since a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts surrounding the appropriate use are resolved in favor of the more specific regulations, usually zoning regulations. A specific zoning ordinance will prevail over an inconsistent comprehensive plan. \*874 Cougar Mountain Assocs. v. King County, 111 Wash.2d 742, 757, 765 P.2d 264 1988). If a comprehensive plan prohibits a particular use but the zoning code permits it, the use would be permitted. Weyerhaeuser v. Pierce County, 124 Wash.2d 26, 43, 873 P.2d 498 (1994). These rules require that conflicts between a general comprehensive plan and a specific zoning code be resolved in the zoning code's favor.*

*Citizens for Mount Vernon v. City of Mount Vernon, 133 Wn.2d 861, 873–74, 947 P.2d 1208, 1215 (1997)*

Accord and more recently:

*Generally, a specific zoning ordinance will prevail over an inconsistent comprehensive plan. Weyerhaeuser v. Pierce County, 124 Wash.2d 26, 43, 873 P.2d 498 (1994) (citing Cougar Mountain Assoc. v. King County, 111 Wash.2d 742, 757, 765 P.2d 264 (1988)). Because a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts concerning a proposed use are resolved in favor of the more specific regulations. \*895 Citizens for Mount Vernon v. City of Mount Vernon, 133 Wash.2d 861, 873, 947 P.2d 1208 (1997). Thus, **to the extent the comprehensive plan prohibits a use that the zoning code permits, the use is permitted.** Weyerhaeuser, 124 Wash.2d at 43, 873 P.2d 498. **Emphasis added.***

*Lakeside Indus. v. Thurston Cty.*, 119 Wn. App. 886, 894–95, 83 P.3d 433, 437 (2004), as amended (Feb. 24, 2004)

## **Part 2 – Application of “Master Planned Senior Community”**

We've additionally sought guidance from the department on the ability to locate a 150 bed facility in the Community Business zone which would primarily consist of a “convalescent, nursing and retirement” facility in which 130 units would be senior living units with a minimal amount of supportive care and assistance, meal preparation services, etc. along with 20 units which would serve the more intense needs of individuals requiring memory care. The city's code does not define “convalescent, nursing and retirement” collectively or individually.

*To determine the ordinary meaning of an undefined term, our courts look to standard English language dictionaries. Boeing Co. v. Aetna Cas. & Sur. Co.*, 113 Wn.2d 869, 877, 784 P.2d 507 (1990).

According to the Meriam-Webster Dictionary:

“Convalescent” is an institution for the convalescing of people

--“Convalescing” is defined as “to recover health and strength gradually after sickness or weakness”

“Retirement home” is a place where retired people can live and sometimes be taken care of

“Nursing home” is a public or private residential facility providing a high level of long-term personal or nursing care for persons (such as the aged or the chronically ill) who are unable to care for themselves properly

Based on these definitions it is clear that a retirement home is consistent with what is also referred to by the City as independent senior living where the units are individual apartments but some care is available as needed (which may include meals, medical reminders, welfare checks, etc.). Further, memory care units would rightfully be consistent with the “nursing home definition” above.

It is our position that a 150 bed facility with +/- 130 independent senior living apartments are either a “retirement home” or “multiple-family” use (both are permitted) and a 20 bed memory care unit within such a facility would be an accessory “nursing home” use. MMC 22A.020.020 defines an “accessory use, commercial/industrial” as “a use that is subordinate and incidental to a commercial or industrial use.” A 20-bed memory care unit with a 150-bed facility would be an accessory use to the primary senior living apartments.

This is consistent with how the City defines “use” within MMC 22A.020.220:

“Use” means an activity or function carried out on an area of land, or in a building or structure located thereon. Any use comprising the sole or main use on the site is considered the primary use of the site. Any use subordinate or incidental to the primary use on a site is considered an accessory use.

However, in our prior discussions with the department, we have been provided with the Bonaventure interpretation from 2016 and informally advised by the department that a project featuring senior/retirement apartments and long-term memory care would be a “Master Planned Senior Community” as it would include a “*continuum of care that offers varying degrees of assistance for individuals as they are needed*” including residential living units or beds, congregate dining and on-site medical services.

We disagree and present the following:

1. “Convalescent, retirement, nursing” as it appears in the matrix is undefined anywhere in code. As written, it is poorly constructed and lacks the grammatical clarity of either “and” or “or” which would more conclusively indicate whether this is envisioned as single use or three types of similar uses.

Interpreting the matrix to read that “convalescent, nursing, and retirement” as a singular use would be absurd. If this were the case, it would appear duplicative of the “master planned senior community” use except for the lack of the latter use’s density incentive. Instead each should be read as a permitted use.

2. The key element of a “Master Planned Senior Community” is by its definition the presence of a “master plan for a site” that incorporates a range of care options. . .” The term “master plan” is defined in MMC 22A.020.170 as:

“Master plan” means a concept site plan, to scale, showing general land uses and zoning districts, proposed building pad concepts and orientation, public and private open space, sensitive areas, streets, pedestrian and vehicle connectivity to adjacent parcels, and other design features, required by applicable comprehensive plan and development regulations applying to the parcels.



The use of the phrase “concept site plan” is intended in most land use cases to be a plan for the gradual, multi-phase build-out of a bigger concept, such as multiple buildings, multiple-uses, etc.

A master plan’s concept site plan is different from that of a site plan, which is specific to a single use on a single site. And there is no definitive code statement that a combination of any two otherwise permitted uses are a master planned senior community.

A business performing two functions (two uses) within a single facility does not raise to a level of necessitating master plan. There are many examples of businesses with two uses in which one is a primary use and the other an accessory use. For example, a 2,000 square foot retail space for walk in business can be an accessory use to a 20,000 square foot wholesale distribution company; a 1,750 square foot tool rental business may be an accessory use to a 30,000 square foot hardware store; and a large auto-sales business (primary use) can operate a vehicle service center (accessory use). None of these require “master” planning, but they provide some “continuum” of service for their specific customer type.

We assert that the intent of the master planned senior community use is to incentivize the creation of projects of a particular size and significance (e.g. large acreage being developed, multiple buildings, multiple business or business units, and/or a multi-phased, multi-year project) that require they be located in limited areas and conditioned such that they achieve specific, measurable policy objectives.

3. A full and complete reading of the intent, purpose and applicability of MMC 22C.220 “Master Planned Senior Communities” does not identify any requirement (or limitation) that a senior housing project with a mix housing types be required to develop exclusively as a master planned senior community. In fact, it is clear throughout this chapter that the use is envisioned as an incentive to encourage a mix of senior housing uses, at higher densities, with services for aging in place to fulfill broader policy objectives under regional housing and regional planning policies<sup>1</sup>. Thus, the use’s existence is not intended to limit or exclude other individually permitted uses or a combination of permitted uses (primary and accessory).

*“This Chapter is intended to provide for developments that incorporate a variety of housing. . . To encourage active aging strategies. . . To permit higher densities for senior housing. . .”* MMC 22C.220.010.

*MMC 22C.220.020 Applicability – “An applicant may request to utilize the master planned senior community provisions if the site meets the site qualification criteria. . .”*

4. Without the “master plan” distinction a retirement, nursing, or convalescent facility alone could be identified as a “Master Planed Senior Community” because each of these types of uses provides some range of services which could only be described as a “continuum of care” because every individual resident has differing needs for supervision, medical care, meal planning, rehabilitation, etc. For example in the case of a convalescent or nursing use the patients stay is variable based on a worsening or improving condition, and patients may include those recovering from strokes, others from hip replacements, and some who must be there because they simple cannot care for their own needs. Whereas in a retirement home, a retired couple may be living in a unit for convenience as one spouse can’t care for the other without help or someone may be there because they have a medical need which requires they be monitored even though they can live independently. Thus, “continuum of care” cannot be the exclusive factor to determine if the use is a “Master Planned Senior Community.”

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<sup>1</sup> This is supported by the fact that the master planned senior community use is only allowed as a “conditional” use in two out of nine commercial and industrial zones (of which only one of these is a commercial zone – mixed use).

5. Further according to the Bonaventure interpretation (section underlined section "B"), if independent senior living apartments are not identified as a retirement home (group residence), then they would rightly be considered multiple family units whether or not concierge like activity coordination and/or access to medical staff were available.

#### Summary of Requested Interpretation

MMC 22A.010.070 provides authority for Code interpretation regarding allowed uses in a given zone. That interpretation, in turn, is required to be issued as a decision appealable to the Hearing Examiner under MMC Chapter 22G.010.

We believe we have provided sufficient legal and factual information to support our interpretation requests, and respectfully request the Director issue a code interpretation which concludes the following:

1. Multi-family is a permitted use in the Community Business zone
2. Independent senior living apartments are a multi-family use
3. A retirement home (group residence) is a permitted use and can include facilities which provide some access to concierge and/or medical services "as-needed" in accordance with the plain language definition (e.g. Meriam-Webster definition) for retirement homes
4. A single facility which included a retirement home (primary use) could have a portion of the facility dedicated to memory care (e.g. a skilled nursing component) as an accessory use.
5. A combination of a primary and accessory use does not rise to the level of a "Master Planned Senior Community"

#### Application & Fee

We could not locate a required application or fee in the information available online. Should there be an application or a fee, please alert us immediately and we will act to perfect this request. As you are aware, this property is slated for immediate development and we have been actively preparing application materials. Thus time is of the essence and we request the Department expeditiously review and provide its interpretation for further action either on an application or for further review by the City's hearing examiner under MMC Chapter 22G.010.

I am readily available at your earliest convenience to provide any further information or to discuss this request further.

TOYER STRATEGIC ADVISORS, INC.



DAVID K. TOYER  
PRESIDENT



**COMMUNITY DEVELOPMENT DEPARTMENT**  
 80 Columbia Avenue ♦ Marysville, WA 98270  
 (360) 363-8100 ♦ (360) 651-5099 FAX

February 8, 2016

Mr. John Eld  
 Project Manager  
 Bonaventure Senior Living  
 3425 Boone Road SE  
 Salem, Oregon 97317

Dear Mr. Eld:

In response to your letter on a code interpretation for the "Bonaventure Senior Living Continuing Care Retirement Community" this letter has been drafted.

The City of Marysville passed an ordinance in 2011 with the intent to facilitate a full service continuum of care approach for seniors. It was named in the Marysville Municipal Code: "Master planned senior community" and is defined as: "a master plan for a site that incorporates a range of care options for senior citizens or disabled persons, including but not limited to independent senior housing, senior assisted living, and nursing homes. The proposed development must offer a continuum of care that offers varying degrees of assistance for individuals as they are needed. The community must include an integration of residential living units or beds, recreation, congregate dining, and on-site medical facilities/services."

The City Council later decided to reduce the areas of the city where master planned senior communities were allowed to locate because of their desire to keep commercially zoned land available for commercial uses. The master planned senior community use was removed as a conditional use from four commercial zones. These zones were the Neighborhood Business Zone - NB, Community Business Zone - CB, General Commercial Zone- GC and the Downtown Commercial Zone - DC.

