

PUBLIC NOTICE:

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

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

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order**Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Presentations**

A. Police Officers Swearing-In

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

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

Consent

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

3. Approval of the January 20, 2022 Claims in the Amount of \$2,032,566.86 Paid by EFT Transactions and Check Numbers 152894 through 152986

4. Approval of the January 25, 2022 Payroll in the Amount of \$1,496,703.87 Paid by EFT Transactions and Check Numbers 33788 through 33806
5. Approval of the January 26, 2022 Claims in the Amount of \$252,867.44 Paid by EFT Transactions and Check Numbers 152987 through 153074 with Check Numbers 152497, 152618, 152848, and 152888 Voided
17. Approval of the February 10, 2022 Payroll in the Amount of \$1,583,741.25 Paid by EFT Transactions and Check Numbers 33807 through 33831 *
8. Consider Approving the Snohomish County Human Services Grant in the Amount of \$15,000.00
9. Consider Approving the HVAC Maintenance & Repair Services Contract Supplemental Agreement No. 4 with D.K. Systems in the Amount of \$75,000.00
10. Consider Approving the Axon Enterprise, Inc. Contract for Interview Room Cameras for the Public Safety Building and Jail in the Amount of \$90,687.51
11. Consider Approving the Julota Software as a Service License Agreement Contract
12. Consider Approving the Tyler Technologies Quote for Additional Hours for Advanced Scheduling Implementation in the Amount of \$5,180.00
13. Consider Approving the Marysville Tourism Promotion Grant in the Amount of \$2,500.00

Review Bids

6. Consider Approving the Downtown Stormwater Treatment Project Contract with McClure and Sons, Inc. in the Amount of \$10,868,254.24 with a Management Reserve of \$543,413.00 for a Total Allocation of \$11,411,667.24
7. Consider Approving the Comeford Park and Restroom Project Contract with Moon Construction Company, Inc. in the Amount of \$1,657,472.20 with a Management Reserve of \$82,873.61 for a Total Allocation of \$1,740,345.81

Public Hearings

New Business

14. Consider Approving a **Resolution** to Adopt the Updated Hazard Mitigation Plan
15. Consider Approving an **Ordinance** Amending Marysville Municipal Code Title 22A, the Administration of the Unified Development Code (UDC)

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

Legal

Mayor's Business

18. Supplemental Budget (ARPA) Discussion

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
January 10, 2022**

Call to Order

Mayor Nehring called the hybrid meeting of the January 10, 2022 Marysville City Council to order at 7:00 p.m.

Invocation

Chaplain Dan Hazen gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Information Services Director Worth Norton, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Parks Director Tara Mizell, Fire Chief Martin McFalls, Director of Engineering and Transportation Jeff Laycock, Communications Manager Connie Mennie, Deputy City Attorney Burton Eggertsen, Systems Analyst Mike Davis, Courts Administrator Suzanne Elsner, Police Officer Darbi Boggs, Sgt. James Tolbert, Deputy City Clerk Genevieve Geddis

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Council President Norton.

AYES: ALL

Presentations

A. Officer Swearing In

Officer Darbi Boggs was sworn in.

Audience Participation

Dylan Sluder, Snohomish County Manager, Master Builders, spoke regarding the ADU ordinance. He thanked staff for the inclusion of the some size flexibility to increase the opportunity for ADUs in Marysville. He discussed the benefits of ADUs. He spoke against owner occupancy requirements.

David Kronbach, 6408 72nd Drive NE, Marysville, spoke regarding the proposed increase in ADU size from 35 to 50% of the current house size. He doesn't think this adequately takes into consideration the size of the existing house when the existing house is small. He recommended the addition of a 1000 square foot limit to the proposal. He also spoke against the owner occupancy requirement.

Scott Allen, 3912 Sunnyside Blvd., Marysville, agreed that owners of ADUs should live on the property. He discussed issues with a property next door to him.

Chris Davis, 4729 22nd Place NE, spoke in favor of the ADUs.

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

1. Approval of the November 22, 2021 City Council Meeting Minutes

Motion to approve the November 22, 2021 City Council Meeting Minutes moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

2. Approval of the December 3, 2021 City Council Retreat Minutes

Motion to approve the December 3, 2021 City Council Retreat Minutes moved by Councilmember Stevens seconded by Council President Norton.

AYES: ALL

3. Approval of the December 6, 2021 City Council Work Session Minutes

Motion to approve the December 6, 2021 City Council Work Session Minutes moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

4. Approval of the December 20, 2021 City Council Special Meeting Minutes

Motion to approve the December 20, 2021 City Council Special Meeting Minutes moved by Councilmember King seconded by Council President Norton.

VOTE: Motion carried 4 - 0

AYES: Councilmember King, Councilmember James, Councilmember Richards, Council President Norton

ABSTAIN: Councilmember Vaughan, Councilmember Stevens, Councilmember Muller

Consent

- 5. Approval of the December 15, 2021 Claims in the Amount of \$1,430,231.46 paid by EFT Transactions and Check Numbers 152134 through 152284
- 6. Approval of the December 22, 2021 Claims in the Amount of \$2,869,006.94 paid by EFT Transactions and Check Numbers 152285 through 152417 with Check Numbers 14505 and 152019 Voided
- 17. Approval of the December 23, 2021 Payroll in the Amount of \$1,932,918.79 paid by EFT Transactions and Check Numbers 33746 through 33766
- 18. Approval of the December 29, 2021 Claims in the Amount of \$1,595,453.94 paid by EFT Transactions and Check Numbers 152418 through 152555 with Check Number 152151 Voided
- 7. Consider Approving the Termination from Voluntary Cleanup Program Agreement with the Department of Ecology for the Interfor Pacific Site at 60 State Avenue
- 8. Consider Approving the Memorandum of Understanding with Medical Care Organization
- 9. Consider Approving the Mental Health Alternatives Program (MAP) Court – Bridgeways Agreement

Councilmember King indicated he would be abstaining on item 10 because he serves on the Hotel Motel Tourism Grant Committee.

Motion to approve Consent Agenda items 5, 6, 17, 18, 7, 8, and 9 moved by Councilmember Vaughan seconded by Council President Norton.

AYES: ALL

- 10. Consider Approving the Hotel Motel Tourism Grant Committee Funding Recommendation

Motion to approve Consent Agenda item 10 - Consider Approving the Hotel Motel Tourism Grant Committee Funding Recommendation moved by Councilmember Vaughan seconded by Councilmember Muller.

VOTE: Motion carried 6 - 0

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

Review Bids**Public Hearings****New Business**

11. Consider Approving a Resolution Recognizing Marysville as a Purple Heart City

Motion to adopt Resolution No. 2510, a Resolution Recognizing Marysville as a Purple Heart City moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

12. Consider Approving an Ordinance Updating MMC 22A.010 and 22C.180 to Create More Flexible Regulations for Accessory Dwelling Units

Director Miller explained staff has made two changes to this code as a result of the discussion at the last work session. The first is related to the owner occupancy requirements. This has been reverted back to existing language within the text to require that the owner reside in either the ADU or the home. They also made a procedural change related to the recording requirement for owner occupancy. Staff proposes to remove the requirement that requires the applicant provide a declaration to staff every year that they still live there but still maintain the recorded condition on the title.

Councilmember James suggested waiting on the vote for this. He wondered about the owner occupancy requirement. He wondered if they didn't have that if they could just limit ownership to two or three owned parcels or units. He also wondered about using zoning to restrict ADUs or requiring owners to live within city limits.

Councilmember Muller said he wasn't opposed to a minimum threshold but noted there are a lot of other factors that will limit the size of what can be built including impervious surface restrictions and other restrictions. He stressed that these homes were built under single-family zoning. They are trying to leverage this into a multifamily application in a single-family zone. Part of the Comprehensive Plan purpose is to have consistency throughout the planning areas. He does not think the owner occupancy restrictions should be removed.

Councilmember Richards echoed Councilmember Muller's comments about the owner occupancy requirement. He cautioned against allowing single family housing to be turned into duplex lots.

Councilmember James asked how the City should approach this in light of what it looks like the State is going to do. He wondered if it would be prudent to craft this differently considering what the State might want us to do. Director Miller explained that the State hasn't generally vested what the cities already had. She recommended discussing the issues one at a time and seeing where they get.

Council President Norton asked Director Miller about the suggestion to have a 1000 square foot minimum. Director Miller reviewed Planning Commission discussion on this topic and discussed options. She stressed that this is a policy decision for Council.

Councilmember King asked if neighbors have any say in whether or not one of these can be built. Director Miller did not think the neighborhood would be notified, and she did not recommend it.

Councilmember Richards spoke in support of a decent minimum size.

Council President Norton asked Councilmember James what his desire was. Councilmember James replied he would like more time to consider this; he would love to have more discussion with the rest of the Council; and he would like more input from the professionals.

Councilmember Vaughan spoke in support of moving forward with action to get a sense of where the Council is. He was not in favor of delaying this.

Councilmember Muller replied to Councilmember King's question about public comment. These do not require public comment nor should they if they are limited to the purpose for which they were intended. They have stretched this to allow rental of one of the units which he supports, but he is not in support of being able to rent out both units which completely changes the use of the property from its original development to something else. He noted that building a duplex is and should be a completely different process than building an ADU. If the State mandates he intends to fight this at that level.

Councilmember Vaughan expressed appreciation to Councilmember Muller for his wealth of experience on this matter, to the Planning Commission and staff for their presentation of the information, and to the members of the public for their comments.

Motion to adopt Ordinance No. 3203, an Ordinance Updating MMC 22A.010 and 22C.180 to Create More Flexible Regulations for Accessory Dwelling Units moved by Councilmember Vaughan seconded by Councilmember Muller.

VOTE: Motion carried 6 - 1

AYES: Councilmember Vaughan, Councilmember King, Councilmember Stevens, Councilmember Richards, Councilmember Muller, Council President Norton

NOES: Councilmember James

13. Consider Approving an Ordinance Updating MMC 6.76 Noise Regulations to Reduce Construction Hours of Operation

Director Miller explained that the proposed ordinance would revise the hours of operation from 7 am to 9 p.m. seven days a week. She also provided comparison information from neighboring jurisdictions as requested by staff.

Motion to adopt Ordinance No. 3204, Updating MMC 6.76 Noise Regulations to Reduce Construction Hours of Operation moved by Councilmember Vaughan seconded by Councilmember James.

AYES: ALL

14. Consider Approving an Ordinance to Allow For and Establish Regulations for the Following Supportive Housing Types (in Response to House Bill 1220): Emergency Housing, Indoor Emergency Shelters, Transitional Housing Facilities, and Permanent Supportive Housing in Zones that Allow For Hotels and/or Residential Zones

Motion to adopt Ordinance No. 3205, an Ordinance to allow for and Establish Regulations for the Following Supportive Housing Types (in Response to House Bill 1220): Emergency Housing, Indoor Emergency Shelters, Transitional Housing Facilities, and Permanent Supportive Housing in Zones that Allow for Hotels and/or Residential Zones moved by Councilmember King seconded by Councilmember Muller.

AYES: ALL

15. Consider Approving an Ordinance to Establish Regulations in MMC 22C.260 for Mobile Food Vendors (Food Trucks) on City Properties, Private Properties, and as part of Special Event Permits

Director Miller summarized this item. She reported she checked with the City of Lake Stevens who reported their code is working well.

Councilmember King asked if there would be some sort of trial period for this. Director Miller replied that staff could come back with a report after a certain amount of time to let Council know how things are going.

Motion to adopt Ordinance 3206, an Ordinance to Establish Regulations in MMC 22C.260 for Mobile Food Vendors (Food Trucks) on City Properties, Private Properties, and as part of Special Event Permits moved by Councilmember Vaughan seconded by Councilmember Stevens.

AYES: ALL

19. Consider Approving the Supplemental Agreement No.1 with J.A. Brennan for Comeford Park and Restroom Design

Director Mizell explained this is for the Comeford Park redesign project. This supplemental agreement will change the walkways to match the new lighting system and also provide lighting for the seating in the plaza area across from the new City Hall building.

Councilmember Muller asked about getting an update on the project budget. Mayor Nehring indicated staff could provide that as soon as possible.

Motion to authorize the Mayor to sign and execute the Supplemental Agreement No.1 with J.A. Brennan for Comeford Park and Restroom Design moved by Councilmember Stevens seconded by Councilmember Muller.

AYES: ALL

20. Consider Approving an Emergency Resolution for State Ave and 136th St NE Signal Emergency Repair

Director Laycock reviewed a vehicle accident recently which took out a signal pole at the northeast corner of State Avenue and 136th Street. Mayor Nehring declared this an emergency situation and staff quickly worked with contractors and the PUD to do a temporary emergency repair for this.

Councilmember Richards asked about reimbursement from the driver's insurance company. CAO Hirashima explained they are looking into that and will pursue it if it is an option.

Motion to approve Resolution 2511, an Emergency Resolution for State Ave and 136th St NE Signal Emergency Repair moved by Councilmember Muller seconded by Councilmember Stevens.

AYES: ALL

Legal

Mayor's Business

- He and Director Laycock had a meeting with WSDOT to discuss the I-5/529 Interchange and the extra lane on I-5 project. WSDOT went out to bid twice and were not able to get a bid within the contracted amount due to inflation, supply chain issues, and other economic issues. He explained discussions he is having with the State about options to backfill this to allow it to proceed. He proposed that this be added to the top of the legislative priorities list. Council concurred.
- He commended Police on dealing with a couple high profile cases recently.

Staff Business

Director Worth Norton commented they received a great idea from Councilmember Richards to install a camera in the Council Chambers. Director Norton proposed that they use one camera to highlight the dais/Council and one looking over their shoulders to see the audience/public speakers. There was consensus to move forward with this plan.

Director Langdon gave an update on the utility billing situation.

CAO Hirashima informed Council of a couple new staff members who started today - Katie Curless, Executive Services Coordinator and Sarah Lavelle, Emergency Preparedness Manager

Call on Councilmembers and Committee Reports

Councilmember Vaughan had no comments.

Councilmember James thanked everyone for the discussion tonight and welcomed the new employees.

Councilmember King:

- He reported he had the opportunity to tour the LINC Northwest community center. He was very impressed.
- Last Thursday he attended his first Public Works Committee meeting.
- Today the food bank partnered with Sunrise Rotary with a Styrofoam drive.

Councilmember Stevens had no comments.

Councilmember Richards thanked Director Norton for getting the cameras.

Councilmember Muller reported on the Public Works Committee meeting on January 7. They welcomed new members - Councilmembers Richards and King. They also discussed downtown stormwater treatment, Soper Hill Road/71st interchange options, construction projects for 2022, and the new Solid Waste Snow and Ice Plan. There was a detailed and picturesque PowerPoint that went along with that which he requested be sent to the Council.

Council President Norton had no comments.

Adjournment

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

Approved this _____ day of _____, 2022.


Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: FEBRUARY 7, 2022

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the January 19, 2022 claims in the amount of \$386,676.42 paid by EFT transactions and Check No.'s 152826 through 152893 with check number 152716 voided.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/19/2022 TO 1/19/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152826	BENEFIT COORDINATORS	JANUARY 2022 PREMIUMS	MEDICAL CLAIMS	147,622.17
152827	PREMERA BLUE CROSS	PREMERA CLAIMS 1/1 TO 1/8/22	MEDICAL CLAIMS	77,487.87
152828	ALLIANT INSURANCE	BROKER FEE 2022-2023	RISK MANAGEMENT	50,000.00
152829	AMAZON CAPITAL	KVM CABLES	COMPUTER SERVICES	87.34
152830	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	127.23
152831	ARIES BLDG SYSTEMS	PORTABLE BUILDING RENTAL	STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
152832	ASCAP	2022 LICENSE FEE FOR MUSIC	RECREATION SERVICES	780.00
152833	BANK OF AMERICA	MEALS/MAJOR CRIME INCIDENT	POLICE INVESTIGATION	16.35
152834	BANK OF AMERICA	REGISTRATION	EXECUTIVE ADMIN	30.00
152835	BANK OF AMERICA	2022 MEMBERSHIP RENEWAL	PERSONNEL ADMINISTRATION	219.00
152836	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	345.18
152837	BANK OF AMERICA	REGISTRATION	LEGAL-GENL	7.95
	BANK OF AMERICA		LEGAL - PROSECUTION	60.00
	BANK OF AMERICA		LEGAL-GENL	290.00
152838	BANK OF AMERICA	MEMBERSHIP RENEWAL	COMMUNITY	450.00
152839	BANK OF AMERICA	REGISTRATION/ADVERTISING	POLICE ADMINISTRATION	24.04
	BANK OF AMERICA		K9 PROGRAM	50.00
	BANK OF AMERICA		POLICE ADMINISTRATION	163.84
	BANK OF AMERICA		POLICE ADMINISTRATION	220.00
152840	BANK OF AMERICA	REGISTRATION/PLAQUE	GENERAL FUND	-19.16
	BANK OF AMERICA		TRANSPORTATION	80.00
	BANK OF AMERICA		UTIL ADMIN	210.00
	BANK OF AMERICA		PARK & RECREATION FAC	225.16
	BANK OF AMERICA		UTIL ADMIN	720.00
152841	BANK OF AMERICA	TRAINING	POLICE TRAINING-FIREARMS	2,952.47
152842	BANK OF AMERICA	TRAINING/SUPPLIES	UTILITY BILLING	39.34
	BANK OF AMERICA		COMPUTER SERVICES	437.20
	BANK OF AMERICA		FINANCE-GENL	575.00
	BANK OF AMERICA		COMPUTER SERVICES	1,048.50
	BANK OF AMERICA		COMPUTER SERVICES	1,109.80
152843	BANK OF AMERICA	TRAVEL	EXECUTIVE ADMIN	598.00
	BANK OF AMERICA		CITY COUNCIL	2,789.97
152844	BGR PROPERTIES LLC	UB REFUND	WATER/SEWER OPERATION	25.83
152845	BICKFORD FORD	MISC. ITEMS FOR #P194	EQUIPMENT RENTAL	102.98
	BICKFORD FORD		EQUIPMENT RENTAL	146.41
152846	BOB'S HEATING & A/C	REFUND ONLINE PERMIT FEE	NON-BUS LICENSES AND	65.00
152847	BRUCE, LENORA C	UB REFUND	WATER/SEWER OPERATION	337.21
152848	CASCADE COLUMBIA	PAX XL8	WASTE WATER TREATMENT	14,373.39
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,582.59
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,747.42
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,747.82
152849	CENTRAL WELDING SUPP	PADLOCK	ER&R	102.57
152850	CROMWELL, JUSTIN & T	UB REFUND	WATER/SEWER OPERATION	218.92
152851	CROW, RONNIE & YVONN		WATER/SEWER OPERATION	31.36
152852	DIAZ, GABRIEL		WATER/SEWER OPERATION	181.84
152853	DMCJA	DMCMA MEMBERSHIP - TOWERS	MUNICIPAL COURTS	1,000.00
	DMCJA	DMCMA MEMBERSHIP-GILLINGS	MUNICIPAL COURTS	1,000.00
152854	ESTRADA, CARMALITA	UB REFUND	GARBAGE	9.93
152855	ESTRADA, CARMALITA		GARBAGE	73.41
152856	FIRE PROTECTION INC	ANNUAL FIRE ALARM MONITORING	WATER FILTRATION PLANT	262.08
152857	FLEX HOME BUYERS	UB REFUND	WATER/SEWER OPERATION	272.04
152858	FONDSE, MEL & MARGIE	UB REFUND	WATER/SEWER OPERATION	167.72
152859	GOBLE SAMPSON ASSOC	TORNADO AERATOR	WASTE WATER TREATMENT	23,535.31
152860	GORHAM, DANIELLE	UB REFUND	WATER/SEWER OPERATION	90.00
152861	GREATER SEATTLE PART	2022 PARTNER DUES	PLANNING & COMMUNITY DEV	7,500.00
152862	GRINNELL, KHIA	REFUND CLASS REGISTRATION	PARKS-RECREATION	70.00
	GRINNELL, KHIA		PARKS-RECREATION	70.00