It is our belief that the project you are proposing, as designed, comes under the definition above for master planned senior community. Your project is a "continuum of care" project which includes apartment suites for independent living, assisted living units with limited food preparation area and memory care suites. In reviewing the proposed project and your letter there are parts of the project which are allowed by the zoning code. Within MMC 22C.020.060 permitted uses under the Group Residences section of the code: convalescent, nursing, and retirement - group residences are allowed as permitted uses. The retirement word under Group Residences section of the code does not mean independent multiple family units. The section of the building you are proposing for memory care is allowed, and the section of the building which has independent living units / multiple family units is not allowed unless they are designed above a commercial use. Your proposed project does not have the commercial use on the first floor located at the street level as required by the code for multiple family units.

City Council in their goal of encouraging commercial use in the above commercial zones continues to allow multiple family uses when all units are located above a street-level commercial use. Mixed use buildings with commercial uses on the first floor and multiple family units on floors above are an allowed use in the Community Business Zone – CB.

"A"

Furthermore in reviewing the proposed use I reviewed if the use was consistent with the purposes of the zone set forth in Chapter 22A.030 MMC. The purpose of the Community Business Zone - CB in MMC is:

"The purpose of the community business zone (CB) is to provide convenience and comparison retail and personal services for local service areas which exceed the daily convenience needs of adjacent neighborhoods but which

cannot be served conveniently by larger activity centers, and to provide retail and personal services in locations within activity centers that are not appropriate for extensive outdoor storage or auto-related and industrial uses.

These purposes are accomplished by:

- (a) Providing for limited small-scale offices as well as a wider range of the retail, professional, governmental and personal services than are found in neighborhood business areas;
- (b) Allowing for a mix of housing and retail/service uses; and
- (c) Excluding commercial uses with extensive outdoor storage or fabrication and industrial uses."

Your proposed use, as designed, is a "Continuing Care Retirement Community" and is not consistent with the above defined purpose in Chapter 22A.030 MMC.

Your project could go ahead if it were a Group Resident facility without independent living units (multiple family units) or if it were designed as a mixed use building with commercial on the first floor and the independent living units (multiple family units) above the commercial street level use.

"B"

Based on the proposed use without the commercial component on the street level first floor it is not allowed in the community business zone (CB) zone and the use is not consistent with the purpose of the CB zone described above..

The decision of the community development director shall be final unless the applicant or an adverse party files an appeal to the hearing examiner pursuant to Chapter [22G.010](#) MMC, Article VIII, Appeals.

Sincerely yours



Dave Koenig  
Community Development Director

Cc: Gloria Hirashima  
Chris Holland



**COMMUNITY DEVELOPMENT DEPARTMENT**  
 80 Columbia Avenue ♦ Marysville, WA 98270  
 (360) 363-8100 ♦ (360) 651-5099 FAX

September 3, 2020

David K. Toyer  
 Toyer Strategic Advisors, Inc.  
 3705 Colby Avenue, Suite 1  
 Everett, WA 98201

Re: Code Interpretation Request

Dear David,

The City received your Code Interpretation request, dated August 4, 2020, which was a two-part request for the following:

1. Whether the "multiple family" use is a permitted use in the Community Business zone.
2. Would the City's February 9, 2016 code interpretation in the matter of the "Bonaventure Senior Living Continuing Care Retirement Community" ["Bonaventure"] apply the "Master Planned Senior Community" use in a case where the proposed use would be a "convalescent, nursing, retirement" facility with minor area of the facility set up to provide living spaces for residents with memory care issues.

Regarding the first point, multiple family use is permitted in the Community Business ("CB") zone (subject to certain conditions), however it is ultimately not an allowed use in the Whiskey-Ridge Community Business ("WR-CB") zone. This conclusion is based on the following:

- Ordinance No. 2696, dated May 14, 2007, officially amended the City of Marysville Comprehensive Plan by adopting the subarea plan for the East Sunnyside – Whiskey Ridge area and amended the City's development regulations by amending Chapter 19.12 (now MMC 22C.020.080 & 22C.020.090 after recodification) and 19.26 (now MMC 22C.090.020 after recodification). This subarea plan did not analyze or assign any residential density within the Whiskey Ridge – Community Business (WR-CB) zone.
- While Ordinance No. 2696 failed to amend MMC Chapter 19.08 *Permitted Uses* (now MMC 22C.020.060), it correctly did not assign any residential density within the WR-CB zone (as is reflected in Ordinance No. 2696 and in the currently adopted MMC 22C.020.080).
- Based on the WR subarea plan, Ordinance 2696, MMC 22C.020.060, and MMC 22C.020.080, multiple-family use is ultimately not an allowed use in the WR-CB zone.


Regarding your second point, while it is difficult to determine exactly what you are requesting interpretation on, it appears you are inquiring as to whether a 150-bed facility "made up of

130 senior living units with a minimal amount of supportive care and assistance, meal preparation services, etc., along with 20 units which would serve the more intense needs of individuals requiring memory care” would be considered a “Master Planned Senior Community” use. Based on the information provided, such a use would be a considered a Master Planned Senior Community use per MMC Chapter 22C.220.

Pursuant to MMC 22G.010.550 administrative interpretations may be appealed to the hearing examiner. A written appeal shall be filed within 14 days of the notice of decision and shall be accompanied with a \$500.00 filing fee. Grounds and contents of appeal are outlined in MMC 22G.010.550.

If you have any questions regarding the response to your code interpretation request, please contact me at 360.363.8211, or by e-mail at [jthomas@marysvillewa.gov](mailto:jthomas@marysvillewa.gov).

Sincerely,



Jeff Thomas  
CD Director

cc: Gloria Hirashima, CAO  
Jon Walker, City Attorney  
Burton Eggertsen, Deputy City Attorney  
Chris Holland, Planning Manager  
Angela Gemmer, Senior Planner  
Amy Hess, Associate Planner

Attached: Ordinance 2696

cc: *Comptroller*  
*Cook Pub*  
*MASC*

*Orig. File*

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. 2696

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE INITIAL SUBAREA PLAN FOR THE EAST SUNNYSIDE/WHISKEY RIDGE AREA AND AMENDING THE CITY'S DEVELOPMENT REGULATIONS BY AMENDING CHAPTERS 19.12 AND 19.26 MMC.

WHEREAS, the City of Marysville has proposed under RCW 36.70A.130(2)(a)(ii) to amend its comprehensive plan by the initial adoption of a subarea plan for the East Sunnyside/Whiskey Ridge neighborhood; and

WHEREAS, any amendment or revision to a comprehensive land use plan must conform to RCW 36.70A.130; and

WHEREAS, the City of Marysville has met the spirit and intent of RCW 36.70A.130 by (1) providing for a public participation program set forth in Section 2 below, by (2) reviewing and identifying needed revisions to the Comprehensive Plan and development regulations, as described in Section 3 below, and by (3) adopting a subarea plan for the East Sunnyside/Whiskey Ridge neighborhood as set forth in the attached Exhibit A; and

WHEREAS, in taking the actions set forth in this Ordinance, the City of Marysville has made a good faith effort to comply with the recommendations of CTED and has submitted to CTED the proposed needed revisions to the City's Comprehensive Plan and development regulations as required by RCW 36.70A.106; and

WHEREAS, in taking the actions set forth in this Ordinance, the City of Marysville has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by issuing an addendum on January 16, 2007 to the Final EIS for the City's Comprehensive Plan and Development Regulations; and

WHEREAS, the City received numerous comments on the revisions to the Comprehensive Plan and development regulations from citizens, environmental groups, developer organizations, and government entities, which comments the City has duly considered in adopting the needed revisions to the Comprehensive Plan and development regulations set forth in the

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*/wpf/mv/ord.Comp Plan Update*

subarea plan for the East Sunnyside/Whiskey Ridge area; and

WHEREAS, the Planning Commission held public hearings on December 11, 2006 and January 23, 2007; and

WHEREAS, the City Council held a public hearing on April 23, 2007, at which further public input was allowed on the subject of the proposed subarea plan recommended by the Planning Commission; and

WHEREAS, before adopting the needed revisions to the Comprehensive Plan and development regulations set forth in the subarea plan for the East Sunnyside/Whiskey Ridge area, the City Council has considered the public testimony, the report of staff and the Planning Commission;

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

Section 1. Public Participation Program.

The City of Marysville has established and implemented a public participation program for reviewing the proposed adoption of the subarea plan for the East Sunnyside/Whiskey Ridge area and the proposed revisions to the City's development regulations. The public participation program consisted of the meetings and hearings set forth below. The program has provided for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. Notice of the public meetings and hearings was given by:

- (a) mailing notices to property owners and residents;
- (b) publishing notices in newspapers of general circulation in the City and region;
- (c) notifying public and private groups with known interest in a certain proposal or type of proposal being considered;
- (d) posting notices at City buildings and the post office; and
- (e) making copies of the proposals and alternatives available for purchase or for review at the public library, City website, and City Hall.

Section 2. Review and Identification of Needed Revisions to the Comprehensive Plan and Development Regulations.

The City of Marysville has conducted a thorough review of the City's Comprehensive Plan and

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development regulations to identify revisions needed in the subarea plan to ensure compliance with the GMA and ensure internal consistency with policies and designations of the comprehensive plan. This review has been conducted by the City's Planning Commission, staff, and citizens and has utilized the public participation program set forth in Section 1 above.

Based on this review, the City has identified needed revisions to the Comprehensive Plan and development regulations as set forth in the subarea plan for the East Sunnyside/Whiskey Ridge area, which is set forth in the attached Exhibit A.

Section 3. Approval of Planning Commission's Recommendation and Adoption of Findings.

The City Council hereby approves the Planning Commission's recommendation with minor revisions as set forth in the attached Exhibit A.

Section 4. Adoption of Subarea Plan Amending the City of Marysville Comprehensive Plan.

The City Council hereby adopts the subarea plan for the East Sunnyside/Whiskey Ridge area, which is attached hereto as Exhibit A and is incorporated herein by this reference.

Section 5. Chapter 19.12 of the Marysville Municipal Code is hereby amended by adopting MMC 19.12.035 to read as follows:

**Whiskey Ridge Subarea Plan zones. This chart supplements the existing zoning regulations in Chapter 19.12.030 Marysville Municipal Code)**

**(For implementing zones of Single Family High (R 6.5) and Multiple Family, Medium please refer to MMC 19.12.030. )**

**(1) Densities and Dimensions.**

	Single Family High, R4-8 (24)	Multi-Family Low, R6-18 (15, 24)	Mixed Use MU (16, 24)	CB
Density: Dwelling unit/acre (6)	4.5 du/ac	6 du/ac (detached single family) 10 du/ac (attached multi family)	12 du/ac	--

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*Awp/uv/ord.Comp Plan Update*

Maximum density: Dwelling unit/acre (1)	8	18 du/ac	18 du/ac	
Minimum street setback (3) (18)	20 ft (8)	20 ft (23)	20 ft (23)	None (19, 23)
Minimum side yard setback (3)	5 ft (10)	10 ft (10)	None (20)	25 ft. (18)
Minimum rear yard setback (3)	20 ft	25 ft	None (20)	25 ft. (18)
Base height	30 ft	35 ft (4)	45 ft.	55 ft.
Maximum building coverage: Percentage (5)	40%	40%	-	-
Maximum impervious surface: Percentage (5)	50%	70%	85%, 75% (22)	85%
Minimum lot area	5,000 sq. ft	-	None	None
Minimum lot area for duplexes (2)	7,200 sq. ft	-	-	-
Minimum lot width (3)	40 ft	70 ft	None	None
Minimum lot frontage on cul-de-sac, sharp curve, or panhandle (16)	20 ft	-	-	-
WCF height (17)	60 ft	60 ft	120 ft	120 ft

## (2) Development Conditions.

1. a. The maximum density for Whiskey Ridge subarea plan zones may be achieved only through the application of residential density incentive provisions outlined in Chapter 19.26 MMC.
2. The minimum lot sizes for duplexes apply to lots or parcels

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which existed on or before the effective date of the ordinance codified in this chapter. All new duplex lots created through the subdivision or short subdivision process shall be a minimum of 7,200 square feet in size, must include a "duplex disclosure," and comply with the density requirements of the comprehensive plan (eight units per acre for the Single Family zone).

3. These standards may be modified under the provisions for zero lot line and townhome developments.

4. a. Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit; provided, that the maximum height may not exceed 60 feet.

b. Multiple-family developments, located outside of Planning Area 1, abutting or adjacent to areas zoned as single-family, or areas identified in the comprehensive plan as single-family, may have no more floors than the adjacent single-family dwellings, when single-family is the predominant adjacent land use.

5. Applies to each individual lot. Building coverage and impervious surface area standards for:

a. Regional uses shall be established at the time of permit review; or

b. Nonresidential uses in residential zones shall comply with MMC 19.12.200.

6. a. The densities listed for the single-family zones are net densities.

b. Mobile home parks shall be allowed a maximum density of eight dwelling units per acre, unless located in the SF, R-4.5 or R-6.5 zones, in which case they are limited to the density of the underlying zone.

7. The standards of the R-4.5 zone shall apply if a lot is less than 15,000 square feet in area.

8. On a case-by-case basis, the street setback may be reduced to 10 feet; provided, that at least 20 linear feet of driveway is provided between any garage, carport, or other fenced parking area and the street property line, or the lot takes access from an alley. The linear distance shall be measured in a straight line from the nearest point of the garage, carport or fenced area to the access point at the street property line. In the case of platted lots, no more than two consecutive lots may be reduced to 10 feet.

9. Residences shall have a setback of at least 50 feet from any

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/wp/mv/ord/Comp Plan Update

property line if adjoining an agricultural zone either within or outside the city limits.

10. For townhomes or apartment developments, the setback shall be the greater of:

a. 20 feet along any property line abutting R-4.5 through R-8, and RU zones; or

b. The average setback of the R-4.5 through R-8 zoned single-family detached dwelling units from the common property line separating said dwelling units from the adjacent townhome or apartment development, provided the required setback applied to said development shall not exceed 60 feet. The setback shall be measured from said property line to the closest point of each single-family detached dwelling unit, excluding projections allowed per MMC 19.12.160 and accessory structures existing at the time the townhome or apartment development receives approval by the city.

11. On any lot over one acre in area, an additional five percent may be used for buildings related to agricultural or forestry practices.

12. The maximum building coverage shall be 10 percent where the lot is between 1.0 and 1.25 acres in area. The maximum shall be 15 percent where the lot is less than one acre in area.

13. The impervious surface area shall be:

a. Twenty percent when the lot is between 1.0 and 1.25 acres; and

b. Thirty-five percent when the lot is less than one acre in area.

14. Outside Planning Area 1, in the single-family high density zone, the small lot zone will be allowed through the PRD process with the minimum lot size being 5,000 square feet.

15. Single-family lots and units within the Whiskey Ridge MFL and R-12-28 zones shall utilize the dimensional requirements of the R-8 zone, except the base density.

16. Provided that the front yard setback shall be established as the point at which the lot meets the minimum width requirements. On a case-by-case basis, the street setback may be reduced to the minimum of 20 feet; provided, that the portion of the structure closest to the street is part of the "living area," to avoid having the garage become the predominant feature on the lot.

17. Heights may be increased to 160 feet on nonresidential land uses in R zones, including publicly owned facilities, if co-location is provided.

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18. A 25-foot setback only required on property lines adjoining residentially designated property, otherwise no specific interior setback requirement.

Section 6. Chapter 19.26 of the Marysville Municipal Code is hereby amended by amending MMC 19.26.020 to read as follows:

**19.26.020 Permitted locations of residential density incentives.**

Residential density incentives (RDI) shall be used only on sites served by public sewers and only in the following zones:

- (1) In R-12 through R-28 zones;
- (2) Planned residential developments; and
- (3) In MU, CB, GC and DC zones.
- (4) SF, MF, and MU zones within the Whiskey Ridge master plan. (Ord. 2411 § 1, 2002; Ord. 2131, 1997).

Section 7. Severability.

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

Section 8. Effective Date.

This Ordinance shall take effect five days after its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this 14<sup>th</sup> day of May, 2007.

CITY OF MARYSVILLE

By Dennis L. Kendall  
DENNIS L. KENDALL, Mayor

ATTEST:

By [Signature]  
City Clerk

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/wp/mv/ord.Comp Plan Update



**MARYSVILLE**  
COMMUNITY  
DEVELOPMENT

## MEMORANDUM

**DATE:** September 17, 2020  
**TO:** City Council  
**FROM:** Jeff Thomas, Community Development Director  
 Angela Gemmer, Senior Planner  
**RE:** Marysville Municipal Code Sections 22.020.030, 22.020.060 & 22.020.080 - Proposed Amendments  
**CC:** Community Development – Planning Division

### Introduction

The Community Development Department is committed to continuously improving the efficiency and effectiveness of its processes and regulations for staff, customers and citizens alike. A significant part of this commitment is proposing refinements and clarifications to development regulations as opportunities and challenges are identified.

Recently, disconnects were identified between the adopted subarea plan for the *East Sunnyside/Whiskey Ridge Area* ("Plan") and the Marysville Municipal Code ("MMC"). To remedy these disconnects, staff has drafted proposed amendments to MMC Sections 22.020.030 and 22.020.060. Additionally, other minor refinements and clarifications are proposed to MMC Section 22.020.080.

### Legislative History

On May 14, 2007, the City of Marysville Comprehensive Plan was amended by the adoption of Ordinance No. 2696 which adopted the Plan. MMC Chapters 19.12 and 19.26 were concurrently amended by Ordinance No. 2696 for new development regulations within the subject Plan boundaries. Subsequent amendments by Ordinance No. 2728 to refine these development regulations were completed on December 10, 2007. On February 14, 2011, Ordinance No. 2852 was adopted to amend the MMC to create a Unified Development Code ("UDC"), MMC Title 22. The provisions of the UDC adopted in 2011 as relate to the Plan remain substantially intact today.

### Analysis

The Plan, as it still exists today, does not provide for residential land uses within the Community Business zoning district. Unfortunately, the permitted uses table were not amended to address the Community Business-Whiskey Ridge (CB-WR) zone in 2007 with adopting Ordinance No. 2696. The permitted uses for CB-WR were also not addressed with the subsequent refinements adopted by Ordinance No. 2728. In 2011, the UDC amended the permitted use table and development conditions contained in MMC 22C.020.060 and 22C.020.070, and included the addition of footnote (63) to MMC 22C.020.070. This footnote applies to the Community Business (CB) zone and states that "permitted uses include Whiskey Ridge zones" thus combining the permitted uses for the CB and CB-WR zones. While the permitted uses table does appear to provide for residential development in the Community Business - Whiskey Ridge (CB-WR) zone, the density and dimensional standards table contained in MMC 22C.020.080 clearly and correctly assigns no residential base density nor residential maximum density for the CB-WR zoning district.

### Proposed Amendments

To achieve the required proper alignment and consistency between the Plan and MMC as it relates to residential uses in the CB-WR zoning district, and to correct other minor

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Community  
Development  
80 Columbia Avenue  
Marysville, WA 98270

inconsistencies in the density and dimensional table, the following development regulation amendments are proposed for Planning Commission review and consideration:

- Amend the zone description in MMC 22C.020.030 to distinguish between the Community Business ("CB") and CB-WR zoning districts and clarify that residential uses are not allowed in the CB-WR zoning district;
- Create a separate column in the permitted uses table in MMC 22C.020.060 for the CB-WR zoning district which would allow for all of the uses allowed in the CB zoning district except for multi-family, convalescent/nursing/retirement homes, and residential care facilities; and
- Minor refinements and clarifications in the density and dimension table in MMC 22C.020.080.

Staff respectfully requests the City Council affirm the recommendation of the Planning Commission, and adopt the proposed commercial permitted uses and density and dimensional amendments by Ordinance.



**MARYSVILLE**  
COMMUNITY  
DEVELOPMENT

**PC Recommendation – Commercial Permitted Uses and  
Density and Dimensional Standards**

The Planning Commission (PC) of the City of Marysville, held a public hearing on September 9, 2020 in review of NON-PROJECT action amendments of the Marysville Municipal Code (MMC), proposing amendments to Sections 22C.020.030 – *Characteristics of commercial, industrial, recreation and public institutional zones*, 22C.020.060 – *Permitted uses*, 22C.020.070 – *Permitted uses – Development conditions*, 22C.020.080 – *Densities and dimensions*, and 22C.020.090 – *Densities and dimensions – Development conditions*. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

**FINDINGS:**

1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Commercial Permitted Uses, and Density and Dimensional Standards Amendments to the community on September 9, 2020.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on August 20, 2020, in accordance with RCW 36.70A.106.
4. The PC held a public work session to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action Commercial Permitted Uses, and Density and Dimensional Standards Amendments as described above, on September 9, 2020.
5. The PC held a duly-advertised public hearing on September 9, 2020 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Commercial Permitted Uses, and Density and Dimensional Standards Amendments.

**CONCLUSION:**

At the public hearing, held on September 9, 2020, the PC recommended **APPROVING** the Commercial Permitted Uses, and Density and Dimensional Standards Amendments.

**RECOMMENDATION:**

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as the Commercial Permitted Uses, and Density and Dimensional Standards Amendments, an amendment to Marysville Municipal Code Sections 22C.020.030 – *Characteristics of commercial, industrial, recreation and public institutional zones*, 22C.020.060 – *Permitted uses*, 22C.020.070 – *Permitted uses – Development conditions*, 22C.020.080 – *Densities and dimensions*, and 22C.020.090 – *Densities and dimensions – Development conditions*, this **September 9, 2020**.

By:   
Stephen Leifer, Planning Commission Chair

(360) 363-8100

Community  
Development  
80 Columbia Avenue  
Marysville, WA 98270



**Community  
Development**



**1049 State Avenue  
Marysville, WA 98270**

**Planning  
Commission Meeting  
Minutes  
September 9, 2020**

**CALL TO ORDER**

Chair Leifer called the meeting to order and welcomed new commissioner Kevin Johnson. Introductions followed.

**Present:**

Commissioners: Chair Steve Leifer, Roger Hoen, Jerry Andes, Kevin Johnson, Kristin Michal, Brandon Whitaker, Tom Thetford

Staff: Planning Manager Chris Holland, Senior Planner Angela Gemmer, Program Specialist Janis Lamoureux

**1. APPROVAL OF MINUTES**

June 9, 2020 Planning Commission Minutes

Chair Leifer asked staff for clarification about the verbiage in note number 7, in the zoning matrix in 22C.020.070 related to not allowing mobile homes made prior to October 16, 2006. Senior Planner Gemmer explained that this refers to the distinction between mobile homes and manufactured homes. This note is saying that you can only do mobile homes in mobile home parks established prior to that date. Per state law, local jurisdictions are allowed to prevent mobile homes which are no longer built from being placed in new mobile home parks. Chair Leifer asked for confirmation that a developer could do a new mobile home park with the purpose of installing tiny homes, RVs, or factory homes. Staff affirmed this.