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 1/19/2022 TO 1/19/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152862	GRINNELL, KHIA	REFUND CLASS REGISTRATION	PARKS-RECREATION	70.00
152863	ISS-WONDERWARE	WONDERWARE SUPPORT RENEWAL	WASTE WATER TREATMENT	4,445.77
	ISS-WONDERWARE		WATER RESERVOIRS	4,445.78
	ISS-WONDERWARE		WATER QUAL TREATMENT	4,445.78
	ISS-WONDERWARE		SEWER LIFT STATION	4,445.78
152864	JACOBS, TREY & HILLA	UB REFUND	GARBAGE	17.97
152865	JULZ ANIMAL HOUZ	SUPPLIES	K9 PROGRAM	16.94
152866	KAYE, EDWARD & JAYLE	UB REFUND	WATER/SEWER OPERATION	13.76
152867	KENDALL CHEVROLET	TAILGATE HANDLE ASMY #V012	EQUIPMENT RENTAL	116.83
152868	KNIGHT, FRANK	UB REFUND	WATER/SEWER OPERATION	62.93
152869	KNOT WORLDWIDE	ADVERTISING	OPERA HOUSE	3,000.00
152870	LONNECKER, JIM	UB REFUND	WATER/SEWER OPERATION	100.00
152871	MANG, DARIN	REFUND CLASS REGISTRATION	PARKS-RECREATION	70.00
152872	MOBILE WIRELESS LLC	NETMOTION LICENSE	WATER DIST MAINS	262.53
	MOBILE WIRELESS LLC		PERSONNEL ADMINISTRATION	262.54
	MOBILE WIRELESS LLC		COMMUNITY	262.54
	MOBILE WIRELESS LLC		LEGAL - PROSECUTION	262.54
	MOBILE WIRELESS LLC		METER READING	262.54
152873	MORROW, RICHARD	UB REFUND	WATER/SEWER OPERATION	202.38
152874	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE 12.5%	WATER FILTRATION PLANT	504.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,008.00
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	2,203.49
152875	O'NEIL, CALVIN & PAM	UB REFUND	WATER/SEWER OPERATION	85.87
152876	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	115.60
152877	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	25.13
	PGC INTERBAY LLC		PRO-SHOP	100.00
	PGC INTERBAY LLC		PRO-SHOP	154.76
	PGC INTERBAY LLC		MAINTENANCE	187.27
	PGC INTERBAY LLC		MAINTENANCE	187.55
	PGC INTERBAY LLC		MAINTENANCE	532.60
	PGC INTERBAY LLC		MAINTENANCE	572.12
	PGC INTERBAY LLC		PRO-SHOP	872.08
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		PRO-SHOP	1,145.53
	PGC INTERBAY LLC		GOLF COURSE	1,623.58
	PGC INTERBAY LLC		PRO-SHOP	1,635.51
	PGC INTERBAY LLC		MAINTENANCE	2,677.85
152878	RIGHT SYSTEMS, INC.	MCC NETWORK SWITCHES	CAPITAL EXPENDITURES	12,408.50
152879	SAFEWAY INC.	SUPPLIES FOR PARKS	RECREATION SERVICES	30.56
152880	SANDERS, KAITLYN	REFUND CLASS REGISTRATION	PARKS-RECREATION	52.00
152881	SESAC	2022 MUSIC PERFORMANCE LICENSE	RECREATION SERVICES	1,669.00
152882	SHI INTERNATIONAL	ADOBE CC LICENSE	EXECUTIVE ADMIN	667.86
152883	SOUND SAFETY	UNIFORM ITEMS	STORM DRAINAGE	538.96
152884	SUMMERS, HALEY	UB REFUND	WATER/SEWER OPERATION	251.38
152885	WA REC & PARK ASSN	2022 WRPA MEMBERSHIP RENEWAL	RECREATION SERVICES	625.00
	WA REC & PARK ASSN		PARK & RECREATION FAC	625.00
152886	WA STATE BAR ASSOCIA	2022 LICENSE RENEWAL - EGGERTSEN	LEGAL-GENL	468.98
152887	WA STATE BAR ASSOCIA	2022 LICENSE RENEWAL - FRY	LEGAL - PROSECUTION	468.98
	WA STATE BAR ASSOCIA	2022 LICENSE RENEWAL - GRIBBLE	LEGAL - PROSECUTION	468.98
	WA STATE BAR ASSOCIA	2022 LICENSE RENEWAL - MILLETT	LEGAL - PROSECUTION	468.98
152888	WAITE, BRIAN	ENTERTAINMENT AT OPERA HOUSE	OPERA HOUSE	650.00
152889	WATERISAC	ANNUAL MEMBERSHIP	UTIL ADMIN	2,200.00
152890	WAVEDIVISION HOLDING	I-NET LEASE/INTERNET SERVICE	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING	OPERA FIBER IRU MAINTENANCE	CENTRAL SERVICES	111.30
	WAVEDIVISION HOLDING	I-NET LEASE/INTERNET SERVICE	CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,438.20
152891	WWCPA	CERTIFICATION RENEWAL DUES-STROPE	WATER DIST MAINS	20.00
	WWCPA	CERTIFICATION RENEWAL-CALLAHAN	TRAINING	20.00

DATE: 1/19/2022
TIME: 12:42:03PM

CITY OF MARYSVILLE
INVOICE LIST

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FOR INVOICES FROM 1/19/2022 TO 1/19/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152892	YADWINDER SINGH	UB REFUND	WATER/SEWER OPERATION	22.53
152893	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	33.59
	ZIPLY FIBER		POLICE INVESTIGATION	33.60
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	65.79
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	98.85
	ZIPLY FIBER		SUNNYSIDE FILTRATION	120.83

WARRANT TOTAL: \$445,127.64

LESS VOIDED CHECK 152716 INITIATOR ERROR \$58,451.22

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$386,676.42

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: FEBRUARY 7, 2022

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the January 20, 2022 claims in the amount of 2,032,566.86 paid by EFT transactions and Check No.'s 152894 through 152986.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2022 TO 1/20/2022 P13C

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152897	AERATOR SOLUTIONS	MOTOR BALDOR AERATOR	WASTE WATER TREATMENT	4,200.40
152898	AMAZON CAPITAL	EXTERNAL SCREENS FOR LAPTOPS	FINANCE-GENL	1,311.50
152899	ASPECT CONSULTING	SOURCE CONTROL ORDINANCE	STORM DRAINAGE	3,482.25
	ASPECT CONSULTING		STORM DRAINAGE	8,887.50
152900	ATSI	CALIBRATION SERVICE	GENERAL FUND	-44.57
	ATSI		TRANSPORTATION	523.86
152901	BANK OF AMERICA	SUPPLIES	OFFICE OPERATIONS	15.00
	BANK OF AMERICA		POLICE ADMINISTRATION	19.66
152902	BANK OF AMERICA	2021 UCP PENALTY/FINES	MUNICIPAL COURTS	73.25
152903	BANK OF AMERICA	EMPLOYEE APP/POSTAGE	LEGAL-GENL	7.95
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	69.22
152904	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	100.00
152905	BANK OF AMERICA	POSTAGE/SUPPLIES	COMMUNITY	35.00
	BANK OF AMERICA		COMMUNITY	78.30
152906	BANK OF AMERICA	EMPLOYEE APPRECIATION	MEDICAL CLAIMS	116.82
152907	BANK OF AMERICA	SUPPLIES/UNIFORM	POLICE TRAINING-FIREARMS	-173.31
	BANK OF AMERICA		POLICE PATROL	28.40
	BANK OF AMERICA		POLICE PATROL	96.16
	BANK OF AMERICA		POLICE PATROL	227.17
152908	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	216.97
152909	BANK OF AMERICA	MEMBERSHIP	OFFICE OPERATIONS	16.89
	BANK OF AMERICA		POLICE ADMINISTRATION	210.00
152910	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	324.49
152911	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	333.66
152912	BANK OF AMERICA	ADVERTISING/SUPPLIES	DETENTION & CORRECTION	21.53
	BANK OF AMERICA		POLICE ADMINISTRATION	530.24
152913	BANK OF AMERICA	SUPPLIES/EMP APP.	POLICE PATROL	-14.24
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	207.08
	BANK OF AMERICA		POLICE PATROL	444.85
152914	BANK OF AMERICA	RENEWALS	UTIL ADMIN	75.00
	BANK OF AMERICA		SEWER PRETREATMENT	204.23
	BANK OF AMERICA		TRANSPORTATION	510.00
152915	BANK OF AMERICA	CHAIRS	OFFICE OPERATIONS	27.49
	BANK OF AMERICA		OFFICE OPERATIONS	824.10
152916	BANK OF AMERICA	EMPLOYEE APP/SUPPLIES	FINANCE-GENL	10.32
	BANK OF AMERICA		COMMUNITY	87.44
	BANK OF AMERICA		COMPUTER SERVICES	276.11
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	494.02
152917	BANK OF AMERICA	EMPLOYEE APP/UNIFORMS	EMBEDDED SOCIAL WORKER	371.57
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	667.49
152918	BLUE SKIES DRONE	DRONE LICENSE	POLICE PATROL	1,188.00
152919	BRIDGEWAYS	MENTAL HEALTH COURT LIAISON	EXECUTIVE ADMIN	13,546.58
152920	CASCADE COLUMBIA	PAX XL-8	WASTE WATER TREATMENT	14,373.39
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,474.82
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,582.59
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,747.42
152921	CODE PUBLISHING	WEB UPDATE/ORDINANCES 3196 TO 3202	CITY CLERK	1,808.48
152922	COOP SUPPLY	CAR SUPPLIES	POLICE PATROL	37.51
	COOP SUPPLY	PROPANE	WASTE WATER TREATMENT	80.65
152923	DICKS TOWING	TOWING 21-64082	POLICE PATROL	103.29
	DICKS TOWING	TOWING 21-64802	POLICE PATROL	103.29
152924	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING DEC 21	UTILITY BILLING	774.00
152925	E&E LUMBER	SAWZAL BLADE	TRANSPORTATION	34.40
	E&E LUMBER	CLEANING RODENT DEBRIS SUPPLIES	PARK & RECREATION FAC	108.94
	E&E LUMBER	PAINTING SUPPLIES	SEWER LIFT STATION	157.09
152926	ELLSWORTH, SHVETA	REFUND CLASS REGISTRATION	PARKS-RECREATION	52.00
152927	EVERMARK LLC	DOMESTIC VIOLENCE BANNERS	POLICE PATROL	327.81
152928	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	124.28

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2022 TO 1/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152950	NORTHWEST HYDRAULIC	WATERSHED PLANNING SERVICE	STORM DRAINAGE	2,565.00
152951	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	14.15
	OFFICE DEPOT	TONER	POLICE ADMINISTRATION	187.99
	OFFICE DEPOT		POLICE ADMINISTRATION	256.84
152952	OSW EQUIPMENT	SPRING ASBY #J026/J029	EQUIPMENT RENTAL	2,428.12
152953	PACWEST MACHINERY	MISC. VEHICLE PARTS #H012	EQUIPMENT RENTAL	10,876.51
152954	PERTEET ENGINEERING	PROFESSIONAL SERVICE	NON-DEPARTMENTAL	2,383.53
152955	PETERSEN BROTHERS	GUARDRAIL DAMAGE REPAIR	ROADWAY MAINTENANCE	22,043.98
152956	PETTY CASH- PW	TRIP PERMIT, WEIGHT SCALES FOR TITLE	EQUIPMENT RENTAL	163.50
152957	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT	PRO-SHOP	-1,360.02
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	PRO-SHOP	2.14
	PGC INTERBAY LLC		MAINTENANCE	62.49
	PGC INTERBAY LLC		MAINTENANCE	79.52
	PGC INTERBAY LLC		MAINTENANCE	100.28
	PGC INTERBAY LLC		MAINTENANCE	185.00
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT	MAINTENANCE	15,236.94
152958	PLATT ELECTRIC	LED LAMPS	STREET LIGHTING	946.16
	PLATT ELECTRIC		STREET LIGHTING	7,592.62
152959	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	2,050.00
152960	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	17.48
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #201346665	SEWER LIFT STATION	18.24
	PUD	ACCT #200973956	SEWER LIFT STATION	28.90
	PUD	ACCT #200501617	TRANSPORTATION	29.70
	PUD	ACCT #200448801	TRANSPORTATION	49.56
	PUD	ACCT #200660439	STREET LIGHTING	50.40
	PUD	ACCT #202294245	SEWER LIFT STATION	54.57
	PUD	ACCT #203500020	STREET LIGHTING	55.97
	PUD	ACCT #203996343	STREET LIGHTING	83.10
	PUD	ACCT #222664310	TRANSPORTATION	83.79
	PUD	ACCT #222664740	TRANSPORTATION	85.75
	PUD	ACCT #220681340	STORM DRAINAGE	86.06
	PUD	ACCT #200061463	PARK & RECREATION FAC	113.16
	PUD	ACCT #221115934	MAINT OF GENL PLANT	118.48
	PUD	ACCT #201909637	SEWER LIFT STATION	125.43
	PUD	ACCT #222663973	TRANSPORTATION	133.47
	PUD	ACCT #203291216	GENERAL	155.64
	PUD	ACCT #201628880	WASTE WATER TREATMENT	262.95
	PUD	ACCT #201675634	WASTE WATER TREATMENT	426.00
	PUD	ACCT #201587284	WASTE WATER TREATMENT	437.37
	PUD	ACCT #202177333	MAINT OF GENL PLANT	1,111.95
	PUD	ACCT #201617479	CITY HALL	1,174.29
	PUD	ACCT #200021871	COURT FACILITIES	1,318.44
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,716.03
152961	PUGET SOUND ENERGY	ACCT #220026412746	CAPITAL EXPENDITURES	119.29
	PUGET SOUND ENERGY	ACCT #220026419946	CAPITAL EXPENDITURES	846.27
152962	RADIA INC PS	INMATE MEDICAL	DETENTION & CORRECTION	30.00
	RADIA INC PS		DETENTION & CORRECTION	200.00
	RADIA INC PS		DETENTION & CORRECTION	250.00
152963	SAFEWAY INC.	INMATE MEDICAL/SUPPLIES	POLICE ADMINISTRATION	40.38
	SAFEWAY INC.		DETENTION & CORRECTION	50.46
152964	SAFEWAY INC.	SUPPLIES	RECREATION SERVICES	2.56
	SAFEWAY INC.		OPERA HOUSE	36.76
	SAFEWAY INC.		PERSONNEL ADMINISTRATION	229.50
152965	SCORE	SCORE HOUSING DEC 2021	DETENTION & CORRECTION	24,206.00
152966	SNAP-ON INCORPORATED	CORDLESS RATCHET	EQUIPMENT RENTAL	136.63

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2022 TO 1/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152967	SNO CO TREASURER	SCJ INMATE HOUSING DECEMBER	DETENTION & CORRECTION	128,983.71
152968	SOLID WASTE SYSTEMS	OIL TEMP GAUGE #J035	EQUIPMENT RENTAL	109.31
	SOLID WASTE SYSTEMS	BREATHER CAP #J035	EQUIPMENT RENTAL	396.53
	SOLID WASTE SYSTEMS	STRAP/STRAINER #J035	EQUIPMENT RENTAL	630.65
	SOLID WASTE SYSTEMS	PARTS FOR #J024	EQUIPMENT RENTAL	3,221.45
152969	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	798.00
152970	SOUND PUBLISHING	ADVERTISING IN HERALD	OPERA HOUSE	845.00
152971	SPRINGBROOK NURSERY	WOOD DEBRIS	PARK & RECREATION FAC	60.00
152972	STAPLES	CALENDARS	MUNICIPAL COURTS	88.80
	STAPLES		MUNICIPAL COURTS	361.02
152973	STATE AUDITORS OFFIC	AUDIT PERIOD 2020	NON-DEPARTMENTAL	169.65
	STATE AUDITORS OFFIC		UTIL ADMIN	169.65
152974	STERICYCLE, INC.	SHREDDING	POLICE PATROL	4.56
152975	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
152976	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	100.50
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	201.00
152977	TRANSPORTATION SOLUT	PROFESSIONAL SERVICE	GMA - STREET	9,444.45
152978	TRANSPORTATION, DEPT	TRAVEL	POLICE PATROL	2.75
	TRANSPORTATION, DEPT		POLICE PATROL	2.75
	TRANSPORTATION, DEPT		POLICE PATROL	2.75
152979	TYLER TECHNOLOGIES	EXECUTIME IMPLEMENTATION	UTIL ADMIN	370.00
	TYLER TECHNOLOGIES		NON-DEPARTMENTAL	370.00
152980	VAN DAM'S ABBEY	REMODEL - COURT	PARK & RECREATION FAC	6,006.77
152981	VECA ELECTRIC & TECH	I/NET CONNECTIVITY	CAPITAL EXPENDITURES	6,366.73
	VECA ELECTRIC & TECH		CAPITAL EXPENDITURES	6,366.73
	VECA ELECTRIC & TECH	I/NET CONNECTIVITY PHASE 2	CENTRAL SERVICES	10,809.77
	VECA ELECTRIC & TECH		CENTRAL SERVICES	10,809.77
152982	VERIZON	WIRELESS SERVICE	UTILITY BILLING	23.00
	VERIZON		PURCHASING/CENTRAL	23.00
	VERIZON		YOUTH SERVICES	41.87
	VERIZON		CRIME PREVENTION	41.87
	VERIZON		PROPERTY TASK FORCE	41.87
	VERIZON		PERSONNEL ADMINISTRATION	41.87
	VERIZON		FACILITY MAINTENANCE	41.87
	VERIZON		EQUIPMENT RENTAL	87.87
	VERIZON		FINANCE-GENL	106.74
	VERIZON		WATER QUAL TREATMENT	146.75
	VERIZON		CUSTODIAL SERVICES	148.61
	VERIZON		OFFICE OPERATIONS	167.48
	VERIZON		SEWER LIFT STATION	200.07
	VERIZON		TRANSPORTATION	200.58
	VERIZON		LEGAL-GENL	207.49
	VERIZON		COMMUNITY SERVICES UNIT	212.67
	VERIZON		RECREATION SERVICES	215.75
	VERIZON		SOLID WASTE CUSTOMER	230.00
	VERIZON		MUNICIPAL COURTS	249.36
	VERIZON		PARK & RECREATION FAC	267.74
	VERIZON		LEGAL - PROSECUTION	281.35
	VERIZON		DETENTION & CORRECTION	334.96
	VERIZON		WATER SUPPLY MAINS	360.11
	VERIZON		EXECUTIVE ADMIN	376.83
	VERIZON		POLICE INVESTIGATION	376.83
	VERIZON		COMMUNITY	493.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/20/2022 TO 1/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152982	VERIZON	WIRELESS SERVICE	COMPUTER SERVICES	592.59
	VERIZON		STORM DRAINAGE	635.68
	VERIZON		WASTE WATER TREATMENT	648.46
	VERIZON		POLICE ADMINISTRATION	697.92
	VERIZON		GENERAL	951.05
	VERIZON		ENGR-GENL	1,442.09
	VERIZON		UTIL ADMIN	1,789.29
	VERIZON		POLICE PATROL	2,262.04
152983	WASHINGTON FEDERAL	RETAINAGE ON PAY ESTIMATE #21	GMA-STREET	12,005.87
152984	WESTERN SYSTEMS	PUSH BUTTON ADA	TRANSPORTATION	2,036.71
	WESTERN SYSTEMS	BATTERIES	TRANSPORTATION	4,845.27
	WESTERN SYSTEMS		TRANSPORTATION	5,312.42
152985	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	195.00
152986	ZIPLY FIBER	LOCAL AND LD LINES	CRIME PREVENTION	9.45
	ZIPLY FIBER		PROPERTY TASK FORCE	9.45
	ZIPLY FIBER		PURCHASING/CENTRAL	9.45
	ZIPLY FIBER		FACILITY MAINTENANCE	9.45
	ZIPLY FIBER		YOUTH SERVICES	18.90
	ZIPLY FIBER		WATER QUAL TREATMENT	18.90
	ZIPLY FIBER		STORM DRAINAGE	28.36
	ZIPLY FIBER		PARK & RECREATION FAC	37.81
	ZIPLY FIBER		LEGAL-GENL	37.81
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	37.81
	ZIPLY FIBER		LEGAL - PROSECUTION	47.26
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	47.26
	ZIPLY FIBER		GENERAL	56.71
	ZIPLY FIBER		EQUIPMENT RENTAL	56.71
	ZIPLY FIBER		RECREATION SERVICES	66.16
	ZIPLY FIBER		FINANCE-GENL	75.62
	ZIPLY FIBER		COMPUTER SERVICES	75.63
	ZIPLY FIBER		POLICE INVESTIGATION	85.07
	ZIPLY FIBER		UTILITY BILLING	85.07
	ZIPLY FIBER		MUNICIPAL COURTS	103.97
	ZIPLY FIBER		EXECUTIVE ADMIN	103.97
	ZIPLY FIBER		WASTE WATER TREATMENT	103.97
	ZIPLY FIBER		POLICE ADMINISTRATION	113.42
	ZIPLY FIBER		OFFICE OPERATIONS	122.87
	ZIPLY FIBER		UTIL ADMIN	141.78
	ZIPLY FIBER		COMMUNITY	160.68
	ZIPLY FIBER		DETENTION & CORRECTION	170.13
	ZIPLY FIBER		ENGR-GENL	217.39
	ZIPLY FIBER		POLICE PATROL	463.14
			WARRANT TOTAL:	<u>\$960,386.92</u>
152894	REVENUE, DEPT OF	TAXES FOR DEC 2021	CITY CLERK	\$140,705.68
152895	LYDIG CONSTRUCTION, INC.	CIVIC CENTER PAYMENT #3	GMA-STREET	\$698,016.00
152896	STRIDER CONSTRUCTION	RETAINAGE/PAY ESTIMATE #21	GMA-STREET	\$233,458.26

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL:


\$2,032,566.86

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 14, 2022

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 January 25, 2022 payroll in the amount \$1,496,703.87, paid by EFT Transactions and Check No. 33788 through 33806.


COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: FEBRUARY 14, 2022

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the January 26, 2022 claims in the amount of \$252,867.44 paid by EFT transactions and Check No.'s 152987 through 153074 with check numbers 152497, 152618, 152848, and 152888 voided.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/26/2022 TO 1/26/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
152987	PREMERA BLUE CROSS	CLAIMS PAID 1/9 TO 1/15/22	MEDICAL CLAIMS	49,327.29
152988	REVENUE, DEPT OF	4TH QTR LEASEHOLD TAX 2021	NON-DEPARTMENTAL	0.01
	REVENUE, DEPT OF		AFFORDABLE HOUSING TAX	12.66
	REVENUE, DEPT OF		GENERAL FUND	1,483.02
	REVENUE, DEPT OF		GOLF COURSE	2,126.62
152989	FIRST AMERICAN TITLE	ROW ACQUISITION CLOSING FUNDS	GMA - STREET	24,314.78
152990	PREMERA BLUE CROSS	CLAIMS PAID 1/16 TO 1/22/2022	MEDICAL CLAIMS	56,801.74
152991	911 SUPPLY INC.	UNIFORM - HAMBURG	POLICE PATROL	15.30
	911 SUPPLY INC.	UNIFORM - PARRISH	DETENTION & CORRECTION	34.98
	911 SUPPLY INC.	PIO UNIFORMS - FRANZEN	POLICE PATROL	142.07
	911 SUPPLY INC.	UNIFORM - HAMBURG	POLICE PATROL	295.07
	911 SUPPLY INC.	UNIFORM - BOGGS	POLICE PATROL	516.32
152992	AFFORDABLE ENVIRO	HOMELESS CAMP CLEAN UP	ROADSIDE VEGETATION	4,514.09
152993	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	562.50
152994	AMAZON CAPITAL	OFFICE SUPPLIES	FINANCE-GENL	29.49
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	91.96
	AMAZON CAPITAL		POLICE INVESTIGATION	103.32
	AMAZON CAPITAL		POLICE PATROL	120.18
	AMAZON CAPITAL		POLICE INVESTIGATION	176.20
	AMAZON CAPITAL	CAR SEATS	POLICE PATROL	491.94
	AMAZON CAPITAL	EXTERNAL SCREENS FOR LAPTOPS	UTILITY BILLING	532.75
	AMAZON CAPITAL	PLUMBING SUPPLIES	METER READING	951.24
	AMAZON CAPITAL	HP EXPANSION MODULE	CAPITAL EXPENDITURES	3,705.28
152995	ANDES LAND SURVEY	RIGHT-OF-WAY PLATS	GMA - STREET	3,250.00
	ANDES LAND SURVEY		GMA - STREET	3,500.00
152996	BALLARD MARINE CONST	OUTFALL CLEANING	WASTE WATER TREATMENT	273.25
152997	BANK OF AMERICA	REGISTRATION/MAILINGS	COMMUNITY	35.00
	BANK OF AMERICA		COMMUNITY	88.60
152998	BANK OF AMERICA	MEALS DURING MAJOR CRIMES	POLICE PATROL	342.39
152999	BANK OF AMERICA	SUPPLIES	GENERAL FUND	-71.15
	BANK OF AMERICA		POLICE PATROL	836.15
153000	BILLING DOCUMENT SPE	TRANSACTION FEE - DEC 2021	UTILITY BILLING	3,296.82
153001	BUILDERS EXCHANGE	PUBLISHED PROJECTS ONLINE	GMA - STREET	45.15
	BUILDERS EXCHANGE		CAPITAL EXPENDITURES	91.50
153002	COASTAL FARM & HOME	CREDIT INVOICE #1222	SNOW & ICE REMOVAL	-46.99
	COASTAL FARM & HOME	RETURNED CARTRIDGE FILTERS	PARK & RECREATION FAC	-43.70
	COASTAL FARM & HOME	CARTRIDGE FILTER	PARK & RECREATION FAC	43.70
	COASTAL FARM & HOME	ANTI-ICE TANK REPAIR	SNOW & ICE REMOVAL	155.14
	COASTAL FARM & HOME	UNIFORM - CASTRO	UTIL ADMIN	271.02
153003	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	329.31
153004	COOP SUPPLY	MESH SCREEN, CAGE WIRE	WASTE WATER TREATMENT	105.43
153005	CORE & MAIN LP	RESETTERS	WATER SERVICES	1,066.94
153006	CORRECTIONS, DEPT OF	REGULAR INMATE PAY DEC 2021	ROADSIDE VEGETATION	204.86
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	425.67
153007	CRUZ, GEORGE	UB REFUND	WATER/SEWER OPERATION	281.52
153008	DEAN, ANTONIA		WATER/SEWER OPERATION	136.38
153009	DIFFERENTIAL NETWORK	CAMERAS LICENSING/CONFIGURATION	CAPITAL EXPENDITURES	10,735.27
153010	E&E LUMBER	BULBS	CITY HALL	3.81
	E&E LUMBER	HEAT SHRINK TUBING	WASTE WATER TREATMENT	18.43
	E&E LUMBER	CLAMP LIGHT	SEWER LIFT STATION	33.56
	E&E LUMBER	LIGHT BULBS, PINE BOARD, SCREWS	WASTE WATER TREATMENT	170.52
153011	EAY, DARIN	REIMBURSEMENT FOR EXAM	UTIL ADMIN	169.00
153012	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00

CITY OF MARYSVILLE
 INVOICE LIST

FOR INVOICES FROM 1/26/2022 TO 1/26/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153012	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	960.00
153013	EDWARDS, VANESSA	UB REFUND	WATER/SEWER OPERATION	295.61
153014	FRANCOTYP-POSTALIA	POSTAGE METER	LEGAL - PROSECUTION	26.77
	FRANCOTYP-POSTALIA		CITY CLERK	26.78
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	26.78
	FRANCOTYP-POSTALIA		FINANCE-GENL	26.78
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	26.78
	FRANCOTYP-POSTALIA		UTILITY BILLING	26.78
153015	GOEMAN, JUDITH A & G	UB REFUND	WATER/SEWER OPERATION	166.46
153016	HACH COMPANY	REPAIR 2100Q	SUNNYSIDE FILTRATION	733.95
153017	HANNA, JAMES	UB REFUND	WATER/SEWER OPERATION	24.86
	HANNA, JAMES		WATER/SEWER OPERATION	32.45
	HANNA, JAMES		WATER/SEWER OPERATION	91.45
153018	HD FOWLER COMPANY	CREDIT INVOICE I5988925	WASTE WATER TREATMENT	-109.33
	HD FOWLER COMPANY	MISC. PLUMBING SUPPLIES	SEWER LIFT STATION	37.10
	HD FOWLER COMPANY		SEWER LIFT STATION	45.25
	HD FOWLER COMPANY	2" RATCHET	WASTE WATER TREATMENT	69.92
	HD FOWLER COMPANY	MISC. SUPPLIES LIFT STATION	SEWER LIFT STATION	76.63
	HD FOWLER COMPANY		SEWER LIFT STATION	179.60
	HD FOWLER COMPANY	PLUMBING ITEMS	WASTE WATER TREATMENT	671.88
153019	HOMAGE SENIOR	CDBG - MEAL ON WHEELS OCT-DEC 2021	COMMUNITY	4,317.00
	HOMAGE SENIOR	CDBG - HOME REPAIR OCT-DEC 2021	COMMUNITY	34,378.17
153020	HOUSING HOPE	CDBG-SUPPORT SERV. OCT-DEC 2021	COMMUNITY	3,958.03
	HOUSING HOPE	COVID RENTAL ASSISTANCE OCT-DEC 2021	COMMUNITY	7,686.71
153021	INTERMOUNTAIN LOCK	V-10 KEYBLANKS	MAINT OF GENL PLANT	299.25
153022	JILK, WILLIAM EDWARD	UB REFUND	WATER/SEWER OPERATION	52.22
153023	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	23.41
153024	KELLER SUPPLY COMPAN	TOILET SEAT, GASKET, BOLTS	OPERA HOUSE	329.56
153025	KELLER, DAN	UB REFUND	WATER/SEWER OPERATION	82.39
153026	KENDALL, CAROLYN		WATER/SEWER OPERATION	23.69
153027	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	144.00
153028	LENNAR NORTHWEST INC	UB REFUND	GARBAGE	575.14
153029	MALLAHAN, MARK	MEAL	WATER DIST MAINS	18.48
153030	MARYSVILLE FOOD BANK	CDBG-FOOD BANK JULY-DEC	COMMUNITY	17,171.16
153031	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	11.78
	MARYSVILLE, CITY OF		GOLF ADMINISTRATION	216.75
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	382.10