**Motion** to approve the June 9, 2020 Planning Commission Minutes moved by Jerry Andes seconded by Kristin Michal.

**VOTE: Motion carried 5 - 0**

**AYES:** Chair Steve Leifer, Jerry Andes, Kristin Michal, Brandon Whitaker, Tom Thetford

ABSTAIN: Roger Hoen, Kevin Johnson

July 14, 2020 Planning Commission Minutes

Commissioner Whitaker noted that the spelling of his last name should be corrected in the last paragraph on page 3 and also on page 4.

**Motion** to approve the July 14, 2020 Planning Commission Minutes as corrected by Commissioner Whitaker moved by Jerry Andes seconded by Brandon Whitaker.

**VOTE: Motion carried 6 - 0**

**AYES:** Chair Steve Leifer, Roger Hoen, Jerry Andes, Kristin Michal, Brandon Whitaker, Tom Thetford

**ABSTAIN:** Kevin Johnson

**2. AUDIENCE PARTICIPATION (for topics not on the agenda)**

None

**3. PUBLIC HEARINGS**

**Item No. 1: Amendments to MMC Sections 22A.020.210 – “T” definitions, 22C.010.060 – Permitted uses, 22C.010.070 – Permitted uses – Development conditions, and 22C.180.030, Accessory dwelling unit standards to allow for tiny houses as accessory dwelling units.**

Senior Planner Gemmer reviewed the proposed amendments to allow for tiny houses as accessory dwelling units as contained in the Planning Commission packet.

Commissioner Andes asked if temporary housing communities for homeless is addressed somewhere. Planning Manager Holland explained that transitory accommodations is addressed in the Temporary Use Code. The State Legislature enacted new rules related to transitory accommodations, therefore, these provisions will be coming back to the Planning Commission towards the end of the year or beginning next year.

Commissioner Hoen referred to Nina Weinstein's question about property owners being able to build and rent out tiny houses on their property which was raised in her letter. Senior Planner Gemmer replied that it would currently not be allowed if the property owner did not live on site. The accessory dwelling unit provision has always required that one of the units needs to be owner-occupied in order to preserve property values and pride of ownership.

Commissioner Johnson asked for clarification if tiny houses would be allowed in places other than mobile home parks. Senior Planner Gemmer explained they would be allowed in mobile home parks, but also as an accessory dwelling unit in

single-family residential zones or any zone where accessory dwelling units are allowed as long as one of the units is owner-occupied.

Commissioner Johnson asked if there are any conflicts with the City's building code to allow for smaller room sizes. Senior Planner Gemmer noted that the state has put out some regulations pertaining to tiny houses. The City's building department follows state requirements.

Public Comments: Chair Leifer solicited public testimony. There was none.

**Motion** to forward the tiny house code provisions to City Council for approval moved by Roger Hoen seconded by Tom Thetford.

**AYES: ALL**

**Item No. 2: Amendments to MMC Sections 22C.020.030, Characteristics of commercial, industrial, recreation and public institutional zones, and 22C.020.060, Permitted uses, to prohibit multi-family residential, convalescent/nursing/retirement, and residential care facilities in the Community Business-Whiskey Ridge (CB-WR) zone**

Planning Manager Holland explained that this is a legislative fix of an error that has been occurring for some time in the code. Senior Planner Gemmer reviewed the proposed amendments pertaining to the Community Business-Whiskey Ridge (CB-WR) zone. This would correct an error and eliminate multi-family residential, convalescent/nursing /retirement, and residential care facilities in the CB-WR zone as residential uses were not assigned to the zone.

Commissioner Johnson asked why residential would not be allowed in this zone. Planning Manager Holland explained that more analysis needs to be done regarding utilities and road impacts. Commissioner Johnson asked why car and boat dealers would be allowed in that zone, but not motorcycles. Senior Planner Gemmer explained that streamlining and updating the permitted uses matrices would be a future topic of discussion. Commissioner Johnson recommended also looking at manufacturing allowances for artisan manufacturers in order to make this a more vibrant area.

Public Comments: Chair Leifer solicited public comments. There were none.

**Motion** to approve amendments and forward to the City Council with a recommendation for approval moved by Jerry Andes seconded by Kristin Michal.

**AYES: ALL**

#### **4. NEW BUSINESS**

##### Mixed Use (MU) Zone Discussion

Senior Planner Gemmer introduced this topic for Commission discussion. With the current flexibility on uses in the MU zone, multi-family and commercial development is occurring in isolation rather than in the integrated manner intended by code. Upon Council direction, staff has proposed three options to consider to remedy this matter:

- Option 1: Require vertical mixed use in the MU zone. Vertical mixed use would require a combination of multi-family and commercial in the same building.
- Option 2: Require a commercial component to projects which propose a single building. If a project proposes multiple buildings, the buildings along the street frontages would either need to be vertical mixed use or commercial. Multi-family residential would be allowed interior to the site (behind the commercial or mixed use buildings).
- Option 3: No change. The Mixed Use zone would continue to allow for: exclusive multi-family, exclusive commercial, or a combination of multi-family and commercial, whether vertical or horizontal.

Commissioner Whitaker asked about the development climate related to true mixed use/vertical mixed use. Planning Manager Holland explained that the development community's response has been that it is not economically feasible for them to do vertical mixed use.

Commissioner Andes asked about the ratio of commercial to residential required for mixed use developments. Senior Planner Gemmer explained this would require more discussion; right now they are looking for general parameters. For the horizontal development, they would like to see commercial uses along arterial roadways and have multifamily be located behind the commercial. Vertical mixed use parameters are strict with commercial and residential being required in the same building.

Commissioner Johnson spoke in support of requiring a commercial component in some way. He believes it is best for the community. If it's not required, people are going to go elsewhere for their commercial needs.

Commissioner Andes concurred. He spoke in support of options 2 or 3 or a combination.

Commissioner Michal asked if they could require vertical mixed use just in certain areas like downtown and have flexibility in other areas. Planning Manager Holland explained that they are exploring a form-based code for the downtown area. There will likely be some different zoning districts for downtown. Commissioner Michal concurred with other commissioners about the need for more commercial options in Marysville.

Chair Leifer referred to a vertical mixed use building in Arlington which he finds very inviting. He thinks this is what should be happening in the mixed use zones. He noted that if the requirements are too rigid development just will not occur. He suggested an incentive for developers to build commercial along with their apartments. He has concerns about the commercial aspect being dictated to developers. Planning Manager Holland discussed the need to balance requirements with incentives. Commissioner Johnson agreed, but stressed the need for some sort of minimal commercial requirements or lose out on that possibility altogether.

Commissioner Thetford suggested looking at what surrounding jurisdictions have done and how that has worked. Senior Planner Gemmer noted that the prevailing theme is horizontal mixed use with vertical mixed use in downtown areas, but there is a huge diversity in the approaches. Defining the street wall with commercial uses is another prevailing theme along with robust connections between different uses and buildings. Planning Manager Holland noted that another thing other jurisdictions have done is to define amenities which are required on different streets.

Chair Leifer suggested considering a binding site plan option on a horizontal mixed use development which would allow the construction of the residential portion in the back first but then give some time before the street front commercial has to be developed. This would reserve that property for commercial construction at a later date and give the developer more time.

Commissioner Whitaker noted that Marysville may have some unique hurdles that prohibit this kind of development. Incentives may help to develop momentum. Planning Manager Holland concurred.

Commissioner Hoen suggested that there needs to be more Marysville exit signs off of I-5 South.

Commissioner Johnson cautioned against writing the code in a way that is focusing on someone buying multiple properties and combining them. He thinks what is most likely to happen is developers buying one property and developing that. The focus should be on how a single property is going to be developed.

Commissioner Andes agreed that there should be some minimums, but also flexibility.

Planning Manager Holland noted that staff would bring back some general information on what other jurisdictions have done and have more discussion on this.

Commissioner Michal asked about the timeline for the Downtown Master Plan. Planning Manager Holland replied that they are still in the initial phases of it. Staff is doing the initial environmental review portion right now. The grant says it needs to be adopted by the end of March, so it will be a tight timeline. He noted that there is a new tool on the website to gather feedback from the community. He thinks there will be an opportunity to have even more engagement than usual on this project because of increased online activity.

Commissioner Hoen asked if there be sidewalks on both sides of the new bridge down by Fred Meyer. Planning Manager Holland thought there would be, but indicated he would confirm that.

**5. CITY COUNCIL AGENDA ITEMS and MINUTES**

**6. ADJOURNMENT**

The meeting was adjourned at 6:43 p.m.

**7. NEXT MEETING – Tuesday, September 22, 2020**



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Laurie Hugdahl, Recording Secretary

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING  
THE CITY'S DEVELOPMENT REGULATIONS AND AMENDING SECTIONS  
22A.010.160, 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, AND  
22C.020.090 OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

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

WHEREAS, on May 14, 2007, the Marysville City Council adopted Ordinance No. 2696 amending the City's Comprehensive Plan by adopting the initial subarea plan for the East Sunnyside/Whiskey Ridge Subarea (hereafter referred to as the "Whiskey Ridge Subarea"), and amending the City's development regulations; and

WHEREAS, on February 14, 2011, the Marysville City Council adopted Ordinance No. 2852 amending the City development regulations to create a Unified Development Code, Marysville Municipal Code ("MMC") Title 22; and

WHEREAS, the adoption of Ordinance No. 2852 (through MMC 22C.020) erroneously permitted certain residential land uses in the Whiskey Ridge Subarea by conflating the permitted uses in the Community Business zoning district within the Whiskey Ridge Subarea with the permitted uses in the Community Business zoning district throughout the rest of the city; and

WHEREAS, this erroneous permitting of certain residential land uses in the Community Business zoning district within the Whiskey Ridge Subarea went undetected until recent inquiries regarding the permitting of multiple-family dwelling units within this zoning district; and

WHEREAS, the City has determined that amendments MMC 22C.020 are necessary; and

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

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

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

WHEREAS, the City of Marysville submitted the proposed amendments to MMC Section 22C.130.030 to the Washington State Department of Commerce on August 20, 2020, as required by RCW 36.70A.106; and

WHEREAS, the proposed amendments to MMC Section 22C.130.030 are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

WHEREAS, after providing notice to the public as required by law, the Marysville Planning Commission held a Public Hearing on September 9, 2020 regarding the proposed amendments to MMC Sections 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, and 22C.020.090; and

WHEREAS, the Planning Commission made a Recommendation to the City Council on September 9, 2020, recommending the adoption of the proposed amendments to MMC Sections 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, and 22C.020.090; and

WHEREAS, at a public meeting on September 28, 2020 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and the proposed amendments to MMC Sections 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, and 22C.020.090; and

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to MMC Sections 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, and 22C.020.090 which comprise this ordinance:

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

Section 2. Section 22C.020.030, Characteristics of commercial, industrial, recreation and public institutional zones, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

**22C.020.030 Characteristics of commercial, industrial, recreation and public institutional zones**

(1) Neighborhood Business Zone.