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/26/2022 TO 1/26/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153032	MAULDING, MELINDA	CLASS WITHDRAWAL	PARKS-RECREATION	7.00
	MAULDING, MELINDA	REFUND CLASS REGISTRATION	PARKS-RECREATION	7.00
153033	MCMURREN, M	UB REFUND	WATER/SEWER OPERATION	142.04
153034	MILLS, KRISTINA		WATER/SEWER OPERATION	29.25
153035	MONIZE, SCOTT	REIMBURSEMENT CLAIM	RISK MANAGEMENT	210.74
153036	MULLEN, JESSICA	REFUND CLASS REGISTRATION	PARKS-RECREATION	52.00
	MULLEN, JESSICA		PARKS-RECREATION	52.00
153037	NAPA AUTO PARTS	BLUE DEF 2.5 GAL	STREET CLEANING	70.99
	NAPA AUTO PARTS	NAPA DEF FLUID	SOLID WASTE OPERATIONS	956.59
153038	NELSON, PENNY	REFUND CLASS REGISTRATION	PARKS-RECREATION	70.00
153039	NICHOLS, SUSANNA		PARKS-RECREATION	7.00
153040	NOBACH, VALERIE	UB REFUND	GARBAGE	203.30
153041	NORTH CENTRAL LABORA	M-FC BROTH NCL-880	WATER/SEWER OPERATION	-42.70
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	501.82
153042	NW SIGN & DESIGN	SNEEZE GUARD	UTIL ADMIN	864.84
153043	OFFICE DEPOT	CREDIT INVOICE 216789195001	TRANSPORTATION	-29.11
	OFFICE DEPOT	RETURN SCOTCH TAPE	UTIL ADMIN	-14.76
	OFFICE DEPOT		ENGR-GENL	-14.76
	OFFICE DEPOT	CREDIT #508562/#216011466001	UTIL ADMIN	-3.58
	OFFICE DEPOT		ENGR-GENL	-3.57
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	4.72
	OFFICE DEPOT		ENGR-GENL	4.72
	OFFICE DEPOT		WASTE WATER TREATMENT	12.80
	OFFICE DEPOT		ENGR-GENL	13.17
	OFFICE DEPOT		UTIL ADMIN	13.18
	OFFICE DEPOT		UTIL ADMIN	13.93
	OFFICE DEPOT		ENGR-GENL	13.93
	OFFICE DEPOT		GENERAL	18.35
	OFFICE DEPOT		ENGR-GENL	29.11
	OFFICE DEPOT		TRANSPORTATION	29.11
153044	PALITZ, JUSTIN	TRAINING/WEBINARS	UTIL ADMIN	150.00
153045	PROTOCOL PLUMBING	SNAKE/CLEAR DRAIN	PARK & RECREATION FAC	278.66
153046	PUD	ACCT #203569751	STORM DRAINAGE	8.51
	PUD	ACCT #202461026	MAINT OF GENL PLANT	17.48
	PUD	ACCT #205195373	PARK & RECREATION FAC	17.58
	PUD	ACCT #202794657	TRANSPORTATION	39.84
	PUD	ACCT #203199732	TRANSPORTATION	53.05
	PUD	ACCT #203430897	STREET LIGHTING	55.75
	PUD	ACCT #202288585	TRANSPORTATION	71.18
	PUD	ACCT #202303301	SEWER LIFT STATION	73.64
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	80.17
	PUD	ACCT #202524690	PUMPING PLANT	89.02
	PUD	ACCT #222772634	TRANSPORTATION	92.67
	PUD	ACCT #202011813	PUMPING PLANT	102.22
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	136.33
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	155.94
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	221.91
	PUD	ACCT #223013277	AFFORDABLE HOUSING	225.73
	PUD	ACCT #222025900	PUMPING PLANT	228.87
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	304.46
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	355.02
	PUD	ACCT #201247699	STREET LIGHTING	366.23
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	569.78
	PUD	ACCT #201147253	PUMPING PLANT	671.23
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,502.92
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,473.97
	PUD	ACCT #201577921	PUMPING PLANT	5,040.49
	PUD	ACCT #201420635	WASTE WATER TREATMENT	16,463.89

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/26/2022 TO 1/26/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153046	PUD	ACCT #201721180	WASTE WATER TREATMENT	19,759.48
153047	SAFEWAY INC. SAFEWAY INC.	INMATE MEDICATION	POLICE ADMINISTRATION	5.45
153048	SALATELIS, STEN & LI SALATELIS, STEN & LI SALATELIS, STEN & LI	UB REFUND	DETENTION & CORRECTION	287.15
			WATER/SEWER OPERATION	24.86
			WATER/SEWER OPERATION	31.13
			WATER/SEWER OPERATION	91.45
153049	SALVATION ARMY	COVID 19 RENTAL ASSISTANCE	COMMUNITY	16,000.00
153050	SEATTLE, CITY OF	VEST WARD	POLICE PATROL	790.06
153051	SHI INTERNATIONAL	LICENSING/EXCHGSTDCAL	POLICE PATROL	105.20
	SHI INTERNATIONAL		CUSTODIAL SERVICES	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		SOLID WASTE OPERATIONS	105.20
	SHI INTERNATIONAL		UTILITY LOCATING	105.20
	SHI INTERNATIONAL		DETENTION & CORRECTION	105.20
	SHI INTERNATIONAL		DETENTION & CORRECTION	105.20
	SHI INTERNATIONAL		COMMUNITY	105.20
	SHI INTERNATIONAL		UTILITY BILLING	105.20
	SHI INTERNATIONAL		EQUIPMENT RENTAL	105.20
	SHI INTERNATIONAL		EXECUTIVE ADMIN	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		POLICE PATROL	105.20
	SHI INTERNATIONAL		COMPUTER SERVICES	5,181.96
153052	SINGH, GURJOT	UB REFUND	WATER/SEWER OPERATION	135.92
153053	SNO CO SHERIFF & POL	SCSPCA DUES - SCAIRPON	POLICE ADMINISTRATION	75.00
153054	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	91,372.54
153055	SOUND PUBLISHING	ORDINANCE 3206	CITY CLERK	34.52
153056	SOUND PUBLISHING	ORDINANCE 3204	CITY CLERK	34.52
153057	SOUND PUBLISHING	ORDINANCE 3205	CITY CLERK	39.68
153058	SOUND PUBLISHING	ORDINANCE 3203	CITY CLERK	39.68
153059	SOUTHARD, CARYLE	UB REFUND	WATER/SEWER OPERATION	29.88
153060	SPRINGBROOK NURSERY	TRUCKING FOR SAND	SNOW & ICE REMOVAL	3,255.00
153061	SPUNDE, INTARS SPUNDE, INTARS	UB REFUND	GARBAGE	18.74
			WATER/SEWER OPERATION	159.80
153062	SUNBELT RENTALS	TRAILER RENTAL FOR STUMP GRINDING	SIDEWALK MAINTENANCE	1,739.62
153063	TAYLOR, DAVID & GAIL	UB REFUND	WATER/SEWER OPERATION	100.41
153064	THURLBY, JENNIFER		WATER/SEWER OPERATION	108.29
153065	TRONSON, JASON		WATER/SEWER OPERATION	115.65
153066	TYLER TECHNOLOGIES	SOCRATA OPEN FINANCE	FINANCE-GENL	10,436.07
153067	UNITED PARCEL SERVIC	SHIPPING & LATE FEE	POLICE PATROL	84.54
153068	VOLUNTEERS OF AMERIC	CDBG-COVID 19 RENTAL ASSISTANCE	COMMUNITY	50,864.18
153069	WALSH, RICHELL	UB REFUND	WATER/SEWER OPERATION	204.58
153070	WHITE CAP CONSTRUCT WHITE CAP CONSTRUCT WHITE CAP CONSTRUCT	EXPANSION JOINT/HARNESS	SIDEWALK MAINTENANCE	221.84
			ROADSIDE VEGETATION	221.85
		FALL HARNESES	ROADSIDE VEGETATION	296.40
153071	YOUNG, MICHAEL	TRAINING	POLICE INVESTIGATION	225.00
153072	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	72.25
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	86.77
153073	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	52.65
153074	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	59.19
	ZIPLY FIBER		UTIL ADMIN	59.20

DATE: 1/26/2022
TIME: 2:52:05PM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/26/2022 TO 1/26/2022

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u>484,223.29</u>
152497	MERICKA GROUP, LLC	INITIATOR ERROR		\$172,225.38
152618	MILLS, KRISTINA	INITIATOR ERROR		\$29.25
152848	CASCADE COLUMBIA	INITIATOR ERROR		\$58,451.22
152888	BRIAN WAITE	INITIATOR ERROR		\$650.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$252,867.44

Update
Index #17

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 14, 2022

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 February 10, 2022 payroll in the amount \$1,583,741.25, paid by EFT Transactions and Check No. 33807 through 33831.

COUNCIL ACTION:

Index #8

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: February 7, 2022**

AGENDA ITEM:	
Snohomish County Human Services Grant	
PREPARED BY:	DIRECTOR APPROVAL:
Dave Hall	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Snohomish County Human Services Contract	
BUDGET CODE:	AMOUNT:
00110337 370700	\$15,000.00
<p>SUMMARY: The Parks, Culture and Recreation Department has been awarded a renewal grant-in-aid agreement through the Snohomish County Human Services Department to offset personnel costs and benefits for senior programs. The total grant of \$15,000 will cover part of the salary of the Program Specialist assigned to the Ken Baxter Community Center.</p> <p>The Parks, Culture and Recreation Department will generate all reporting documents required by Snohomish County for this grant.</p>	

RECOMMENDED ACTION:

Staff recommends that the Council authorize the Mayor to sign the “Snohomish County Human Service Contract”.

Snohomish County Human Services
 3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
 (425) 388-7200



CONTRACT SPECIFICS	Contract Number: <u>A-22-75-03-200</u> Maximum Contract Amount: <u>\$15,000</u>		
	Title of Project / Service: <u>Senior Centers</u>		
	Start Date: <u>01/01/2022</u>	End Date: <u>12/31/2022</u>	Status Determination: <u>Contractor</u>
CONTRACTING ORGANIZATION	Agency Name: <u>City of Marysville / Ken Baxter Community Center</u>		
	Address: <u>6915 Armar Road</u>		
	City, State & Zip: <u>Marysville, WA 98270</u>	IRS Tax No. / EIN: <u>91-6001459</u>	
	Contact Person: <u>Dave Hall</u>	Unique Entity Identifier: <u>076658673</u>	
	Telephone: <u>(360) 363-8403</u>	Email Address: <u>dhall@marysvillewa.gov</u>	
FUNDING SPECIFICS	Funding Authority: <u>2022 County Budget Ordinance: County General Revenue, 1/10th of 1% Sales Tax</u>		
	ALN* No. & Title: <u>N/A</u>		
	Funding Specifics: <u>SCCO 21-093, RCW 82.14.460</u>		
	Federal Agency: <u>N/A</u>	Federal Award ID No: <u>N/A</u>	Federal Award Date: <u>N/A</u>
COUNTY	Program Division	Contact Person	Contact Email
	<u>Long Term Care and Aging</u>	<u>Michal Glauner</u>	<u>michal.glauner@snoco.org</u>
			<u>425-388-7407</u>

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions HSD-2018- 103-200, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018- 103-200, maintained on file at the Human Services Department:

<u>Specific Terms and Conditions</u>	<u>Attached as Exhibit A</u>	<u>Senior Center Standards</u>	<u>Attached as Exhibit M</u>
<u>Statement of Work/Project Description</u>	<u>Attached as Exhibit B</u>		
<u>Approved Contract Budget</u>	<u>Attached as Exhibit C</u>		
<u>Major Incident Policy Procedures</u>	<u>Attached as Exhibit I</u>		

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS. * ALN is the Assistance Listing Number formerly known as CFDA number for federal funding

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

 (Signature) (Date)

 (Title)

 Mary Jane Brell Vujovic, Director
 Department of Human Services (Date)

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

SENIOR CENTERS

I. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this Contract, the Agency shall comply with the *Building Excellence: National Council on Aging/National Institute of Senior Centers- The National Senior Center Self-Assessment Process*, 2010 edition, Feb. 2012 revision, incorporated by reference and maintained on file at Snohomish County Human Services Long Term Care & Aging, hereinafter referred to as "County."

II. REPORTING REQUIREMENTS

The Agency shall submit required reports (electronic submission preferred) in a report format supplied by the County. The County may withhold payment until receipt of overdue reports.

Report Titles	Due Date
Senior Center Quarterly Report: Unduplicated Participants, Volunteer Hours, Large Events, Special Events and Activities, and a list of on-going programs and services	15th of the month following the reporting quarter
2022 Opioid Education Outreach Report	January 31, 2023
All regularly published and mailed senior center newsletters, brochures, and other documents that detail programs/services	When printed and/or published

III. HOURS OF SERVICE

The Agency shall be open and provide services during normal business hours of 10:00 a.m. through 3:00 p.m. Monday through Friday. Adjustments to these hours shall be approved by the County.

IV. REIMBURSEMENT

In addition to the Reimbursement Procedures in Section XXXII of the Basic Terms and Conditions agreement, the Agency shall submit monthly requests for reimbursement based on program expenses, accompanied with monthly expenditure reports showing line-item expenditures corresponding to the attached Exhibit C, Contract Budget or amended Exhibit C.

V. TRAINING REQUIREMENTS

The Agency shall establish a training plan for all employees performing services under this Contract. The plan shall provide for orientation of new employees and ongoing in-service training for continuing employees. The training must be provided by qualified persons and will include either formal training sessions or on-the-job training. The dates and topics of training received shall be documented in a central file or in the personnel files of all employees who have received the training.

VI. EMERGENCY PROCEDURES

- A. The Agency shall establish written procedures to be followed in the event a client becomes ill or is injured while at the Agency senior center or if staff is at the client's home. The plan must be thoroughly explained to staff and volunteers.
- B. The Agency shall have a plan for serving clients during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those clients who are most at risk.
 1. When services are delivered at the Agency senior center, the plan will include contact information for high-risk clients, a list of emergency services, and stores of emergency provisions.
 2. When services are delivered off site, the plan will include contact information for high-risk clients.

VII. CLIENT GRIEVANCE PROCEDURES

Written information regarding Grievance Procedures shall be posted in the Agency senior center in a location readily visible to clients.

VIII. INTERAGENCY COORDINATION

The Agency shall identify agencies with whom it has regular relationships and whose activities bear a substantial impact upon the delivery of services under this

Contract. The Agency shall negotiate and execute working agreements with these agencies to assure coordinated services and appropriate referral procedures.

IX. STAFF REQUIREMENTS

The Agency shall retain sufficient qualified staff (paid or volunteer) to perform the following services:

- A. Administration and staff supervision;
- B. Service operations;
- C. Accounting;
- D. Clerical services; and
- E. Custodial services.

X. NONDISCRIMINATION

In addition to the provisions contained in Section XVII of the Basic Terms and Conditions agreement referenced on the Contract face page, the following terms apply:

The Agency and any subagencies shall comply with International Building Code Requirements for Barrier-Free Accessibility, WAC 51-50-005, as amended. The Agency and subagencies shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all programs and services for the disabled community.

XI. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities of senior center operations annually or as deemed appropriate by the County.

XII. ENTIRE AGREEMENT

This Contract, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or bind the parties.

EXHIBIT B
STATEMENT OF WORK
SENIOR CENTERS

I. SERVICE DEFINITION

The Agency shall operate or provide for the operation of a senior center. A senior center is a community facility where Snohomish County residents, age 55 and over, come together for services and participate in activities that reflect their experience and interests, enhance their dignity, support their independence and encourage involvement in and with the senior center and the community.

II. MINIMUM SERVICE REQUIREMENTS

The Agency shall meet the minimum service requirements described below:

A. Reports

The Agency shall promptly submit all required reporting forms completed in prescribed detail on the dates set forth in Exhibit A, Specific Terms and Conditions. The County may withhold payment until receipt of overdue reports.

B. Unduplicated Participants

The Agency shall provide programs, services and activities to a minimum of 250 unduplicated participants per year. An unduplicated participant is an eligible participant who is counted only once during a funding year without regard to how many direct services and activities the participant engages in.

C. Quarterly Reports

The Agency shall submit Quarterly Reports, on a report form supplied by the County, that document verifiable unduplicated participant data, total volunteer hours for the quarter, data for large events, special events and activities, and a list of on-going programs and services held at the senior center. To be eligible as a participant, a person must be a Snohomish County resident, aged 55 or older, who has signed in and participated in a center-sponsored activity and for whom the Agency has a name, date of birth and/or age, and address.

D. Opioid Education Outreach Activities

In collaboration with the County, the Agency shall, at a minimum, provide one (1) opioid education training and/or presentation during the Contract period and promote public awareness of opioid educational trainings and/or presentations to senior center members and the community. Opioid educational trainings and/or presentations shall be approved by the County and shall take place in-person or virtually using Zoom or another video conferencing platform.

1. The Agency shall, at a minimum, deliver the following opioid education outreach activities:
 - a. Provide at least one (1) opioid education training and/or presentation during the Contract period that includes the proper use, handling and disposal of prescription medication with an emphasis on opioids.
 - b. For in-person trainings or presentations, the Agency must document the number of participants who attend the event.
 - c. For virtual trainings or presentations, the Agency must document the number of participants who view the event.
 - d. Provide messaging of scheduled trainings and/or presentations in senior center newsletters, flyers, website, email, etc. The County shall notify the Agency of scheduled training and/or presentation opportunities.
 - e. Publish opioid abuse prevention curriculum provided or approved by the County in the Agency's senior center newsletter or other publications at least two (2) times during the Contract period.

2. Opioid Education Outreach Report

The Agency shall maintain documentation of outreach activities delivered and submit electronically in a report form supplied by the County no later than January 31, 2023.

E. Snohomish County Senior Center Standards

The Agency shall organize and operate the senior center in compliance with the attached Exhibit M, Snohomish County Senior Center Standards, which are derived from the National Council on Aging / National Institute of Senior Centers National Accreditation standards.

F. Council on Aging Senior Center Committee

The Agency shall send a representative to scheduled Council on Aging Senior Center Committee meetings.

**EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
SENIOR CENTERS**

AGENCY NAME: City of Marysville / Ken Baxter Community Center

CONTRACT PERIOD: 1/1/2022 to 12/31/2022

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
County General Revenue	1/1/2022 - 12/31/2022	\$ 7,500		\$ 7,500
1/10th of 1% Sales Tax	1/1/2022 - 12/31/2022	\$ 7,500		7,500
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 15,000	\$ -	\$ 15,000

MATCHING RESOURCES:

N/A

TOTAL MATCHING RESOURCES: \$ -

MATCH REQUIREMENTS FOR CONTRACT: % N/A AMOUNT: _____

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE County General Revenue	FUND SOURCE 1/10th of 1% Sales Tax	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
Salaries/Wages	\$ 7,500	\$ 7,500					\$ 15,000		
Benefits									
Supplies/Minor Equip.									
Prof. Services									
Postage									
Telephone									
Mileage/Fares									
Meals									
Lodging									
Advertising									
Leases/Rentals									
Insurance									
Utilities									
Repairs/Maint.									
Client Flex Funds									
Client Rent									
Printing									
Dues/Subscrip.									
Regis./Tuition									
Machinery/Equip.									
Administration									
Indirect									
Occupancy									
Miscellaneous									
Misc. Construction									
Acquisition									
Relocation									
TOTAL	\$ 7,500	\$ 7,500					\$ 7,500	\$ -	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
\$ 15,000	Salarie/Wages	Salary for part-time Center Staff Person
\$ 15,000	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
Program Assistant	Revenue & 1/10th of 1% Sales Tax	100.00%	\$1,250	\$1,250	12.00	\$15,000
TOTAL:						\$15,000

NOTE: Above figures may reflect rounding

EXHIBIT I
MAJOR INCIDENT REPORTING POLICIES AND PROCEDURES
SENIOR CENTERS

I. POLICY

- A. The Agency must report suspected abuse, abandonment, neglect, self-neglect, exploitation and financial exploitation of vulnerable adults or children immediately to DSHS Adult Protective Services (APS) at 866-221-4909 or Child Protective Services (CPS) at 866-363-4276 per RCW 74.34 and RCW 26.44.