(a) The purpose of the neighborhood business zone (NB) is to provide convenient daily retail and personal services for a limited service area and to minimize impacts of commercial activities on nearby properties. These purposes are accomplished by:

- (i) Limiting nonresidential uses to those retail or personal services which can serve the everyday needs of a surrounding residential area;
- (ii) Allowing for a mix of housing and retail/service uses; and
- (iii) Excluding industrial and community/regional business-scaled uses.

(b) Use of this zone is appropriate in neighborhood centers designated by the comprehensive plan which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(2) Community Business and Community Business – Whiskey Ridge Zones.

(a) The purpose of the community business (CB) and community business – Whiskey Ridge (CB-WR) zones ~~(CB)~~ is to provide convenience and comparison retail and personal services for local service areas which exceed the daily convenience needs of adjacent neighborhoods but which cannot be served conveniently by larger activity centers, and to provide retail and personal services in locations within activity centers that are not appropriate for extensive outdoor storage or auto-related and industrial uses. These purposes are accomplished by:

- (i) Providing for limited small-scale offices as well as a wider range of the retail, professional, governmental and personal services than are found in neighborhood business areas;
- (ii) Allowing for a mix of housing and retail/service uses; provided that, housing is not allowed in the community business – Whiskey Ridge zone; and
- (iii) Excluding commercial uses with extensive outdoor storage or fabrication and industrial uses.



(b) Use of this zone is appropriate in community business commercial areas that are designated by the comprehensive plan and are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(3) General Commercial Zone.

(a) The purpose of the general commercial zone (GC) is to provide for the broadest mix of commercial, wholesale, service and recreation/cultural uses with compatible storage and fabrication uses, serving regional market areas and offering significant employment. These purposes are accomplished by:

- (i) Encouraging compact development that is supportive of transit and pedestrian travel, through higher nonresidential building heights and floor area ratios than those found in CB zoned areas;
- (ii) Allowing for outdoor sales and storage, regional shopping areas and limited fabrication uses; and
- (iii) Concentrating large-scale commercial and office uses to facilitate the efficient provision of public facilities and services.

(b) Use of this zone is appropriate in general commercial areas that are designated by the comprehensive plan that are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(4) Downtown Commercial Zone.

(a) The purpose of the downtown commercial zone (DC) is to provide for the broadest mix of comparison retail, service and recreation/cultural uses with higher density residential uses, serving regional market areas and offering significant employment. These purposes are accomplished by:

- (i) Encouraging compact development that is supportive of transit and pedestrian travel, through higher nonresidential building heights and floor area ratios than those found in GC zoned areas;
- (ii) Allowing for regional shopping areas, and limited fabrication uses; and
- (iii) Concentrating large-scale commercial and office uses to facilitate the efficient provision of public facilities and services.

(b) Use of this zone is appropriate in downtown commercial areas that are designated by the comprehensive plan that are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(5) Mixed Use Zone.

(a) The purpose of the mixed use zone (MU) is to provide for pedestrian- and transit-oriented high-density employment uses together with limited complementary retail and higher density residential development in locations within activity centers where the full range of commercial activities is not desirable. These purposes are accomplished by:

- (i) Allowing for uses that will take advantage of pedestrian-oriented site and street improvement standards;
- (ii) Providing for higher building heights and floor area ratios than those found in the CB zone;
- (iii) Reducing the ratio of required parking to building floor area;
- (iv) Allowing for on-site convenient daily retail and personal services for employees and residents; and
- (v) Minimizing auto-oriented, outdoor or other retail sales and services which do not provide for the daily convenience needs of on-site and nearby employees or residents.

(b) Use of this zone is appropriate in areas designated by the comprehensive plan for mixed use, or mixed use overlay, which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(6) Light Industrial Zone.

(a) The purpose of the light industrial zone (LI) is to provide for the location and grouping of non-nuisance-generating industrial enterprises and activities involving manufacturing, assembly, fabrication, processing, bulk handling and storage, research facilities, warehousing and limited retail uses. It is also a purpose of this zone to protect the industrial land base for industrial economic development and employment opportunities. These purposes are accomplished by:

- (i) Allowing for a wide range of industrial and manufacturing uses;
- (ii) Establishing appropriate development standards and public review procedures for industrial activities with the greatest potential for adverse impacts; and

- (iii) Limiting residential, institutional, service, office and other nonindustrial uses to those necessary to directly support industrial activities.
  - (b) Use of this zone is appropriate in light industrial areas designated by the comprehensive plan which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.
- (7) General Industrial Zone.
  - (a) The purpose of the general industrial zone (GI) is to provide for the location and grouping of industrial enterprises and activities involving manufacturing, assembly, fabrication, processing, bulk handling and storage, research facilities, warehousing and heavy trucking and equipment but also for commercial uses having special impacts and regulated by other chapters of this title. It is also a purpose of this zone to protect the industrial land base for industrial economic development and employment opportunities. These purposes are accomplished by:
    - (i) Allowing for a wide range of industrial and manufacturing uses;
    - (ii) Establishing appropriate development standards and public review procedures for industrial activities with the greatest potential for adverse impacts; and
    - (iii) Limiting residential, institutional, service, office and other nonindustrial uses to those necessary to directly support industrial activities.
  - (b) Use of this zone is appropriate in general industrial areas designated by the comprehensive plan which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.
- (8) Business Park Zone.
  - (a) The purpose of the business park zone (BP) is to provide for those business/industrial uses of a professional office, wholesale, and manufacturing nature which are capable of being constructed, maintained and operated in a manner uniquely designed to be compatible with adjoining residential, retail commercial or other less intensive land uses, existing or planned. Strict zoning controls must be applied in conjunction with private covenants and unified control of land; many business/industrial uses otherwise provided for in the development code will not be suited to the BP zone due to an inability to comply with its provisions and achieve compatibility with surrounding uses.
  - (b) Use of this zone is appropriate in business park areas designated by the comprehensive plan which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.
- (9) Recreation Zone.
  - (a) The purpose of the recreation zone (REC) is to establish areas appropriate for public and private recreational uses. Recreation would permit passive as well as active recreational uses such as sports fields, ball courts, golf courses, and waterfront recreation, but not hunting. This zone would also permit some resource land uses related to agriculture and fish and wildlife management.
  - (b) This recreation zone is applied to all land designated as "recreation" on the comprehensive plan map.
- (10) Public/Institutional Zone.
  - (a) The purpose of the public/institutional (P/I) land use zone is to establish a zone for governmental buildings, churches and public facilities.
  - (b) This public/institutional zone is applied to all land designated as "public/institutional" on the comprehensive plan map.
- (11) Small Farms Overlay Zone.
  - (a) The purpose of the small farms overlay zone (-SF suffix to zone's map symbol) is to provide a process for registering small farms, thereby applying the small farms overlay zone and recording official recognition of the existence of the small farm, and to provide encouragement for the preservation of such farms, as well as encouraging good neighbor relations between single-family and adjacent development.
  - (b) Use of this zone is appropriate for existing and newly designated small farms.

Section 3. Section 22C.020.060, Permitted Uses, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

**22C.020.060 Permitted uses.**

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
<b>Residential Land Uses</b>										
<b>Dwelling Units, Types:</b>										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Mobile home	P7	P7	<u>P7</u>	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	<u>P</u>	P	P	P	P	P	P	P
<b>Group Residences:</b>										
Adult family home (70)	P	P	<u>P</u>	P	P	P				P
Convalescent, nursing, retirement	C	P			P	P				P
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
<b>Accessory Uses:</b>										
Home occupation (2)	P8	P8, P9	<u>P8, P9</u>	P8, P9	P8, P9	P8, P9	P9	P9		
<b>Temporary Lodging:</b>										
Hotel/motel	P	P	<u>P</u>	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	<u>P</u>	P						
<b>Recreation/Cultural Land Uses</b>										
<b>Park/Recreation:</b>										
Park	P11	P	<u>P</u>	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Recreational vehicle park				C12			C12		C	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P
Community center	P	P	<u>P</u>	P	P	P	P	P	P	P
<b>Amusement/Entertainment:</b>										
Theater		P	<u>P</u>	P	P	P				
Theater, drive-in				C						
Amusement and recreation services		P18	<u>P18</u>	P18	P18	P19	P	C		
Sports club	P	P	<u>P</u>	P	P	P	P	P		

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Golf facility (13)		P	<u>P</u>	P			P	P	C	
Shooting range (14)				P15			P15			
Outdoor performance center				C			C		C	C
Riding academy							P		C	
<b>Cultural:</b>										
Library, museum and art gallery	P	P	<u>P</u>	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	<u>P</u>	P	P	P	P	P		P
Dancing, music and art center		P	<u>P</u>	P	P	P			C	P
<b>General Services Land Uses</b>										
<b>Personal Services:</b>										
General personal service	P	P	<u>P</u>	P	P	P	P	P		
Dry cleaning plant		P	<u>P</u>				P	P		
Dry cleaning pick-up station and retail service	P	P	<u>P</u>	P	P	P25	P76	P		
Funeral home/crematory		P	<u>P</u>	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	<u>P24</u>	P24 , C20			P	P		
Day care I	P70	P70	<u>P70</u>	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	<u>P</u>	P	P	P	P21			
Veterinary clinic	P	P	<u>P</u>	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	<u>C, P28</u>	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	<u>P</u>	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	<u>P</u>	P	P67	P67	P	P		
EV battery exchange station				P			P	P		
Miscellaneous repair		P	<u>P</u>	P			P	P		
Social services		P	<u>P</u>	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	<u>P</u>	P			P	P		
Pet daycare (71), (72)		P	<u>P</u>	P	P	P	P76	P		
Civic, social and fraternal association		P	<u>P</u>	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
<b>Health Services:</b>										
Medical/dental clinic	P	P	<u>P</u>	P	P	P				P
Hospital		P	<u>P</u>	P	P	C				C
Miscellaneous health	P68	P68	<u>P68</u>	P68	P68	P68				P68
Supervised drug consumption facility										

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
<b>Education Services:</b>										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	<u>C</u>	C	C	C	P	C		C
Commercial school	P	P	<u>P</u>		P	P27				C
School district support facility	C	P	<u>P</u>	P	P	P	P	P		P
Vocational school		P	<u>P</u>	P	P	P27				P
<b>Government/Business Service Land Uses</b>										
<b>Government Services:</b>										
Public agency office	P	P	<u>P</u>	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	<u>P</u>	P	P	P	P			P
Utility facility	P	P	<u>P</u>	P		C	P	P		P
Private storm water management facility	P	P	<u>P</u>	P	P	P	P	P		P
Public storm water management facility	P	P	<u>P</u>	P	P	P	P	P		P
<b>Business Services:</b>										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	<u>P23</u>	P23			P			P
Taxi stands		P	<u>P</u>	P			P	P		
Trucking and courier service		P31	<u>P31</u>	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)							P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	<u>P</u>	P	P	P30	P	P		
Commercial vehicle storage							P	P		
Professional office	P	P	<u>P</u>	P	P	P	P			
Miscellaneous equipment rental		P30, 37	<u>P30, 37</u>	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		
Automotive parking	P	P	<u>P</u>	P	P	P	P	P		
Research, development and testing				P			P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	<u>P39</u>	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	<u>P</u>	P	P		P	P		