If the person you suspect is being abused or neglected is living in a nursing home, assisted living facility, or adult family home, call the DSHS Complaint Resolution Unit Hotline at 800-562-6078 or submit an online report.

- B. The Agency must report major incidents as outlined below to the County, in addition to any other mandated reporting authorities, within one business day from when the Agency becomes aware of the incident. When personal safety is at stake, reporting should occur as soon as the safety of all persons is assured and all necessary emergency measures have been taken. This refers specifically to County contracted services.
1. Death, disappearance, or significant injury requiring hospital admission of a client when suspicious or unusual;
 2. Major disruption of a County contracted service;
 3. Any event involving known media interest or litigation;
 4. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client or Agency staff;
 5. Confidential data loss that would potentially compromise the security or privacy of confidential information held by the County or the Agency;
 6. Any breach or loss of client data in accordance with HIPAA regulations; and
 7. Credible allegations of fraud committed against the Agency by staff or volunteers.

- C. If the County becomes aware of major incidents as described in Section I. B., which may not be known by the Agency, the County will report the incident to the Agency's management within one business day of when the County becomes aware of the incident.
- D. Each Agency must distribute the Major Incident Reporting Policies and Procedures to all of its employees.

II. PROCEDURES

- A. Agencies will establish a written policy on procedures to follow in reporting major incidents to the County, with clearly delineated chain of command.
- B. Major incidents as described in Section I.B. must be reported by phone or email to the LTCA supervisor or County division manager. The report must include the following:
 - 1. A description of the issue;
 - 2. Relevant background;
 - 3. Agency actions or recommendations; and
 - 4. Follow up if needed to close out the issue.

EXHIBIT M
SNOHOMISH COUNTY
SENIOR CENTER STANDARDS

I. PURPOSE AND PLANNING

A senior center shall:

- A. Present a mission statement consistent with the National Council on Aging (NCOA) and National Institute of Senior Centers (NISC) senior center definition and philosophy.
- B. Use a written planning document with goals, objectives and action plans based on its mission.

II. COMMUNITY CONNECTIONS

A senior center shall:

- A. Participate in cooperative community planning, establish service delivery arrangements with other community partners, and serve as a focal point in the community.
- B. Provide information and referral services at the senior center.

III. GOVERNANCE

- A. A senior center shall be organized to create effective relationships among participants, staff, governing structure, and the community in order to achieve the senior center's mission, goals and objectives.
- B. A senior center's governing structure shall be organized to operate efficiently and effectively.
- C. The governing structure shall have written documents that define and establish procedures for the following (must have a minimum of 8):
 - 1. Qualifications for membership in the governing structure;
 - 2. Election, designation and tenure of officers;
 - 3. Specification of officers' and members' duties;

4. Announcement and schedule of ongoing and special meetings;
 5. Designation and role of committees;
 6. Parliamentary procedures for the conduct of meetings;
 7. Quorums and what constitutes presence at a meeting;
 8. Recording of minutes;
 9. Amending written documents;
 10. Development and enforcement of a “Conflict of Interest” statement and full disclosure for decision making bodies;
 11. “Whistle blower” policy;
 12. Investment policy; and
 13. Dissolution of the organization and its assets (if needed).
- D. The governing structure shall perform or delegate the following responsibilities:
1. Hold regular meetings and make minutes available to interested individuals;
 2. Formulate, and regularly review, senior center mission, goals and objectives;
 3. Establish policies and procedures and maintain standards of operation;
 4. Regularly evaluate senior centers activities and services;
 5. Develop, adopt and implement an annual budget, receive financial reports, make contracts, and arrange for an annual independent audit or financial review per the Basic Terms and Conditions, Section XXXIV, Audit Requirements;
 6. Employ a chief administrative person who manages the daily affairs of the center in accordance with policies and procedures;
 7. Secure physical facilities;
 8. Coordinate senior center’s program with other agencies to ensure provision of adequate services for older adults in the community;
 9. Plan and carry out public information activities; and

10. Establish a participant organization and, if possible, arrange for its representation in the governing structure.

E. Committees have clearly defined responsibilities. They consist of designated members who regularly meet, document minutes, and make them available to the governing structure and other members of the senior center.

IV. ADMINISTRATION AND HUMAN RESOURCES

The senior center shall have clear administrative and human resources policies and procedures in place that contribute to the effective management of its operation. It shall be staffed by qualified personnel, paid and volunteer, capable of implementing its programs and services for its participants.

V. PROGRAM PLANNING

A. As part of a comprehensive community strategy to meet the needs of older adults, senior centers offer services and activities within the center, outside the center, and link participants with resources offered by other agencies. Senior center programs consist of a variety of individual and group services and activities that include, but are not limited to, the following:

1. Health and wellness;
2. Arts and humanities programming;
3. Intergenerational programs and activities;
4. Employment assistance;
5. Information and referral services;
6. Social, recreational and community action opportunities;
7. Transportation services;
8. Volunteer and civic engagement opportunities;
9. Educational opportunities;
10. Financial and benefits assistance; and
11. Meal and nutrition programs.

B. Senior centers shall provide a minimum of twelve (12) different programs and activities a contract year. Programs and activities must be provided in at least six (6)

Exhibit M

A-22-75-03-200

City of Marysville / Ken Baxter Community Center

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different categories listed above. The same program/activity may not be used for multiple categories.

VI. EVALUATION

- A. The senior center shall have appropriate and adequate arrangements to evaluate and report on operations and programs on a regular basis.
- B. The senior center shall demonstrate an understanding and implementation of evaluations to seek outcome-based measurements.

VII. FISCAL AND ASSET MANAGEMENT

The senior center shall practice sound fiscal planning, management of assets, maintenance of information, financial record keeping, and reporting including:

- A. Preparation and publishing of an annual budget document;
- B. The senior center's budget, accounting and financial reporting practices conform to an appropriate and accepted accounting standard; and
- C. Liability insurance coverage for assets, staff, participants, volunteers and governing structure.

VIII. RECORDS AND REPORTS

- A. The senior center shall keep complete records required to operate, plan and review its programs including:
 - 1. Standardized participant records;
 - 2. Program records and reports on services and activities; and
 - 3. Confidentiality policy limiting access to certain records and files.
- B. The senior center shall regularly prepare and circulate reports to inform its governing structure, participants, staff, funders and the public about all aspects of its operation, program and services.

IX. FACILITY AND OPERATIONS


- A. A senior center shall establish facilities that promote effective program operation and provide for the health, safety and comfort of participants, staff and community.
- B. A senior center provides barrier-free access in accordance with applicable laws.

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 14, 2022

AGENDA ITEM:		
HVAC Maintenance & Repair Services Contract- Supplemental Agreement No. 4		
PREPARED BY:	DIRECTOR APPROVAL:	
Tony Colinas, Parks and Support Services Supervisor		
DEPARTMENT:		
Public Works - Facilities		
ATTACHMENTS:		
Supplemental Agreement No. 4		
BUDGET CODE:	AMOUNT:	
Various	\$75,000.00	
SUMMARY:		
<p>On January 2, 2019, the City solicited bids for the maintenance and repair of the City's facilities HVAC systems and components. The City received two responsive bid proposals with D.K. Systems providing the lowest bid for requested services. The contract is for one year with the option to extend for three additional one-year terms.</p> <p>This will be the fourth Supplemental Agreement to the contract and the third one-year extension to the contract. Supplemental Agreement No. 4 is requesting \$75,000.00 additional funds and will extend the contract to April 2023. The not to exceed total contract sum increases to \$257,000.00</p>		
Description	Increase	NTE Amount
Original Contract	\$75,000	
Supplemental Agreement No. 1	\$55,000	\$130,000
Supplemental Agreement No. 2	\$35,000	\$165,000
Supplemental Agreement No. 3	\$17,000	\$182,000
Supplemental Agreement No. 4	\$75,000	\$257,000

RECOMMENDED MOTION:

Staff recommends that Council authorize the Mayor to sign and execute the HVAC Maintenance and Repair Services contract Supplemental No. 4 between the City of Marysville and D.K. Systems for a new total contract price of \$257,000.00 and extend the contract to April 2023.

**SUPPLEMENTAL AGREEMENT NO. 4 TO
SMALL PUBLIC WORKS CONTRACT BETWEEN
CITY OF MARYSVILLE
AND D.K. SYSTEMS INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 4 (“Supplemental Agreement No. 4”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and D.K. Systems, Inc., a Washington Corporation (“Contractor”).

WHEREAS, the parties hereto have previously entered into an agreement for HVAC Maintenance and Repair Services (the “Original Contract”), said Original Contract being dated March 26, 2019; and

WHEREAS, the parties extended the term and provided additional compensation of the Original Contract in a supplemental agreement (the “Supplemental Agreement No. 1”), said Supplemental Agreement No. 1 being dated May 12, 2020; and

WHEREAS, the parties provided additional compensation of the Original Contract in a supplemental agreement (the “Supplemental Agreement No. 2”), said Supplemental Agreement No. 2 being dated December 1, 2020; and

WHEREAS, the parties extended the term and provided additional compensation of the Original Contract in a supplemental agreement (the “Supplemental Agreement No. 3”), said Supplemental agreement No. 3 being dated March 23, 2021

WHEREAS, both parties desire to extend the term and provide additional compensation of the contract in a supplemental agreement,

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

1. Section 2 of the Original Contract, “Term of Contract”, the parties agree to extend the term of the contract for an additional one (1) year. For the avoidance of doubt, this Supplemental Agreement No. 4 is the third one-year extension.

2. Section 4.a. of the Original Contract, “Total Contract Sum for the Project”, is amended and shall read as follows: “The City shall pay the Contractor for satisfactory completion of the Project, a Total Contract Sum not to exceed **TWO HUNDRED FIFTY SEVEN THOUSAND DOLLARS (\$257,000.00)** including all applicable Washington State Sales Tax.”

The total compensation payable to the Contract is summarized as follows:

Original Agreement:	<u>\$75,000.00</u>
---------------------	--------------------

Supplemental Agreement No. 1: \$55,000.00
 Supplemental Agreement No. 2: \$35,000.00
 Supplemental Agreement No. 3: \$17,000.00
 Supplemental Agreement No. 4: \$75,000.00
 Grand Total: \$257,000.00

3. Each and every provision of the Original Contract for Small Public Works dated March 26, 2019, shall remain in full force and effect, except as modified herein.


DATED this _____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
 Jon Nehring, Mayor

DATED this 27 day of January, 2022.

D.K. SYSTEMS, INC.

By 
 Darron Drake
 Its: President

ATTEST/AUTHENTICATED:

 Deputy City Clerk


Approved as to form:

 Jon Walker, City Attorney

Index #10

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/7/2022

AGENDA ITEM:	
Interview Room Cameras for Public Safety Building & Jail: Axon Enterprise, Inc. 5-year costs	
PREPARED BY:	DIRECTOR APPROVAL:
Chief Erik Scairpon	 1.25-22
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
00103 222.541000	\$90,687.51
<p>SUMMARY: This is the 60-month (5 year) outline of costs associated with installing interview room camera recording solutions for the new public safety building and the municipal jail. The new police facility has three interview rooms and the jail has one interview room that needs outfitting with this equipment.</p> <p>The department selected Axon as the vendor for this equipment to seamlessly integrate into our new digital evidence workflow and complete compatibility with the department's body-worn camera solution. This option will allow police interviews to be seamlessly shared with prosecutors and easily provided through discovery to defense attorneys.</p> <p>The department owns an old interview room video solution for two room in the existing PD. This system is incompatible with our current digital evidence workflow. The quality of video from this system is not as good as newer equipment will meet in terms of video quality. This system is currently out of maintenance and is technically outdated and unreliable.</p> <p>The contract with Axon includes camera hardware, installation, digital storage, and software licensing. As outlined in the attachments, by purchasing these services on a 60-month schedule, there is a savings of \$18,810.01. At the end of the current contract, the City owns the camera hardware but will need to continue contracting for digital evidence storage and licensing.</p> <p>As part of this proposal, the police department suggests using narcotics seizure funds to cover the first year of the contract (\$18,137.50). This funding option leaves a remainder of \$18,137.50 that will need to be budgeted for annually in the 2023-24 and 2025-26 Police Department budget cycles. This request is also added as a place holder to 2023-24 budget discussions but considered here to time with occupation of the new building.</p>	

RECOMMENDED MOTION: Approve the Mayor to sign the Police Interview Room camera contract with Axon Enterprise INC. in the amount of \$90,687.51.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-356897-44585.793RH

Issued: 01/24/2022

Quote Expiration: 12/31/2021

EST Contract Start Date: 04/01/2022

Account Number: 106985

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-1635 Grove St 1635 Grove St Marysville, WA 98270-4301 USA	Marysville Police Dept. - WA 1635 Grove St Marysville, WA 98270-4301 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Hall Phone: Email: rhall@axon.com Fax:	James Maples Phone: (360) 363-8470 Email: jmaples@marysvillewa.gov Fax:

Program Length	60 Months
TOTAL COST	\$86,280.19
ESTIMATED TOTAL W/ TAX	\$90,687.51

Bundle Savings	\$12,430.18
Additional Savings	\$6,379.83
TOTAL SAVINGS	\$18,810.01

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	Mar, 2022	\$881.46	\$18,137.50
Year 2	Mar, 2023	\$881.46	\$18,137.50
Year 3	Mar, 2024	\$881.46	\$18,137.50
Year 4	Mar, 2025	\$881.46	\$18,137.50
Year 5	Mar, 2026	\$881.46	\$18,137.50

Quote Details

Bundle Summary

Item	Description	QTY
IR2CA	Interview Room 2 Camera Advanced	4
DynamicBundle	Dynamic Bundle	2

Bundle: Interview Room 2 Camera Advanced Quantity: 4 Start: 4/1/2022 End: 3/31/2027 Total: 84760.19 USD

Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Storage	50045	INTERVIEW - SOFTWARE - UNLIMITED E.COM STORAGE (PER CAMERA)	8	\$99.00	\$0.00	\$81.02	\$38,889.61
Basic E.com License	73840	EVIDENCE.COM BASIC LICENSE	1	\$15.00	\$68.49	\$12.28	\$736.55
Port Switches	50221	INTERVIEW - SWITCH - HP 24 PORT	1	\$1,305.00	\$99.33	\$1,067.99	\$1,067.99
Camera Bundles	50298	INTERVIEW - CAMERA - OVERT DOME	4	\$796.00	\$242.33	\$651.43	\$2,605.73
Camera Bundles	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$595.00	\$181.14	\$486.94	\$1,947.75
Installation	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	4	\$2,500.00	\$761.10	\$2,045.96	\$8,183.84
Extended Warranty	50448	EXT WARRANTY, INTERVIEW ROOM	4	\$21.62	\$394.92	\$17.69	\$4,246.43
Client Software	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	4	\$1,500.00	\$456.65	\$1,227.58	\$4,910.30
Touch Panel Maintenance	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P)	4	\$25.00	\$456.65	\$20.46	\$4,910.30
Hardware	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	4	\$1,600.00	\$487.10	\$1,309.41	\$5,237.66
Wall Mount	74056	INTERVIEW - TOUCH PANEL WALL MCUNT	4	\$64.00	\$19.48	\$52.38	\$209.51
Servers	50294	INTERVIEW - SERVER - LITE	2	\$1,950.00	\$296.82	\$1,595.85	\$3,191.70
License	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$1,750.00	\$266.38	\$1,432.17	\$2,864.34
Maintenance	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$29.17	\$266.42	\$23.87	\$2,864.67
Microphone	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$196.50	\$59.83	\$160.81	\$643.25
Microphone	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$196.50	\$59.83	\$160.81	\$643.25
Enclosure Options	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	\$121.00	\$36.84	\$99.02	\$396.10
Sensor Unit	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	\$370.00	\$112.65	\$302.80	\$1,211.21

Bundle: Dynamic Bundle Quantity: 2 Start: 4/1/2022 End: 3/31/2027 Total: 1520 USD							
Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Other	50220	INTERVIEW - SWITCH - HP 8 PORT	2	\$760.00	\$141.36	\$760.00	\$1,520.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/24/2022

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7

Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8

Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9

Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

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- 10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination**.
- 17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be
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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address:
City, State, Zip:
Email:

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.
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Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon’s development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, “**ACEIP Purposes**”). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, “**ACEIP Content**”). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual (“**Privacy Preserving Technique(s)**”). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content (“Use Case”). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) (“**New Use Case**”).

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon’s services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

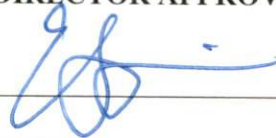
Check this box if Agency wants to help further improve Axon’s services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 02/07/2022

AGENDA ITEM:	
Julota Software as a Service License Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Chief Erik Scairpon	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
None	Zero
<p>SUMMARY: This agreement represents a contract that allows members of the regional Mental Health Field Response Team to use a database called Julota to enter client information. This request connects to the IMPACT MHP team funded through grant funds from the Washington Association of Sheriffs and Police Chiefs (WASPC).</p> <p>There is no cost to the City to use this program. Mental Health Professionals enter client data into the database following contact with the client through the Embedded Social Worker Program. The City has approached WASPC about using this same program as a case management tool for our in-house embedded social worker program and received a favorable response.</p> <p>The Julota case management software serves as a data collection program. It is one of the primary methods of evaluating the success of the grant efforts. It is also required to use the Julota program to accept grant funds for the MHP IMPACT team from WASPC.</p> <p>WASPC holds the fiscal responsibility for the overall Julota system.</p>	

RECOMMENDED MOTION: Approve the mayor to sign the agreement with Julota to support data collection and grant evaluation of the City's regional mental health grant with WASPC.



Software as a Service (SaaS) License Agreement

This Software as a Service License Agreement ("SaaS Agreement"), effective on **July 1, 2021** ("Effective Date"), is made by and between TouchPhrase Development, LLC d/b/a Julota, which has a place of business at 102 S. Tejon St., Ste. 1100, Colorado Springs, CO 80903 ("Julota"), and Marysville Police Department, with offices at 1635 Grove Street, Marysville, WA 98270 ("Customer"), in exchange for the mutual promises contained herein, the receipt and legal sufficiency of which are acknowledged. Julota and Customer shall be collectively referred to as the "Parties".

Julota provides a platform for organizations: a) to provide services directly to individuals seeking assistance through it; b) to coordinate with other individuals or organizations to provide services to individuals seeking assistance that it does not provide directly; c) to cooperate with other organizations to identify services needed for individuals seeking assistance; or d) to assemble, monitor and direct Care Team(s) (defined below).

1. DEFINITIONS.

1.1 Care Team means an individual or an organization used or assembled by or through Customer or on behalf of Customer or in conjunction with Customer to assist Customer, directly or indirectly, in providing to a Help Seeker (defined below) the assistance he or she seeks or requires.

1.2 Community Partner means any organization that provides services to a Help Seeker through Customer utilizing the Hosted Service.

1.3 Customer Data means any data collected through the provision of these services, excluding publicly available data and data previously obtained by Julota. Customer Data may include Personal Data.

1.4 Documentation means any user guide, help information and other documentation and information regarding the Hosted Service that is delivered by Julota to Customer in electronic or other form, if any, including any updates provided by Julota from time to time.

1.5 Health Privacy Laws means (i) the Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations ("HIPAA"); (ii) HITECH; (iii) 42 C.F.R. Part 2, as may be amended from time to time; and (iv) any other applicable federal or state statute, regulation, administrative or judicial ruling requiring a Party to protect the confidentiality, privacy and/or security of Personal Data and other healthcare-related information pertaining to Help Seekers.

1.6 Help Seeker(s) means the individual seeking assistance from or through the Customer for health or non-health related assistance.

1.7 Hosted Service means the real-time website service hosted by Julota and provided to Customer from time to time. The Hosted Service includes any change, improvement, extension or other new version thereof that is developed or otherwise made available to Customer.

1.8 Julota API means the Julota application programming interface, scripts, widgets, embeddable snippets and other tools that allow Customer to integrate the Customer's website or any other system of Customer with all or part of the Hosted Services.

1.9 Personal Data means any personal information that Julota collects, receives, or obtains, from Customer that does or can identify a specific individual or by or from which that specific individual may be identified, contacted or located, such as the individual's name, address, social security number, or any information that applicable law defines as personally identifiable information or information protected by Health Privacy Laws. Personal Data includes, but is not limited to, Protected Health Information (defined below).

1.10 Platform means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, content, graphics, techniques, methods, processes, algorithms, code, know-how, trade secrets and other technologies, implementations and information that are used by Julota in providing the Julota services, including any innovations, revisions, enhancements, upgrades or improvements of the foregoing.

1.11 Protected Health Information or PHI shall have the same meaning as the term "protected health information" as defined under HIPAA.

1.12 Services means, collectively, the Hosted Service, Platform, Julota API (if available or applicable), Documentation, as described in the applicable SOW (defined below).

2. SERVICES. Subject to the terms and conditions of this SaaS Agreement, Julota will provide Customer with access to the Services as described in each Statement of Work ("SOW") executed by Julota, Customer and Washington Association of Sheriffs and Police Chiefs ("WASPC") and attached hereto (each, including any Appendices attached thereto, a "WASPC-CCS SOW"), or executed by Julota and Customer and attached hereto. The initial WASPC-CCS SOW is attached hereto as Exhibit B and dated on the same date(s) as this SaaS Agreement is executed. Each SOW will be subject to the terms of this SaaS Agreement and, if signed by WASPC, the terms of the Agreement to Pay for Services Rendered to a Third Party executed by WASPC (the "Agreement"). In the event of any conflict between the terms and conditions of this SaaS Agreement and the terms and conditions of a SOW, the terms and conditions of the SOW shall govern as to that SOW only. Customer's use of the

Services is subject to this SaaS Agreement and the applicable SOW.

3. LICENSE GRANT.

3.1 License Grant to Customer. Subject to the terms and conditions of this SaaS Agreement, Julota grants Customer, as described in the applicable SOW, during the term of the applicable SOW and the term of this SaaS Agreement (whichever period is shorter), a non-exclusive, non-transferable right and license to access and use the Services as provided for in the applicable SOW. The Services will also be provided pursuant to the service levels set forth in the Service Level Agreement ("SLA"), which is attached as Exhibit A. For Services provided through an SOW entered into through the Agreement, any service level credits will be credited to WASPC's payment obligations.

3.2 License Restrictions for Customer. Customer shall not, directly or indirectly, permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services; (iv) make the use of the Services available to anyone other than for its own internal purposes (except as expressly set forth in the applicable SOW); (v) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (vi) remove any proprietary notices from the Services or any other Julota materials furnished or made available hereunder; (vii) publish or disclose to third parties any evaluation of the Services; (viii) use the Services in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, or any other data or code for detecting malicious code or data; or (ix) use the Services to build a competitive product or service, or copy any features, functions or graphics of the Services.

3.3 API License. If provided for in the applicable SOW, Julota hereby grants Customer, during the term of the applicable SOW, a nonexclusive, nontransferable, nonassignable, license to access and use the Julota API solely in connection with its use of the Services.

3.4 License Grant to Julota. Customer grants Julota, subject to the terms and conditions of this SaaS Agreement, during the term of this SaaS Agreement and the applicable SOW, a non-exclusive, non-transferable, non-sublicensable license for it to use Customer Data and its trademarks (the "Marks") for the sole purpose of providing the Services or as otherwise set forth in this SaaS Agreement. Customer reserves all ownership and other rights in the Customer Data and the Marks not expressly included herein and nothing in this SaaS Agreement shall be deemed to convey or transfer to Julota any ownership rights in or to the Customer Data or the Marks. Notwithstanding the foregoing, Customer understands that a third party may also claim ownership of Customer Data.

3.5 License Restrictions for Julota. Julota's license to the Marks is subject to the following restrictions: (i) all of Julota's uses of the Marks must be preapproved by Customer; (ii) Julota shall not use any Marks in such a way as to give the impression that they are the property of anyone other than Customer; and (iii) Julota shall comply with Customer's trademark guidelines, if any, and any other reasonable requirements established by Customer concerning the style, design, display, and use of its Marks. Customer's trademark guidelines, if any, are attached as Exhibit C.

4. PRIVACY. Julota may collect or store Customer Data, which may contain Personal Data concerning Help Seekers in connection with the provision of the Services. Julota will comply with its non-disclosure obligations set forth in this SaaS Agreement. The Parties agree to comply with the requirements of all Health Privacy Laws. The Parties agree that Julota will serve as a Business Associate with respect to certain Services it provides to Customer. Accordingly, as it applies to such Services, the Parties shall execute and abide by the terms set forth in the business associate agreement attached hereto and incorporated herein as Exhibit D ("BAA").

5. PASSWORDS / SECURITY / DISCLOSURE.

5.1 Passwords. Customer is responsible for maintaining the confidentiality of its passwords. Customer is solely responsible for any and all activities that occur under its account and all charges incurred from use of the Services accessed with Customer's passwords. Customer agrees to immediately notify Julota of any unauthorized use of Customer's account or any other breach of security known to Customer. Julota shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

5.2 Security. Julota will maintain the Services at a third-party hosting facility and will implement industry standard security precautions, which are intended to prevent unauthorized access to Customer Data, and all applicable security protections and safeguards required of Julota by Health Privacy Laws. Customer acknowledges that, notwithstanding such security precautions, use of, or connection to, the internet could potentially result in unauthorized third parties circumventing such precautions and gaining access to the Services and Customer Data.

5.3 Disclosure. Customer agrees that Julota and its agents, which have agreed to confidentiality obligations at least as restrictive as Julota's obligations in this SaaS Agreement, can access Customer Data and its account information in order to respond to its service requests and/or as necessary, in Julota's sole discretion, to provide Customer with the Services. Julota will not otherwise use or disclose Customer Data, except if compelled by law, permitted by Customer, or pursuant to the terms of the BAA and the terms of Julota's Privacy Policy, which is available at www.Julota.com/privacy-policy/ (the "Privacy Policy"), which is incorporated into this SaaS Agreement. The terms of this

SaaS Agreement shall supersede any inconsistent terms in the Privacy Policy.

5.4 Permission to Disclose. By submitting any Help Seeker's Personal Data to the Hosted Services and providing said Personal Data to Julota for processing, Customer warrants that it has: (i) legal authority to disclose such Personal Data in compliance with Health Privacy Laws; and (ii) if required by Health Privacy Laws, this SaaS Agreement, or Julota's Privacy Policy or other policies provided to Customer in writing, the necessary permissions, authorizations and consents from the Help Seekers for the viewing and processing of their Personal Data by Julota and its agents, third-party service providers, other organizations utilizing the Hosted Services to provide assistance to Help Seekers.

6. OWNERSHIP.

6.1 With the exception of Customer Data, the Platform, the Hosted Services, and all information, reports, studies, object and source code (including without limitation the Services and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, product documentation, diagrams, specifications, methods and other tangible or intangible material of any nature whatsoever produced through or as a result of or related to any product, service or deliverable (collectively, "Works") or development of any data analytics or usage models hereunder, and all patents, copyrights, trademarks and other proprietary rights related to such Works and models, shall be the sole and exclusive property of Julota, its Affiliates (defined below) or their third party providers (collectively, "Julota Property"). Nothing in the SaaS Agreement shall convey to Customer any title to or ownership of any Julota Property. Customer hereby irrevocably assigns and transfers to Julota, its Affiliates or their third-party providers all rights, title, and interest in any such Works and models. "Affiliate" means an entity that controls, is controlled by, or under common control with a Party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity or Party. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 To the extent permitted by law, Customer acknowledges and agrees that Julota shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Services ("Statistical Data"). Statistical Data may be collected by Julota for any lawful business purpose without a duty of accounting to Customer, provided that the Statistical Data is used only in an aggregated form, without specifically identifying the source of the Statistical Data. Except for the limited rights granted herein, at no time shall Julota acquire any ownership, license, rights or other interest in or to the Statistical Data, all of which shall, as between Customer and Julota, be and remain the confidential and proprietary information of Customer.

6.3 Julota shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Services or otherwise use Statistical Data, any suggestions, enhancement requests, recommendations or other feedback Julota receives from Customer.

7. CUSTOMER OBLIGATIONS.

7.1 Process. Customer shall assign two (2) representatives who will be responsible for all communications with Julota related to the use of the Services.

7.2 Conduct. Customer is and will be solely responsible for its actions and the actions of its authorized users while using the Services. Customer is and will also be solely responsible for the actions of each Care Team and each of the Care Team's officers, directors, members, employees, agents, contractors, subcontractors and individual(s) related to Customer's use of the Services or the provision of assistance to any Help Seeker. Customer is and will be responsible for all claims made by a Care Team related to any transaction related to the Services. Customer acknowledges and agrees that Julota is not liable for, or responsible to, remediate any issues found on Customer's network or in Customer's web traffic through the Services. In addition to the conduct restricted in Section 3.2 (License Restrictions for Customer), Customer agrees, on behalf of itself and its authorized user(s) to: (i) abide by all laws and regulations including, without limitation, all laws applicable to any service Customer provides or any Care Team provides to a Help Seeker and all laws applicable to the transmission of technical data exported from the United States through the Services and to wireless e-mail marketing and advertising; (ii) not to upload or distribute in any way content that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer or mobile device; (iii) not to use the Services for illegal, fraudulent, unethical or inappropriate purposes; (iv) not to interfere or disrupt networks connected to the Services or interfere with the ability of others to access or use the Services; (v) not to distribute, promote or transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic, indecent, defamatory, hateful, racially, ethnically, unwanted or otherwise objectionable material of any kind or nature; (vi) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (vii) not to interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services; (viii) not to engage in, or permit others to engage in, contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of e-mail; and (ix) to comply with all regulations, policies and procedures of networks connected to the Services, Julota, or Julota's service providers, as the same may be promulgated from time to time; however, for regulations, policies and procedures promulgated by Julota or Julota's service providers, Julota must provide fourteen (14) days' written notice to Customer of

such regulations, policies and procedures before they become effective. Julota may remove any violating data on the website posted or stored using the Services or transmitted through the Services, without notice to Customer; however, Julota has no obligation to do so.

7.3 Customer shall maintain privacy policies on its website and shall deliver printed hard copies of its privacy policies to each Help Seeker prior to entering any information about the Help Seeker through the Services. Customer will ensure that its practices for storing and safeguarding Help Seeker related information are consistent with industry privacy, security standards and all applicable legal requirements. Customer must obtain the necessary authorizations and its privacy policy must include the following disclosures and terms sufficient to allow for: (i) the collection and processing of data from Help Seekers, including any Personal Data from a Help Seeker; (ii) Julota's processing of Help Seeker data; (iii) the use of Personal Data belonging to Help Seekers as contemplated in the provision of the Services and in the applicable SOW; (iv) the maintenance and retention of Personal Data after assistance is rendered by Customer to a Help Seeker; (v) the processing and sharing of Personal Data and other data of Help Seekers with other organizations utilizing the Hosted Services and by Care Teams; and (vi) the sharing and utilizing of each Help Seeker's Personal Data and the aggregate data derived therefrom by Julota. Customer shall be solely responsible for obtaining and maintaining documentation of any and all legally required written permissions, consents or authorizations from Help Seekers before a Help Seeker's Personal Data is provided to Julota or placed on the Platform. Any and all information provided by Customer to Julota via the Hosted Services or any other Services relating to any Help Seeker's permissions, consents or authorizations shall be accurate and valid. Customer shall notify Julota, on a form provided and/or approved by Julota, of any restrictions on the use or disclosure of a Help Seeker's Personal Data that Customer is required to abide by to the extent that such restriction may affect Julota's use or disclosure of that Help Seeker's Personal Data. Customer shall notify Julota of any changes in, or revocation of, the permission, authorization or consent by a Help Seeker for Customer to disclose such Help Seeker's Personal Data on the Platform. Notwithstanding the foregoing revocation or change in authorization, Julota may retain copies of that data in read only format to the extent permitted by law in order to comply with its statutory or regulatory requirements or to defend against a claim or complaint.

8. FEES AND TAXES.

8.1 WASPC. WASPC has agreed to pay the Fees (defined below), the additional charges (as described in Section 8.3), and the taxes (as described in Section 8.5) for the Services set forth in each SOW signed by WASPC. Failure of WASPC to timely satisfy its payment obligations set forth in this Section 8, which would otherwise be Customer's obligations absent WASPC signing the applicable SOW, will constitute a breach of this SaaS Agreement. WASPC will have

sole liability for the payment of fees set forth in the SOWs it executes.

8.2 Fees. For SOWs not executed by WASPC: Customer agrees to pay Julota the fees set forth on the applicable SOW for the Services, in accordance with the fees, charges, and billing terms set forth in this SaaS Agreement (collectively, "Fees"). All Fees are quoted in United States currency. Except as otherwise provided in this SaaS Agreement, Fees are non-refundable.

8.3 Additional Charges. For SOWs not executed by WASPC: Customer shall pay travel and living expenses and other out-of-pocket expenses reasonably incurred by Julota in connection with the Services. As applicable, such out-of-pocket expenses shall be incurred in accordance with Julota's then-current corporate travel and expense policy. If an out-of-pocket expense is listed in an Exhibit, such expense may be changed to reflect changes issued by the applicable vendor. All expenses incurred by Julota for which it seeks reimbursement from Customer must be preapproved in writing by Customer.

8.4 Payments. Unless stated otherwise on the applicable SOW, all Fees are due and payable within forty-five (45) days after the invoice date. Any payment not received by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of one percent (1%) of the outstanding balance per month (being 12% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. For SOWs not executed by WASPC, Customer shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

8.5 Taxes. All Fees set forth in this SaaS Agreement are exclusive of all taxes and similar fees. Customer shall be responsible for and shall pay in full all sales, use, excise or similar governmental taxes imposed by any federal, state, or local governmental entity upon the Fees charged the Customer under this SaaS Agreement, exclusive, however, of taxes based on Julota's income, which taxes shall be paid by Julota. If any taxes for which Customer is responsible hereunder are paid by Julota, Customer will promptly reimburse Julota upon Customer's receipt of proof of payment.

9. TERM. This SaaS Agreement commences on the Effective Date and shall continue for one (1) year, unless earlier terminated in accordance with this SaaS Agreement. Following the initial Term, this SaaS Agreement shall renew for successive twelve (12)-month periods unless either Party provides written notice of termination 60 days prior to the end of the Term. If this SaaS Agreement is terminated prior to the term of a WASPC-CCS SOW ending, the term of this SaaS Agreement will be extended for the duration of the term of the WASPC-CCS term.