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Wireless communication facility (32)	P, C	P, C	<u>P, C</u>	P, C	P, C	P, C	P, C	P, C		P, C
<b>State-Licensed Marijuana Facilities:</b>										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
<b>Retail/Wholesale Land Uses</b>										
Building, hardware and garden materials	P47	P	<u>P</u>	P	P	P47	P76	P		
Forest products sales		P	<u>P</u>	P			P			
Department and variety stores	P	P	<u>P</u>	P	P	P	P76			
Food stores	P	P	<u>P</u>	P	P	P45	P76			
Agricultural crop sales		P	<u>P</u>	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	<u>P</u>	P			P	P		
Motorcycle dealers		C	<u>C</u>	P	P49		P	P		
Gasoline service stations	P	P	<u>P</u>	P	P		P76	P		
Eating and drinking places	P41	P	<u>P</u>	P	P	P46	P46	P		
Drug stores	P	P	<u>P</u>	P	P	P	P76	P		
Liquor stores		P	<u>P</u>	P						
Used goods: antiques/secondhand shops		P	<u>P</u>	P	P	P				
Sporting goods and related stores		P	<u>P</u>	P	P	P				
Book, stationery, video and art supply stores	P	P	<u>P</u>	P	P	P				
Jewelry stores		P	<u>P</u>	P	P	P				
Hobby, toy, game shops	P	P	<u>P</u>	P	P	P				
Photographic and electronic shops	P	P	<u>P</u>	P	P	P				
Fabric and craft shops	P	P	<u>P</u>	P	P	P				
Fuel dealers				P43			P43	P43		
Florist shops	P	P	<u>P</u>	P	P	P				
Pet shops	P	P	<u>P</u>	P	P	P				
Tire stores		P	<u>P</u>	P	P		P76	P		
Bulk retail		P	<u>P</u>	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Retail stores similar to those otherwise named on this list	P	P	<u>P</u>	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
<b>Manufacturing Land Uses</b>										
Food and kindred products		P50, 52	<u>P50</u> <u>, 52</u>	P50			P50	P		
Winery/brewery		P53	<u>P53</u>	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	<u>P51</u>	P		P51	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54 , 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution				P			P			
<b>Resource Land Uses</b>										
<b>Agriculture:</b>										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
<b>Forestry:</b>										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
<b>Fish and Wildlife Management:</b>										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	<u>C</u>						P	
<b>Mineral:</b>										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
<b>Regional Land Uses</b>										
Jail		C	<u>C</u>	C			C			
Regional storm water management facility		C	<u>C</u>	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	<u>C56</u>	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	<u>C</u>	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	<u>P</u>	P	P	P	P	P		P
Transit park and ride lot	P	P	<u>P</u>	P	P	P	P	P		C
School bus base	C	C	<u>C</u>	C			P			C58
Racetrack	C59	C59	<u>C59</u>	C			P			
Fairground							P	P		C
Zoo/wildlife exhibit		C	<u>C</u>	C						C
Stadium/arena				C			C	P		C
College/university	C	P	<u>P</u>	P	P	P	P	P		C
Secure community transition facility								C6 0		
Opiate substitution treatment program facilities		P61, 62	<u>P61 , 62</u>	P61 , 62	P61, 62		P62	P62		



Section 4. Section 22C.020.070, Permitted uses – Development conditions, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

**22C.020.070 Permitted uses – Development conditions.** 

- (1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter 22C.210 MMC, Bed and Breakfasts.
- (2) Home occupations are subject to the requirements and standards contained in Chapter 22C.190 MMC, Home Occupations.
- (3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter 22C.110 MMC, entitled "Temporary Uses."
- (4) All units must be located above a street-level commercial use.
- (5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.
- (6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (7) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.
- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter 22C.220 MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
  - (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
  - (b) Lighting for structures and fields shall be directed away from residential areas; and
  - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter 22C.240 MMC.
- (13) Golf Facility.
  - (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
  - (b) Restaurants are permitted as an accessory use to a golf course.
- (14) Shooting Range.
  - (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
  - (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and
  - (c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.
- (15) Only in an enclosed building.
- (16) Dock and Boathouse, Private, Noncommercial.
  - (a) The height of any covered over-water structure shall not exceed 20 feet as measured from the line of ordinary high water;
  - (b) The total roof area of covered, over-water structures shall not exceed 1,000 square feet;
  - (c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;
  - (d) No over-water structure shall extend beyond the average length of all pre-existing over-water structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such pre-existing structures exist within 300 feet, the pier length shall not exceed 50 feet;
  - (e) Structures permitted hereunder shall not be used as a dwelling; and

- (f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.
- (17) Boat Launch, Noncommercial or Private.
- (a) The city may regulate, among other factors, required launching depth, and length of docks and piers;
  - (b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and
  - (c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which it is located.
- (18) Excluding racetrack operation.
- (19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.
- (20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- (21) Permitted as an accessory use; see MMC 22A.020.020, the definition of "Accessory use, commercial/industrial."
- (22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC 22C.020.060.
- (23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.
- (24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
- (26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (27) All instruction must be within an enclosed structure.
- (28) Car washes shall be permitted as an accessory use to a gasoline service station.
- (29) Public Safety Facilities, Including Police and Fire.
- (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
  - (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.
- (31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
- (32) All WCFs and modifications to WCFs are subject to Chapter 22C.250 MMC including but not limited to the siting hierarchy, MMC 22C.250.060. WCFs may be a permitted use or a CUP may be required subject to MMC 22C.250.040.
- (33) Subject to the conditions and requirements listed in Chapter 22C.030 MMC.
- (34) Reserved.
- (35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:
- (a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and
  - (b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.
- (36) Mini-storage facilities are subject to the development standards outlined in Chapter 22C.170 MMC.

- (37) Except heavy equipment.
- (38) With outdoor storage and heavy equipment.
- (39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.
- (40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.
- (41) Excluding drinking places such as taverns and bars and adult entertainment facilities.
- (42) Excluding vehicle and livestock auctions.
- (43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.
- (44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.
- (45) Limited to 5,000 square feet or less.
- (46) Eating and Drinking Places.
- (a) Limited to 4,000 square feet or less.
- (b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
- (c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.
- (47) Limited to hardware and garden supply stores.
- (48) Limited to convenience retail, such as video, and personal and household items.
- (49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (50) Except slaughterhouses.
- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.
- (61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter 22G.070 MMC, Siting Process for Essential Public Facilities.
- (62) Opiate substitution treatment program facilities, as defined in MMC 22A.020.160, are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.
- (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
- (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term "rapid" is used interchangeably with Level 3 and fast charging.
- (66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC 22C.020.265.
- (67) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (68) Excepting "marijuana (cannabis) dispensaries," "marijuana (cannabis) collective gardens," and "marijuana cooperatives" as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.
- (69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial,

industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW 69.51A.210 and 69.51A.260 are not a violation of the Marysville Municipal Code.

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

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

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

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

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

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

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

Section 5. Section 22C.020.080, Densities and dimensions, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

**22C.020.080 Densities and dimensions.** 

(1) Interpretation of Tables.

(a) Subsection (2) of this section contains general density and dimension standards for the various zones and limitations specific to a particular zone(s). Additional rules and exceptions, and methodology, are set forth in MMC 22C.020.090.

(b) The density and dimension table is arranged in a matrix format and is delineated into the commercial, industrial, recreation and public institutional use categories.

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements applicable either to a specific use or zone. ~~A blank box indicates that there are no specific requirements.~~ If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote set forth in MMC 22C.020.090.

(2) General Densities and Dimension Standards.

Standards	NB	CB	GC	DC	MU (12)	LI	GI	BP	REC	P/I	WR- MU (15)	WR- CB (15)
Base density: Dwelling unit/acre	<u>None</u> (18)	12	12	12	28 (1)	- <u>0</u>	- <u>0</u>	- <u>0</u>	- <u>0</u>	- <u>0</u>	12	- <u>0</u>
Maximum density: Dwelling unit/acre	- <u>None</u> (18)	None (13)	None (13)	None	34 (2)	- <u>0</u>	- <u>0</u>	- <u>0</u>	- <u>0</u>	- <u>0</u>	18 (13)	- <u>0</u>
Minimum street setback (3)	20 feet	None (7)	None (7)	None (7)	None (7, 8)	None (7)	None (7)	None (7)	20 feet	None (7, 8)	None (7, 8, 14)	None (7, 14)
Minimum interior setback	10 feet (side)	None (4)	None (4)	None (4)	<u>None</u> <del>5-feet</del> (9)	None (4)	None (4)	- <u>None</u> (4)	None (4)	None (4)	5 feet (9, 16, 17)	None (4)

Standards	NB	CB	GC	DC	MU (12)	LI	GI	BP	REC	P/I	WR- MU (15)	WR- CB (15)
	20 feet (rear)					50 feet (5)	50 feet (5)					
Base height (6)	25 feet	55 feet	35 feet, 85 feet (19)	85 feet	45 feet, 65 feet (10)	65 feet	65 feet	45 feet	35 feet	45 feet	45 feet	55 feet
Maximum impervious surface: Percentage	75%	85%	85%	85%	85%, 75% (11)	85%	85%	75%	35%	75%	85%, 75% (11)	85%

Section 6. Section 22C.020.090, Densities and dimensions – Development conditions, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

**22C.020.090 Densities and dimensions – Development conditions.** 

- (1) These densities are allowed only through the application of mixed use development standards.
- (2) These densities may only be achieved in the downtown portion of Planning Area 1 through the application of residential density incentives. See Chapter 22C.090 MMC.
- (3) Gas station pump islands shall be placed no closer than 25 feet to street front lines. Pump island canopies shall be placed no closer than 15 feet to street front lines.
- (4) A 25-foot setback is required on property lines adjoining residentially designated property.
- (5) A 50-foot setback only required on property lines adjoining residentially designated property for industrial uses established by conditional use permits, otherwise no specific interior setback requirement.
- (6) Height limits may be increased when portions of the structure or building which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit.
- (7) Subject to sight distance review at driveways and street intersections.
- (8) A 20-foot setback is required for multiple-family structures outside of the downtown portion of Planning Area 1.
- (9) A 15-foot setback is required for (a) commercial or multiple-family structures on property lines adjoining single-family residentially designated property, and (b) a rear yard of a multi-story residential structure, otherwise no specific interior setback requirement. Interior setbacks may be reduced where features such as critical area(s) and buffer(s), public/private right-of-way or access easements, or other conditions provide a comparable setback or separation from adjoining uses.
- (10) The 65-foot base height applies only to the downtown portion of Planning Area 1. The 45-foot base height applies to the southeast sector of the downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (11) The 85 percent impervious surface percentage applies to commercial developments, and the 75 percent rate applies to multiple-family developments.
- (12) Reduced building setbacks and height requirements may be approved on a case-by-case basis to provide flexibility for innovative development plans; provided, that variance requests which are greater than 10 percent of the required setback shall be considered by the hearing examiner.
- (13) Subject to the application of the residential density incentive requirements of Chapter 22C.090 MMC.
- (14) Required landscaping setbacks for developments on the north side of Soper Hill Road are 25 feet from the edge of sidewalk.
- (15) Projects with split zoning (two or more distinct land use zones) may propose a site plan to density average or adjust the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition.

- (16) Townhome setbacks are reduced to zero on an interior side yard setback where the units have a common wall for zero lot line developments.
- (17) Townhome setbacks are reduced to five feet on side yard setbacks, provided the buildings meet a 10-foot separation between structures.
- (18) There is no minimum or maximum density for this zone. Residential units are permitted if located above a ground-level commercial use.
- (19) The 85-foot base height applies only within the boundaries of the Downtown Master Plan area, bounded by 8th Street to the north, Ebey Slough to the south, Alder Avenue to the east, and Interstate 5 to the west.

Section 7. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

**“22A.010.160 Amendments.**

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Commercial Permitted Uses & Dimensional Amendments	_____, 2020”

Section 8. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 9. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 10. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

*Update*  
*Index #10*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** October 12, 2020

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between the Washington Traffic Safety Commission and the Marysville Police Department	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
J. Goldman, Assistant Chief	
<b>DEPARTMENT:</b>	
Marysville Police Department	
<b>ATTACHMENTS:</b>	
Interagency Agreement Between the Washington Traffic Safety Commission and the Marysville Police Department	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	
<b>SUMMARY:</b>	

The purpose of this Interagency Agreement is to provide access to regional funding, managed by the Target Zero Manager Stacey McShane as authorized by the US Department of Transportation and the National Highway Traffic Safety Administration.

This Interagency Agreement affords an opportunity for the Marysville Police Department to participate in regionally targeted “High Visibility Enforcement” efforts of those events to include: 1) Impaired Driving, 2) Distracted Driving, and 3) Motorcycle Safety through the FFY 2021 Project. All reimbursements will consist of police officers overtime costs while assigned to the identified “High Visibility Enforcement” assignments.

The enforcement and reimbursements per the Interagency Agreement will not commence until the date of execution by both parties and no sooner than October 1, 2020 and will remain in effect until September 30, 2021.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor or sign and execute the Interagency Agreement between the Washington Traffic Safety Commission and the Marysville Police Department.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute _____.</p>
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## INTERAGENCY AGREEMENT

BETWEEN THE

**Washington Traffic Safety Commission**

AND

**Marysville Police Department**

**THIS AGREEMENT** is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and **Marysville Police Department**, hereinafter referred to as “SUB-RECIPIENT.”

**NOW THEREFORE, in consideration of the 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) numbers 20.600 and 20.616, for traffic safety grant project **2021-HVE-4044-Region 10 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct overtime high-visibility enforcement (HVE) 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 **2021-HVE-4044-Region 10 Target Zero Task Force** was awarded to the **Region 10** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime 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, 2020, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

### **3. STATEMENT OF WORK**

SCOPE OF WORK:

Note: This statement of work applies only to High Visibility Emphasis patrols (HVE) for traffic safety areas which your region has received HVE funding.

**GOAL:** To prevent traffic crashes to reduce traffic related deaths and serious injuries through increased enforcement.

**STRATEGY:** Prevent drivers from engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

**OBJECTIVES:** Research and experience has shown that the strategy is only effective if all partners that engage in HVE adhere to these requirements. The SUB-RECIPIENT agrees to follow all seven of these requirements.

1. Implement the mobilization plan developed by the local traffic safety task force for each HVE event that includes:
  - a. Problem Statement
  - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations so that the HVE has the greatest chance of preventing traffic crashes.
  - c. Public outreach strategy that targets the drivers most likely to contribute to traffic crashes.
  - d. Evaluation plan
2. The event is data driven. This means data (such as traffic crash data) is used to identify the locations where the HVE should occur and drivers with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating its efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day. WTSC proposes that no less than three officers work an HVE.
4. Each participating officer will make at least 3 contacts per hour.
5. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. The WTSC will conduct statewide public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.
6. Local media are highly involved in the effort to reach communities in which HVE will occur.

7. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when HVE is not being implemented.

#### **ADDITIONAL REQUIREMENTS FOR ALL HVE EVENTS:**

In addition to the seven critical elements, SUB-RECIPIENT agrees to all of the following requirements for all HVE events.

1. To use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers pursuant to the HVE events. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
  - Purpose, goals, strategy, and objectives of the specific HVE event with a focus on the targeted locations and driving behaviors
  - List of on-call DREs and request procedures
  - How to fill out their digital activity log in WEMS
  - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
  - Dispatch information
  - All Participating officers
  - Spotter processes (if applicable)
  - Available Draeger machines and locations
3. All officers participating in these patrols are BAC certified and passed the SFST refresher training within the prior three years (this is regardless of ARIDE or DRE Training mentioned below).
4. To utilize all available media platforms it has available (website, email newsletters, social media etc...) to the fullest extent to publicize the HVE events.
5. Make at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

#### **ADDITIONAL REQUIREMENTS FOR SPECIFIC HVE EVENTS**

In addition to the seven critical elements, and the additional requirements of all HVE events, the SUB-RECIPIENT agrees to all of the following requirements for each type of specific HVE in which they will participate.

1. IMPAIRED DRIVING:
  - a. Impaired driving HVE events must begin after 8:00 p.m. and occur between Thursday-Sunday.
  - b. SUB-RECIPIENT will ensure participating officers have made a DUI/DWI arrest within the past twelve months.

- c. SUB-RECIPIENT will participate in national impaired driving HVE events including:
  - i. Holiday DUI Patrols (December 11 – January 2)
  - ii. Drive Sober or Get Pulled Over (August 20 – September 6)

## 2. DISTRACTED DRIVING

- a. Distracted driving HVE events will be conducted using a team approach with designated spotters.
- b. SUB-RECIPIENT will participate in national impaired driving HVE events including:
  - i. U Drive. U Text. U Pay. (October 5 – 12)
  - ii. On the Road, Off the Phone (April 1 – 19)

## 3. MOTORCYCLE SAFETY PATROLS

- a. Patrols 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.
- b. Patrols will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
- c. SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
- d. The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of a regional or national effort, for all or part of the following campaigns:
  - i. It's a Fine Line – July 11 – 27, 2021. Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.
  - ii. Oyster Run Event – Summer 2021 (Region 11 only)
  - iii. ABATE Spring Opener – Summer 2021 (Region 12 only)
  - iv. Ocean Shores Motorcycle Event (formerly Bikers at the Beach) – Summer 2021 (Region 2 only)

## **OTHER CONSIDERATIONS, EXCEPTIONS, AND NOTES REGARDING HVE EVENTS**

### At least three contacts per hour requirement explained:

- Participating law enforcement officers should make as many contacts as they can during their OT patrol in the spirit of changing driving behavior.
- They must make a minimum of three self-initiated contacts per hour of enforcement unless they engage in a related enforcement activity that prevents them from doing so – in which case, the contact requirement is waived while the officer is addressing that activity. For example, if an officer stops a vehicle and arrests the driver for DUI, he/she is not required to make three contacts per hour for the time spent processing the DUI.
- Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

### Impaired Driving HVE events:

- The WTSC encourages participation from officers who have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE) or are a certified Drug Recognition Expert.

- Exceptions to any impaired driving HVE requirements must be submitted to the WTSC HVE Program Manager for approval.
- Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event/mobilization. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.
- The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:
  - WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
  - The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
  - There must be a review of the SFST procedure prior to the enforcement activity.
  - There is a limit of two times per year that an officer can be a mentee.
  - Funds permitting, it is expected that mentees will participate in at least one impaired driving mobilization after completing mentoring.
  - Each region or county-level task force can set additional requirements for participation in this use of funding.
  - To be eligible for this activity, the task force must have a policy for DUI Mentoring. WTSC will provide a model DUI Mentoring policy if requested.
  - Funding will pay for overtime for the mentor officer and the mentee officer.
- This funding can be used to conduct premises checks (such as the Home Safe Bar Program) in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:
  - Approval for this activity must be done through the HVE Mobilization Plan. This plan must be received by WTSC at least 2 weeks prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the establishment (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
  - Each establishment is counted as one contact on the Officer Activity Log.
  - The WA Liquor and Cannabis Board should be notified in advance of this activity to encourage collaboration and support.
- These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning to include a threat matrix on warrant suspects, most current address information obtained through the court or local record management system and current Department of Licensing or booking photos on warrant suspects available.

#### Distracted Driving HVE Events:

- With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law ([RCW 46.61.672](#)).

- These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. This approach has shown to best identify distracted driving violations.
- Spotter Requirement Explained: A distracted driving HVE patrol must consist of at least three officers – one spotter and at least two officers responding to violations.
- This funding can be expended outside of the national campaigns, but the funds must only be used for distracted driving HVE enforcement.

Motorcycle Safety HVE Events:

- Patrols must take place Friday, Saturday, or Sunday during the It’s a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this. These requests must be sent to the WTSC Program Manager managing the Motorcycle Safety program prior to the enforcement dates.
- During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

**3.1. MILESTONES AND DELIVERABLES**

**Mobilization**

U Drive. U Text. U Pay.  
 DUI Holiday Patrols  
 On the Road, Off the Phone  
 It’s a Fine Line  
 DUI Drive Sober or Get Pulled Over

**Dates**

October 5 – 12  
 December 11 - January 2  
 April 1 - 19  
 July 11 - 27  
 August 20 - September 6

**3.2. COMPENSATION**

**3.2.1.** Compensation for the 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 of the overtime work 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 10 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

**3.2.2.** WTSC will reimburse for personnel 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.

**3.2.3.** Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

**3.2.4.** These funds, designated for salaries and benefits, are intended to pay for the hourly 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.

**3.2.5.** 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.

**3.2.6.** 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.

**3.2.7.** 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.

**3.2.8.** 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.

### **3.3. SUMMARY OF PROJECT COSTS**



The WTSC has awarded **\$102,000.00** to the **Region 10 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 10** is as follows:

**EMPHASIS PATROL**

<b>Impaired Driving Patrols</b> (Section 402, CFDA 20.600)	\$60,000.00
<b>Distracted Driving Patrols</b> (Section 402, CFDA 20.600)	\$27,000.00
<b>Motorcycle Safety</b> (164 Funds, CFDA 20.608)	\$15,000.00

**3.3.1.** The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

**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 34 through 42.

### **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, 2021, **must be received by WTSC no later than August 10, 2021**. All invoices for goods received or services performed between July 1, 2021 and September 30, 2021, **must be received by WTSC no later than November 15, 2021**.

### **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.

#### **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, 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 waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

**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 1300.

**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, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

**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 NHTSA.

**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 1300.

**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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

**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 35.5. 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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### 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 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 36.1.1. of this section.

**34.1.4.** Notify the employee in the statement required by paragraph 36.1.1. 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 36.1.3. 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 nondiscrimination laws and regulations, as may be amended from time to time.