10. TERMINATION.

10.1 Breach. Except as otherwise provided in this Section 10, either Party shall have the right to terminate this SaaS

Agreement or the applicable SOW upon written notice if the other Party has breached a material term of this SaaS Agreement or the applicable SOW and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching Party specifying the breach.

10.2 Insolvency. Either Party shall have the right to terminate this SaaS Agreement if (i) the other Party has a receiver appointed for it or its property; (ii) any proceedings are commenced by the other Party under a Chapter 7 bankruptcy; or (iii) the other Party is liquidated or dissolved.

10.3 Failure to Pay/Customer Conduct. Except to the extent prohibited by Health Privacy Laws, Julota shall have the right to suspend or terminate access to the Services, at its sole option, with or without notice to Customer, if (i) any payment is delinquent by more than sixty (60) days, or (ii) if Customer breaches Sections 3.2, 5 or 7 of this SaaS Agreement, or (iii) WASPC informs Julota that it no longer intends on making payments and Customer fails to arrange for timely payment, and Julota may terminate this SaaS Agreement and each SOW at the end of the last fully paid period for Services. In addition, if WASPC terminates its contract with Customer and discontinues payment for the Services, Customer may terminate this SaaS Agreement upon thirty (30) days' written notice to Julota, if not terminated earlier by Julota.

10.4 Immediate Termination. Julota may immediately suspend or terminate this SaaS Agreement or the applicable SOW, in its sole and absolute discretion, if Customer violates Section 7.2 of this SaaS Agreement or violates or misappropriates Julota's intellectual property rights related to the Services.

10.5 Effect of Termination. Termination of this SaaS Agreement will terminate all SOWs. Termination of an individual SOW will only terminate that SOW and will not result in the termination of this SaaS Agreement, unless the SOW provides otherwise. Julota shall not be liable to WASPC, Customer or any third party for suspension or termination of Customer's access to, or right to use, the Services under this SaaS Agreement, provided that such suspension or termination is done in accordance with this SaaS Agreement. If Customer terminates this SaaS Agreement or an SOW pursuant to Section 10.1 or if Julota terminates this SaaS Agreement or an SOW without cause, Customer will be obligated to pay the balance due for the Services up to the date of termination, except to the extent that the foregoing payment obligation are satisfied by WASPC. If Julota terminates this SaaS Agreement or an SOW pursuant to Section 10.1 or if Customer terminates this SaaS Agreement or SOW without cause, Customer shall pay any unpaid fees through the date of termination and shall pay any unpaid fees covering the remainder of the term of all SOWs, if the SaaS Agreement is terminated, or the applicable SOW, if only the SOW is terminated, except to the extent that the foregoing payment obligations are satisfied by WASPC. Upon the effective date of termination of this SaaS Agreement for any reason, except to the extent prohibited by Health Privacy Laws, Customer's access to the Services will terminate and

Customer shall cease accessing and using the Services immediately and Julota shall cease use immediately of any Marks. Sections 3.2, 4, 5, 6, 8 through 16 and 18 of this SaaS Agreement shall survive termination for any reason.

10.6 If Julota terminates this SaaS Agreement or any SOW pursuant to (i) Section 10 based upon any act or omission of WASPC, which if curable under Section 10, is not timely cured, or (ii) a breach of the Agreement by WASPC, Julota may, in its sole discretion, terminate the SaaS Agreement and/or the applicable SOW, and pursue its financial remedies against WASPC. Customer waives all claims and rights against Julota and its members, shareholders, directors, officers, employees, service providers, subcontractors, agents, assigns, and successors in interest related to the termination of the SaaS Agreement and/or any SOW that is terminated pursuant to this Section 10, except if terminated by Customer pursuant to Section 10.1 hereof.

11. CONFIDENTIALITY.

11.1 Obligations. Each of the Parties agrees to maintain in confidence any proprietary or non-public information of the other Party, whether written or otherwise, disclosed by the other Party in the course of performance of this SaaS Agreement that a Party knows or reasonably should know is considered confidential by the disclosing Party ("Confidential Information"). The Parties hereby agree the terms and conditions of this SaaS Agreement, and any discussions related to the Services shall be considered Confidential Information. Confidential Information also includes: (i) trade secrets and proprietary information (including that of any client, supplier or licensor); (ii) customer lists, client lists, business plans, information security plans, business continuity plans, requests for proposals or requests for information and responses to such requests that the Parties may change after the Effective Date, and proprietary software programs; and (iii) any other information received from or on behalf of a disclosing Party that is marked confidential or that the recipient of the information could reasonably be expected to know is confidential. The receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the Parties' respective rights therein, at all times exercising at least a reasonable level of care. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform their obligations under this SaaS Agreement and who agreed to be bound by these obligations of confidentiality and non-disclosure. Except as otherwise expressly provided in this SaaS Agreement, upon termination of this SaaS Agreement for any reason, and at the request of the disclosing Party, the receiving Party shall promptly return or destroy (at the disclosing Party's option), all copies of the other Party's Confidential Information. Notwithstanding the foregoing, each Party may maintain archival copies of

Confidential Information for the applicable statutory periods to the extent permitted by law.

11.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to the receiving Party on a non-confidential basis by a third Party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by the receiving Party with the express written consent of the other Party hereto; or (v) requests for information pursuant to the Freedom of Information Act, or any open-records or public disclosure laws, provided an exemption to said disclosure or other law superseding the requirement for disclosure does not apply. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this SaaS Agreement; provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other Party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure. Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include PHI or Part 2 Data as those terms are defined in the Business Associate Agreement, which shall be governed by the Business Associate Agreement.

12. WARRANTY.

12.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JULOTA MAKES NO AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, IMPLIED WARRANTIES OR MERCHANTABILITY, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY JULOTA, OR OTHERWISE UNDER THESE TERMS. WITHOUT LIMITING THE FOREGOING, JULOTA DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, JULOTA DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE OR DEFECTIVE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS OR TO THE SATURATION OF THE INTERNET NETWORK, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, OR THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICES OR ITS USE,

LOSS OF PERSONAL CONTENT, OR ANY OTHER REASONS. JULOTA ALSO EXPLICITLY DISCLAIMS ANY WARRANTIES RELATED TO BUSINESS RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES AND SPECIFICALLY STATES NO SUCH REPRESENTATIONS ARE OR HAVE BEEN MADE TO CUSTOMER. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR (I) ESTABLISHING AND MAINTAINING AN INTERNET CONNECTION SUFFICIENT FOR THE SERVICES TO FUNCTION PROPERLY, (II) THE CONTENT AND EFFICACY OF ALL MARKETING INITIATIVES, AND (III) FULFILLING ALL ITS OBLIGATIONS TO HELP SEEKERS IN CONNECTION WITH THE USE OF THE SERVICES. CUSTOMER WILL FOLLOW PROPER BACK-UP PROCEDURES FOR ANY OTHER PROGRAMMING AND ALL DATA TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM THE USE OF ANY EQUIPMENT OR THE SERVICES. CUSTOMER AGREES THAT JULOTA AND THE PLATFORM AND SERVICES DO NOT MAKE CLINICAL, MEDICAL OR OTHER DECISIONS OR RECOMMEND, ENDORSE OR MAKE ANY MEDICAL, CLINICAL OR RELATED REPRESENTATIONS OR WARRANTIES. EXCEPT WITH RESPECT TO JULOTA'S OBLIGATIONS HEREUNDER, CUSTOMER ASSUMES ALL RESPONSIBILITY IN CONNECTION WITH DISCLOSING CUSTOMER DATA ON THE PLATFORM.

12.2 Open Source. Parts of the software for the Services may be subject to the GPL (General Public License) for open source software, and all warranties are disclaimed for such parts by the Free Software Foundation, Inc. See the GNU General Public License for more details. Similarly, parts of such software may be subject to the MIT License for open source software, and therefore, the following restrictions: MIT grants permission, free of charge to any person obtaining a copy of the software and associated documentation files, to deal in the software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the software, and to permit persons to whom the software is furnished to do so, subject to the following conditions and notwithstanding anything to the contrary in this SaaS Agreement: the software is provided "AS IS" without warranty of any kind, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use of other dealings in the software.

12.3 Mutual Warranties. Each party represents and warrants that: (i) it does not have any contractual obligations that would prevent it from entering into this SaaS Agreement; and (ii) it will comply with all laws and regulations directly applicable to its performance of its obligations under this SaaS Agreement or its use of the Services.

13. INDEMNIFICATION.

13.1 Indemnification by Julota. Julota shall indemnify, defend, and hold harmless Customer with respect to, and at its option settle, any third party claim or suit based on any third party claim or suit based on a claim that the provision of the Services violate applicable law or that the Services (excluding any third party software) violate, infringe or misappropriate any United States patent, copyright, trademark or trade secret and Julota shall pay any final judgment entered against Customer in any such proceeding or agreed to in settlement; provided (i) Julota is promptly notified in writing of such claim or suit, (ii) Julota or its designee has sole control of such defense or settlement, and (iii) Customer gives all information and assistance requested by Julota or such designee. To the extent that use of the Services is enjoined, Julota may at its option either (a) procure for Customer the right to use the Services, (b) replace the Services with other suitable products, or (c) refund the prepaid portion of the Fee(s) paid by Customer for the Services or the affected part thereof. Julota shall have no liability under this Section 13 or otherwise to the extent a claim or suit is based upon (1) use of the Services in combination with software or hardware not provided by Julota if infringement would have been avoided in the absence of such combination, (2) modifications to the Services not made by Julota, if infringement would have been avoided by the absence of such modifications, or (3) use of any version other than a current release of the Services, if infringement would have been avoided by use of a current release.

THIS SECTION 13 STATES JULOTA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY VIOLATION, INFRINGEMENT AND MISAPPROPRIATION CLAIMS BASED ON THE SERVICES.

13.2 Indemnification by Customer. Customer shall indemnify, defend, or at its option settle, any third party claim or suit based on or arising out of a claim that Customer materially breached its obligations under this SaaS Agreement. Customer shall pay any final judgment entered against Julota in any such proceeding or agreed to in settlement; provided (i) Customer is promptly notified in writing of such claim or suit, (ii) Customer or its designee has sole control of such defense or settlement, and (iii) Julota gives all information and assistance requested by Customer or such designee.

14. LIMITATION OF LIABILITY.

14.1 Limitation on Direct Damages. EXCEPT FOR JULOTA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL JULOTA'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES FOR THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE EVENT THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

14.2 Waiver of Consequential Damages. IN NO EVENT SHALL JULOTA BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JULOTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3 No Liability for Wrongful Third-Party Disclosures. Notwithstanding anything to the contrary herein, Julota will have no liability to Customer or any other organization or individual related to the wrongful disclosure by Customer, the Care Team, a Community Partner or any director, officer, employee, agent or service provider of the foregoing.

15. NON-SOLICITATION. During the term and for a period of twelve (12) months thereafter, Julota and Customer shall not knowingly, directly or indirectly, solicit, recruit, employ or contract with any employees of one another.

16. INSURANCE. Julota will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this SaaS Agreement:

16.1 Commercial General Liability. With coverage of not less than One Million Dollars (\$1,000,000) each occurrence (for bodily injury and for damage to property); including coverage for premises and operations, contractual liability, broad form property damage and products and completed operations and Three Million Dollars (\$3,000,000) in the aggregate.

16.2 Cyber Liability Insurance. With coverage of not less than Three Million Dollars (\$3,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access by an outside party, which may take the form of a "hacker attack" or a "virus" introduced by a third party; (ii) failure to prevent a party other than an insured from unauthorized access to, use of, tampering with or introduction of malicious code into data, programs or systems; and (iii) breach of Customer's data.

16.3 Policy Terms. Such insurance shall name Customer as an additional insured. A blanket endorsement or an additional insured endorsement evidencing the policy shall be provided to Customer upon execution. Julota shall provide Customer with written notice of any policy cancellation within thirty (30) days of the receipt of such notice. Julota shall obtain replacement insurance policies meeting the requirements of this Section 17.

17. GENERAL.

17.1 Notices. All notices to a Party shall be in writing and sent to the addresses specified in this SaaS Agreement (and in the case of Julota, to the attention of the Chief Operating Officer) or such other address as a Party notifies the other

Party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; three days after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

17.2 Governing Law and Jurisdiction. This SaaS Agreement shall be governed by the laws of the State that the Customer is located, excluding its conflict of laws rules. Each Party hereby irrevocably submits to the exclusive jurisdiction of the federal and state Courts within the County of Pierce located in the State of Washington. Any provision of this SaaS Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this SaaS Agreement. Each Party further hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this SaaS Agreement.

17.3 Dispute Resolution. Before initiating legal action against the other Party relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this SaaS Agreement. To this end, each Party may request that the other Party designate an officer or other management employee with authority to bind such Party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either Party may pursue formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a Party from pursuing injunctive or other equitable relief to which it may be entitled.

17.4 Relationship of the Parties. The Parties to this agreement are independent entities, and no agency, partnership franchise, joint venture or employee-employer relationship is intended or created by this SaaS Agreement.

17.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Julota (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this SaaS Agreement in its entirety (including all SOWs), without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that, in the case of Customer, the assignment is not to a direct competitor of Julota. In the event that either Party assigns its rights or obligations hereunder, in violation of this Section, either Party may at its election, terminate this SaaS Agreement, provided it does so within sixty (60) days of the date that written notice of the assignment is provided to the non-assigning Party. Subject to the foregoing, this SaaS Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

17.6 Entire Agreement Between Julota and Customer. This SaaS Agreement, including all SOWs, exhibits and addenda hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous

agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this SaaS Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this SaaS Agreement and any SOW, exhibit or addendum hereto (including the Business Associate Agreement), the terms of such SOW, exhibit, or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) shall be incorporated into or form any part of this SaaS Agreement, and all such terms or conditions shall be null and void. Further, notwithstanding the foregoing, terms of the SOW that conflict with or are inconsistent with this SaaS Agreement, which conflict with statutory or regulatory requirements will not control or supersede this SaaS Agreement and such terms will be deemed waived.

17.7 Force Majeure. Neither Party shall be in default if its failure to perform any obligation under this SaaS Agreement is caused solely by supervening conditions beyond that Party's reasonable control including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third Party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

17.8 No Third-Party Beneficiary Rights. This SaaS Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

17.9 Headings. The headings of the sections of this SaaS Agreement are for reference only and shall not modify, define or limit any of the terms or provisions of this SaaS Agreement.

17.10 Severability. If any provision of this SaaS Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.11 Construction. This SaaS Agreement has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and without any strict construction in favor or against any Party.

17.12 Counterparts and Signatures. This SaaS Agreement and any SOWs, exhibits, addenda and amendments may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. Each Party may execute this SaaS Agreement and any SOWs, exhibits, addenda Exhibit or amendment hereto in the form of an electronic record utilizing

electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.). Customer and its affiliates will not dispute the validity or authenticity of electronic signatures submitted to Julota by Customer or its affiliates, nor will Customer or its affiliates dispute the legal authority, validity or authenticity of those who sign with such electronic signatures to bind Customer and its affiliates. Electronic signatures by Customer and its affiliates, as well as signatures by either Party transmitted by facsimile or electronically via PDF or similar file delivery method, shall have the same effect as an original signature.

Title: _____

17.13 Federal Government End Use Provisions. If Customer is a U.S. federal government end user, the Services are a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, these Services are licensed to Customer with only those rights as provided under the terms and conditions of this SaaS Agreement.

Each party hereto, intending to be legally bound hereby, has caused this SaaS Agreement to be executed by its authorized representative with effect from the Effective Date.

TouchPhrase Development, LLC d/b/a Julota

By: _____

Name: _____ Date: _____

Title: _____

Marysville Police Department ("Customer")

By: _____

Name: _____ Date: _____

EXHIBIT A

Service Level Agreement

In performing the Services for Customer, Julota's level of performance shall be at least equal to or exceed the Service Levels set forth in this Service Level Agreement (this "SLA") at all times during the Term of the applicable Statement of Work.

A. Definitions. Unless otherwise defined in this Addendum, the capitalized terms in this Addendum have the following meaning. Defined terms that are not defined in this Addendum will have the same meaning as in the Agreement.

1. **"Authorized User"** is a person who has been granted authority to use the Services by the Customer Representative.
2. **"Availability"** means that the Services are readily available to Customer and operating without material Error, excluding any Outages and "Low" level incidents (defined below).
3. **"Customer Representative"** means the single person that Customer has designated in writing to Julota to be its Customer Representative. Customer may change the Customer Representative by written notice to Julota. Only one person may be designated as Customer Representative at any time. In addition to the authority designated in this Addendum, the Customer Representative is awarded all rights designated to Authorized Users (e.g., the ability to contact the Support Desk). Only the Authorized Users may contact the Support Desk.
4. **"Emergency Maintenance"** means the downtime required by Julota for upgrading or maintaining the Services; provided, that Julota has given Customer at least twenty-four hours prior written notice of such downtime, provided that Emergency Maintenance does not exceed five (5) hours per month, and provided that Emergency Maintenance does not occur more than six (6) times per year.
5. **"Failure"** means any failure of Julota to meet a Service Level requirement; but excludes those failures attributable to a Force Majeure event.
6. **"Monthly Availability Percentage"** means the amount equal to the total number of minutes (multiply the number of calendar days in any given month by the product of 24 times 60) in the applicable calendar month, minus the total Outage time for that month, then divided by the total number of minutes.
7. **"Outage"** means the period (measured in minutes) that the Services are not readily available to Customer and/or are operating with material Error; but shall not include: (i) Scheduled Downtime (which will not exceed ten (10) hours in aggregate per month); (ii) emergency maintenance activities which will not exceed five (5) hours per month; (iii) periods of unavailability attributable to Customer's negligent acts or omissions; or (iv) Customer's failure to timely respond to Julota in connection with the resolution of any Problem.
8. **"Regular Release"** means releases of minor product updates for upgrading or maintaining the Services; provided that there shall be no more than two regular releases per week and downtime for these weekly releases does not exceed fifteen (60) minutes for each release.
9. **"Scheduled Downtime"** means the downtime required by Julota for upgrading or maintaining the Services; provided, that (i) such downtime occurs between the hours of 22:00 MT USA and 5:00 MT USA (or such other hours that Customer has previously and specifically approved in writing); and (ii) Julota has provided five (5) business days prior written notice of such downtime. This may also be referred to as "Scheduled Maintenance". (iii) not to exceed 4 hours each month.
10. **"Support Desk"** is a resource that provides administrative support and technical support to Authorized Users.