**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 permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

**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.** 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. DESIGNATED CONTACTS**

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

<b>The Contact for the SUB-RECIPIENT is:</b>	<b>The Target Zero Manager for Region 10 is:</b>	<b>The Contact for WTSC is:</b>
Sergeant Jeff Franzen jfranzen@marysvillewa.gov 360-363-8300	Stacey McShane Region 10 Target Zero Manager target.zero@snoco.org 425-388-3817	Manny Gonzalez WTSC Program Manager mgonzalez@wtsc.wa.gov 360-725-9888

**42. AUTHORITY TO SIGN**

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

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

<p>Signature</p> <p><b>Jon Nehring</b></p> <p>Printed Name</p> <p><b>Mayor</b></p> <p>Title</p> <p>Date</p>	<p><b>WASHINGTON TRAFFIC SAFETY COMMISSION</b></p> <p>Signature</p> <p>Printed Name</p> <p>Title</p> <p>Date</p>
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*Update*  
*Index #11*

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

**CITY COUNCIL MEETING DATE:** October 12, 2020

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between the Washington Traffic Safety Commission and Marysville Police Department	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
J. Goldman, Assistant Chief	
<b>DEPARTMENT:</b>	
Marysville Police Department	
<b>ATTACHMENTS:</b>	
Interagency Agreement Between the Washington Traffic Safety Commission and the Marysville Police Department	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	
<b>SUMMARY:</b>	

The purpose of this Interagency Agreement is to provide access to regional funding, managed by the Target Zero Manager Stacey McShane as authorized by the US Department of Transportation and the National Highway Traffic Safety Administration.

This Interagency Agreement affords an opportunity for the Marysville Police Department to participate in regionally targeted safety educational campaign and enforcement opportunities of those intersections and areas identified for Pedestrian Safety through the FFY 2021 Project. All reimbursements will consist of police officers overtime costs while assigned to the identified Pedestrian Safety assignments.

The enforcement and reimbursements per the Interagency Agreement will not commence until the date of execution by both parties and no sooner than October 1, 2020 and will remain in effect until September 30, 2021.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor or sign and execute the Interagency Agreement between the Washington Traffic Safety Commission and the Marysville Police Department.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute _____.</p>
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**INTERAGENCY AGREEMENT**

**BETWEEN THE**

**Washington Traffic Safety Commission**

**AND**

**Marysville Police Department**

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

NOW THEREFORE, in consideration of the 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 access to regional funding, managed by the Target Zero Manager, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.616, for traffic safety grant project 2021-AG-4086-Snohomish Co Ped Safety Zone.

**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, 2020, and remain in effect until September 30, 2021 unless terminated sooner, as provided herein.

**3. STATEMENT OF WORK**

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

**3.1 PROBLEM STATEMENT**

There were 13 walkers (pedestrians) killed on Snohomish County roadways in 2019, an increase over the five-year average of 11 walkers(pedestrian) fatalities per year. Additionally, there were 25 walkers seriously injured due to collisions with vehicles in

2019. That is actually significantly fewer than the five-year average of 38 serious injuries per year. But it is still too high. Due to COVID-19

It is likely that the involvement of law enforcement in this year's project will largely be educational and that they will likely not be making many traffic stops associated with this project. The Snohomish County DUI & Target Zero Task Force will provide public education and outreach to road users and the general public by continuing a safety campaign utilizing education and enforcement. As it becomes clearer how law enforcement will be allowed to interact with this project, the task force will develop implementation plans based on available data. The task force will evaluate whether the pedestrian safety events have the effect they are seeking and will make adjustments in the implementation of subsequent pedestrian safety events based on what happens.

### 3.2 STRATEGIES

The Task Force will use DOT crash data to determine education and enforcement needs in high concentration areas. Additional data may be gleaned from dispatch records along with anecdotal information from local departments of known problem areas.

**Education:** The education component in most projects will be 2 pronged, depending on project locations and demographics. In the first prong, officers or deputies will work overtime in the project area contacting pedestrians, handing out fliers, speaking directly with folks. This can include bus stops, apartment complexes, schools etc. Other partners such as police volunteers, the Target Zero Manager, fire department volunteers may also be utilized for this component to supplement officer efforts, or if staffing prevents commissioned officers from completing this component. In the second prong, city officers and county deputies will contact unsafe drivers and pedestrians to give them information about behaviors that make all road users safer. Additionally, the Target Zero Manager will coordinate with other educational efforts (including but not limited to) speaking engagements, working with schools, coordinating with school resource officers, interacting with media, conducting media interviews, social media support etc.

**Projects:** Task Force Agencies will submit project proposals for approval and then carry out the required tasks as described in the task force policies. Cities and the county can submit projects for approval by the TZM. Agencies conducting a project will be required to submit reporting for their project and will bill WTSC directly for reimbursement. In the event COVID-19 interferes with the planned projects, the contractor will work with WTSC to identify and implement alternative service delivery methodologies. TZM will submit proposals to WTSC program manager for approval of projects.

### 3.3 GOAL

The goal is to reduce the number of overall crashes by 10% by September 30, 2021. The task force will identify new focus points for our efforts for the FY 2021 project and will also re-prioritize tactics used.

### 3.4 OBJECTIVES

- a. The Task Force will identify areas in need of concentrated law enforcement and public outreach using DOT crash data, department incident records, and other data by December 31, 2020.
- b. Implement a minimum of 10 education and enforcement emphasis efforts in the areas identified for concentrated effort to increase safety for walkers by September 30, 2021.
- c. Supplement each enforcement efforts with public education and outreach using radio and social media messaging, informational stops by law enforcement, and public presentations. Each public education and outreach effort will be designed to maximize penetration into focus populations.
- d. Focus intersections will be observed for a minimum of two hours to determine what problem behaviors for officers to watch out for prior to implementation of any project-related activities. One week after project-related activities, the focus intersections will be observed for a minimum of two hours to determine if there is any change in behaviors.

### 3.5 MILESTONES AND DELIVERABLES

Milestone Description	Completed Date
Task force identifies intersections and areas to focus on for the FFY 2021 project.	12/31/2020
Complete Inter-agency Agreements for pedestrian project	12/31/2020
Q1 - Conduct a minimum of 1 pedestrian safety campaign in a concentration area. Campaign to include advertising, public education and enforcement.	12/31/2020
Q2 - Conduct a minimum of 1 pedestrian safety campaigns in a concentration area. Campaign to include advertising, public education and enforcement.	03/30/2021



Q3 - Conduct a minimum of 1 pedestrian safety campaigns in a concentration area. Campaign to include advertising, public education and enforcement.	06/30/2021
Q4 - Conduct a minimum of 1 pedestrian safety campaigns in a concentration area. Campaign to include advertising, public education and enforcement.	09/30/2021
<b>Deliverable Description</b>	<b>Completed Date</b>
Submit first quarterly report. Campaign to include advertising, public education and enforcement.	01/15/2021
Submit second quarterly report. Campaign to include advertising, public education and enforcement.	04/15/2021
Submit third quarterly report. Campaign to include advertising, public education and enforcement.	07/15/2021
Submit combined fourth quarterly report (campaign to include advertising, public education and enforcement) and final report that summarizes activities conducted through the project and provides data about addressing milestones and effectiveness of the project.	10/31/2021

### 3.6. COMPENSATION

3.6.1. Compensation for the 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 \$54,950.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.6.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.6.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.6.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10.

3.6.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.6.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

### 3.7. SUMMARY OF PROJECT COSTS

<b>SUMMARY OF COSTS</b>	<b>AMOUNT</b>
Employee salaries and benefits	\$43,950.00
Travel	\$0.00
Contract Services	\$10,000.00
Equipment (listed in the table below)	\$0.00
Goods or other expenses	\$1,000.00
Indirect Costs	\$0.00
<b>TOTAL</b>	<b>\$54,950.00</b>

#### **Budget Narrative**

##### **Salaries and Benefits - \$43,950.00**

Officer and Deputy overtime for Education and Enforcement efforts, \$36,165.00 will cover approximately 425.47 hours of education and enforcement time at an average rate of \$85 per hour. Each project would utilize about 40 hours of overtime to conduct, which will allow for a minimum of 10 projects to be conducted during the year, depending on size and scope of each submitted project. Smaller agencies will likely have smaller projects, while larger agencies will have more labor intensive projects.

TZM support for the project - 12 hrs/mo X \$54.06/hr for salaries and benefits X 12 month = \$7,785.00.

**Travel** - \$0.00

**Contractual Services** - \$10,000.00

\$10,000.00 for digital advertising and radio PSA's.

**Equipment** - \$0.00

**Goods and Services** - \$1,000.00

\$1,000 for cost of printing fliers and materials.

**Total project funding** - \$54,950.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

#### **4. ACTIVITY REPORTS**

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

#### **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 Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

#### **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**

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. 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, 2021, must be received by WTSC no later than August 10, 2021. All invoices for goods received or services performed between July 1, 2021, and September 30, 2021, must be received by WTSC no later than November 15, 2021. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

## **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.

### **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 waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

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 1300.

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, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

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 NHTSA.

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 1300.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,

check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### 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 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 nondiscrimination laws and regulations, as may be amended from time to time.

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 permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

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. 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. 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 Project is:**

Stacey McShane  
target.zero@co.snohomish.wa.us  
(425) 388-3817

**The Contact for WTSC is:**

Scott Waller  
swaller@wtsc.wa.gov  
360-725-9885

**42. 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.**

**City of Marysville-Marysville Police Department**

\_\_\_\_\_  
Signature

Jon Nehring  
\_\_\_\_\_  
Printed Name

Mayor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WASHINGTON TRAFFIC SAFETY COMMISSION**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



*Update*  
*Index #17*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 12, 2020**

<b>AGENDA ITEM:</b>	
CARES Act Funding Amendment	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

In May, the City has entered into an agreement with the WA ST Department of Commerce to receive, through reimbursement, CARES Act funding to mitigate the effects of COVID-19. An estimated budget was created and approved along with the interagency agreement. Many of the community grant funds from the estimated budget have been distributed. Based on this experience and the continuing mitigation of COVID-19 the staff requests to adjust the budget to provide more business relief funding.

Below are CAREs Act Community Grants statics as of 10/5/2020:

Status as of 10/5/2020	Applications	Approved	Amount	Program Amount
<b>Business Rent Relief Grants</b>				550,000.00
Round 1 (\$4,000) - Closed	50	47	164,680.00	
Round 2 (up to 3 months) - Closed	8	8	83,273.12	
Round 3 (\$10,000)	35	24	232,800.00	
<b>Totals</b>	<b>93</b>	<b>79</b>	<b>480,753.12</b>	<b>480,753.12</b>
				69,246.88
<b>Residential Rental Grants</b>				100,000.00
Round 1 (\$1,500) - Closed	48	26	28,500.00	
Round 2 (\$1,500)	43			
<b>Totals</b>	<b>91</b>	<b>26</b>	<b>28,500.00</b>	<b>28,500.00</b>
				71,500.00
<b>Utility Grant</b>				25,000.00
Utility Grant (\$200/\$100)	96	49	9,700.00	9,700.00
				15,300.00
<b>Grant Total Paid</b>	<b>280</b>	<b>154</b>	<b>518,953.12</b>	
<b>Grant Program Amount Remaining</b>				<b>156,046.88</b>

To address these concerns staff would like to propose to move \$300,000 from the Overtime and PPE/Sanitation/Screening line to Small Business Relief. The Small Business Rental Relief program would continue to be used towards operations with a cap of \$10,000 with an open application period on a first eligible-first served basis and have all applications reviewed for eligibility by Finance and recommendations forwarded to the Mayor for final award.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to initiate and administer the Small Business Relief Program amendment, including approving final grant awards.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to initiate and administer the Small Business Relief Program amendment, including approving final grant awards.