B. Technical Support.

1. Contact Methods. Julota will make available to the Authorized Users two means of contacting the Support Desk: an email ("Support Email") and Web Portal.
 1. Email Support: Julota-Support@julota.com
 2. Web Portal: <http://support.julota.com>
2. User Support Hours. Unless otherwise stated, standard user support hours are Monday – Friday from 8 AM to 5 PM (Mountain Time) local time with the exception of state and Federal holidays. In the event calls or emails are

received outside of User Support Hours, Julota will address the Authorized User's query during User Support Hours with the exception of Critical events (as discussed below).

3. Technical support will be limited to the permissions of the Authorized User, which will be determined by the Customer Representative pursuant to the "Protocol Authorization Form," a sample of which is attached as "Annex A" in blank format. The permissions will be defined in the Protocol Authorization Form. The Protocol Authorization Form will set forth the Authorized User's permissions granted to him or her.
4. At the time that the Authorized User contacts the Support Desk, the Authorized Users permissions will be verified in order to determine the scope of support that may be granted. If the individual is not an Authorized User, the event that s/he is attempting to report will be deemed unreported.

C. Severity Levels and Response Times. The following are a description of the service levels and the service level response times:

1. **Critical.** An incident with a severity level of "Critical" is defined as one that produces an emergency situation (e.g., system down) in which the Services are substantially or completely non-functional or inoperable. In the event of a Critical incident, the Authorized User shall contact the Support Desk to report the problem. If the reported event is Critical and outside of User Support Hours, the Authorized User shall contact the Support Desk via the hotline at 888-445-1685, which is monitored 24x7x365, excluding State and Federal holidays. The Support Desk will contact the Authorized User, who reported the incident within four (4) hours to diagnose and begin remediation of the event and will use commercially reasonable efforts to resolve the event as soon as is reasonably possible under the circumstances. Any Authorized User may contact the support desk to report a Critical incident, even if the issue in question relates to a portion of Julota that is not under the purview of the Authorized User's permissions. In this case, the Support Desk will take the report of the issue, but will not contact the reporting user with resolution, but instead, will contact the Customer Representative to report resolution.
2. **High.** An incident with a severity level of "High" is defined as one that produces a detrimental situation in which the Services are usable, but materially incomplete; performance (response time) of the Services is degraded substantially such that there is a severe impact on use under reasonable loads; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted. If the reported event is a High severity, the Support Desk will contact the Authorized User who reported the event within eight (8) User Support Hours to diagnose and begin remediation of the event, and will use commercially reasonable efforts to resolve the event with five (5) business days. Any authorized user may contact the support desk to report any issue, even if the issue in question relates to a portion of Julota that is not under the purview of the Authorized User's permissions. Notwithstanding the foregoing, if the Authorized User that reported the event is not under the purview of the Authorized User's permissions, the Support Desk will take the report of the issue, but will not contact the reporting user with resolution, but instead, will contact the Customer Representative to report resolution.
3. **Low.** An incident with severity level of "Low" is defined as one that produces an inconvenient situation in which the Services are usable but do not provide a function in the most convenient or expeditious manner and the Authorized User suffers little or no significant impact. If the reported event is Low severity, Julota will attempt to resolve the event in a commercially reasonable manner in future maintenance releases. Only the Authorized User may contact the support desk to report the issue.

	Basic Services	Premium Services	Elite Services
Coverage	Business Hours	Business Hours	24/7
Response Time			
Critical	4 hours via hotline	2 hours via hotline	1 hour via hotline
High	2 business days via email or web portal	1 business day via email or web portal	½ business day via email or web portal
Low	3 business days via email or web portal	1 business day via email or web portal	1 business day via email or web portal

D. Availability and Responsiveness Customer

1. **Monthly Availability Percentage.** Julota shall maintain Availability of the hosting Services in accordance with at least the following Monthly Availability Percentage (as defined in this **Exhibit B** below):

Monthly Availability Percentage
99%

2. **Failure to meet Monthly Availability Percentage.** In the event of a Failure by Julota to meet the Monthly Availability Percentage set forth above in any calendar month during the Term, Julota shall issue Customer a service credit ("**Service Credit**") as follows:

Performance Level	Monthly Availability Percentage	Service Credit
1	Between 97% and 99.8%	2% of the monthly subscription fees paid in the month preceding the Failure.
2	Between 95% and 96.99%	3% of the monthly subscription fees paid in the month preceding the Failure.
3	Less than 94.99%	5% of the monthly subscription fees paid in the month preceding the Failure.

Customer shall have the right to immediately terminate this Agreement upon written notice to Julota if a) the Monthly Availability Percentage falls below 85% for one calendar month, or b) the Monthly Availability Percentage falls below 94.99% for two consecutive calendar months, or c) if the Monthly Availability Percentage falls below 94.99% for five or more calendar months per calendar year.

E. Plan Coverage

Coverage	Basic Services	Premium Services	Elite Services
Help Desk via Email/Portal Support (standard support hours)	X	X	X
Email Access via Email/Portal Support (standard support hours)	X	X	X
Training (one on one training: maximum 4 hours/month)			X
Post Implementation Development	X (\$225/hour)	X (\$175/hour)	X (\$150/hour)
Telephone support from 8:00 am – 5:00 pm (local time zone)		X	
Telephone support—24/7 dedicated phone line for all hub users.			X
Travel—if training not provided virtually			X (charged at cost)
10 Community Partners engaged, trained, on boarded, and supported once contract provided per year.			X

EXHIBIT B**Marysville Police Department Statement of Work No. 1****Service and Fees**

This Statement of Work No. 1 ("SOW") is entered as of **July 1, 2021** (the "Effective Date") by and between TouchPhrase Development, LLC d/b/a Julota ("Julota") and Marysville Police Department ("Customer"). Except as otherwise specifically provided herein, the terms and conditions of the agreement between Julota and Customer dated **July 1, 2021** (the "Agreement") are incorporated herein by reference. Any capitalized term used but not defined in this SOW shall have the meaning first assigned to it in the SaaS Agreement signed by the Customer.

A. Term:

The term of this SOW is set forth in Appendix 1 to this SOW (the "SOW Term").

B. License and Deliverables:

1. **Services:** Subject to the limitations set forth in the SaaS Agreement and this SOW, Julota hereby licenses to Customer access to a web-based and mobile integrated software for the sole purpose of tracking services provided to Help Seekers on the Platform, during the SOW Term, for the Marysville Police Department. Customer and its Authorized Users may access the Services for the purpose of providing contact, tracking, monitoring and care to Help Seekers during the SOW Term. Customer may, through the administration panel of Julota, in coordination with WASPC, create and authorize new Authorized Users. Julota software will allow Customer and its Authorized Users to communicate action steps necessary to integrate and coordinate the care of Help Seekers during the SOW Term. Each Authorized User with access to the Personal Data of a Help Seeker that was entered/stored by another Authorized User on the Platform will be assigned unique login credentials.
2. **Authorized Users:** Authorized Users shall be individuals from WASPC, Customer's organization, and their respective employees, and any new Care Team members as authorized by Customer.
3. **Usage and Storage:** The amount of usage of the Hosted Services (not including enrollments) and data storage is unlimited.
4. **Excess Hosted Service Usage Fee:** \$0
5. **Service Levels:** Julota will provide general support to Customer and its Authorized Users for Julota Reach as provided for in the SLA attached as Exhibit "A" to the SaaS Agreement.

C. Fees and Expenses:

1. Fees and expenses will be as provided in Appendix 1 to this Statement of Work.
2. **Payment:** All payments under this SOW shall be paid by WASPC within 45 days of the date on the invoice. Marysville Police Department will **not** be invoiced for the fee for the Initial Term. Payments should be made payable to "Julota" and sent to the following address:
 Julota
 Attention: Accounting Department
 102 S. Tejon St., Suite 1100
 Colorado Springs, CO 80903

Julota may change the payment method provided it does so in writing to WASPC. Payments not paid within 45 days of the date on the invoice will be charged at the lower of one and a half percent (1%) of the outstanding balance per month (being 12% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid, whichever is lower. WASPC shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

D. Schedule:

Upon execution of the Agreement and this SOW, provided the fee for the Initial Term is paid by WASPC upon execution of this SOW, Julota will commence the planning and execution of the Services with the intent of launching the Services for Customer by July 1, 2021.

E. Service Changes:

Julota reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to:

1. maintain or enhance (i) the quality or delivery of the Services for its customers, (ii) the competitive strength of or market for Julota's services, or (iii) the cost efficiency or performance of the Services; or
2. to comply with applicable Law.

Notwithstanding the foregoing, in no event will such Julota initiated changes result in increased cost to WASPC during the SOW Term.

Customer understands that daily and weekly Julota initiated changes may occur without advance notice and such changes are for the purpose of bug fixes and minor improvements.

During the SOW Term, Julota shall provide to Customer at no additional charge the following:

1. any and all changes that it develops with respect to the Services, unless such changes are considered optional to the Customer and bear additional costs to Julota outside of costs for Julota initiated implementation and development;
2. any and all changes required by federal or state governmental, or professional regulatory mandates related to the Customer's use of the Services;
3. the Documentation associated with any changes; and
4. two (2) sixty-minute video training sessions on how to use the Services. Additional training is charged on an hourly basis at Julota's then-current hourly rates, unless "Elite Support Services" are purchased, in which case additional training will be provided at no additional charge as set forth in the Elite Support Services agreement.

Without limiting the foregoing, Customer may, at any time during the Term, request in writing changes to the Services, subject to approval by WASPC. The Parties shall evaluate the requested changes and, if agreed, implement all such requested changes in accordance with a mutually agreed change order. No requested changes will be effective unless and until memorialized in a written change order signed by both Parties.

F. Subcontractors:

Julota may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").

G. On-Site Resources:

Any Julota personnel visiting Customer's facilities shall comply with all applicable Customer policies regarding access to, use of, and conduct within such facilities. Customer will provide copies of such policies to Julota upon request.

H. Customer Acknowledgments:

Customer shall be responsible for purchasing, acquiring and installing all hardware associated with the Agreement and this SOW. Customer shall also be responsible for all training. Julota has no responsibility related to any of the hardware, including, but not limited to, in-store hardware (iPads, cables, cases, etc.). Julota may advise Customer regarding proper deployment of Services, but such advice is without warranty and provided "As Is".

I. Definitions:

- 1. "Dataset Migration" is the process of selecting, preparing, extracting, and transforming data from one computer storage system to another.
- 2. "Monthly Active Client(s)" is a Help Seeker whose name has been added to the Hosted Services, through Customer's subscription to the Services, for a service, encounter or enrollment for a particular month.

Each party hereto has caused this Statement of Work to be executed by its authorized representative as of the Effective Date.

TouchPhrase Development, LLC d/b/a Julota

Marysville Police Department ("Customer")

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

WASPC agrees to assume liability for and to timely make all payments under this SOW pursuant to the terms of this SOW and the Agreement, which it acknowledges having received and reviewed.

**Washington Association of Sheriffs
and Police Chiefs ("WASPC")**

By:

Name:

Title:

Date:

Appendix 1 to the Marysville Police Department Statement of Work No. 1

This Appendix 1 to the Statement of Work No. 1 ("Appendix"), except as otherwise specifically provided herein, incorporates by reference the terms of the Agreement and the SOW. Any capitalized term used but not defined in this Appendix shall have the meaning first assigned to it in the SOW and, to the extent not defined in the SOW, then the meaning assigned to it in the Agreement.

The terms for Julota will provide the Services according to the following:

1. Term: The SOW shall be effective until 11:59:59 p.m. MT on June 30, 2022,
2. Fees (the following fees do not include applicable taxes):

Annual Fees Schedule (non-refundable):

	Units:	Price per Unit:	Total:
Julota Base Platform License:			\$ 5,900
Hubs:	1	\$ 5,000	\$ 5,000
Trusted Partners:	0	\$ 100	\$ 0
1 Directional Interfaces:	1	\$ 1,200	\$ 1,200
Monthly Active Clients per Year:	600	\$ 4	\$ 2400
Module—Client Notification:	0	\$ 600	\$ 0
Module—Telemedicine:	0	\$ 600	\$ 0
Module—Medications:	0	\$ 600	\$ 0
Module—Digital Faxing:	0	\$ 600	\$ 0
Module—Instant Messaging:	0	\$ 1,200	\$ 0
Module—Mobile App:	0	\$ 4,800	\$ 0
Module—Clinical:	0	\$ 600	\$ 0
Module - SAMHSA 42 CFR Part 2	1	\$ 4,200	\$ 4,200
Module - CJIS	1	\$ 4,200	\$ 4,200
Base Report Package:	1	\$ 1,800	\$ 1,800
Embedded Tableau Reporting	0	\$ 3,000	\$ 0
TOTAL ANNUAL FEES:			\$ 24,700

Julota Basic Support Services:

	Units:	Price per Unit:	Total:
Yearly Julota Basic Support Service	1	\$ 4,800	\$ 4,800
Implementation Consultant	30	\$ 250	\$ 7,500
Included for each Hub:			
Access to Implementation Specialists up to 3 hours per month:	1	Included	Included
Help Desk access via web portal	1	Included	Included
Email access	1	Included	Included
Severity response for critical issues via hotline - 4 hours	1	Included	Included
* Post-implementation Development time charged \$225/hour	1	Included	Included
YEARLY SUPPORT FEES:			\$ 12,300

Total: Annual Fees + Julota Basic Support Services = \$ 37,000 – \$6,400 (Credits) = \$30,600

2021 Credits: \$3,600 Interfaces
 \$600 Instant Messaging
 \$600 Digital Faxing
 \$1,500 Trusted Partners
 \$100 Yearly Loyalty Discount

3. For the completion of the Dataset Migration, Customer is responsible for providing its "data dictionary," which provides the name of the data fields in Customer's old system, the definition of each data field, and the name of the field it is being moved to on Julota's system.
4. If Customer exceeds the estimated number of Monthly Active Clients during a year, it will not be charged for additional Monthly Active Clients, but Julota reserves the right to adjust the fee for Monthly Active Clients in the following year.
5. The rates set forth in the "Annual Fees Schedule" are not a commitment by Julota to provide the Services at the same rate in any subsequent Term and may be increased by Julota.
6. Additional services listed above may be purchased at any time by Customer, subject to the approval by WASPC, by providing written notice to Julota requesting the additional services. The rates set forth above in the "Annual Fees Schedule" are valid if ordered during the Term for Non-Recurring Term subscriptions. Thereafter, the rates will be at the then current rates set by Julota.

Each party hereto has caused this Statement of Work to be executed by its authorized representative as of the Effective Date.

TouchPhrase Development, LLC d/b/a Julota

Marysville Police Department ("Customer")

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

WASPC agrees to assume liability for and to timely make all payments under this SOW pursuant to the terms of this SOW and the Agreement, which it acknowledges having received and reviewed.

**Washington Association of Sheriffs
and Police Chiefs ("WASPC")**

By:

Name:

Title:

Date:

EXHIBIT C**Customer Trademark Guideline**

Julota[®] Is a registered trademark of TouchPhrase Development, LLC

Connecting Your Community[®] Is a registered trademark of TouchPhrase Development, LLC

Exhibit D

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement ("Agreement") is entered into and effective on July 1, 2021 ("Effective Date") by and between Marysville Police Department ("Covered Entity") and TouchPhrase Development, LLC d/b/a Julota ("Business Associate").

WHEREAS, Covered Entity is subject to the "HIPAA Rules," which for purposes of this Agreement shall include, as each may be amended from time to time, the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended; and

WHEREAS, Business Associate may maintain, transmit, create or receive Protected Health Information, as that term is defined under the HIPAA Rules ("PHI"), of individuals in the course of providing services to Covered Entity. A description of the services that Business Associate will perform for the Covered Entity is set forth in the Software as a Service License Agreement entered into between the parties and effective on the Effective Date (the "SaaS Agreement"). The parties desire to enter into this Agreement to comply with the HIPAA Rules, 42 C.F.R. Part 2, as amended from time to time (the "Part 2 Rule"), and all applicable state privacy and security laws.

THE PARTIES, INTENDING TO BE LEGALLY BOUND HEREBY, THEREFORE AGREE TO THE FOLLOWING:

1. Definitions

Terms used, but not otherwise defined, in this Agreement, shall have the same meaning as those terms as defined in the HIPAA Rules. The parties recognize that electronic PHI is a subset of PHI, all references to PHI in this Agreement shall include electronic PHI. "Part 2 Data" means information that (a) would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder, such as indicated through standard medical codes, descriptive language, or both, and/or (b) is subject to the Part 2 Rule. For purposes of this Agreement, "PHI" shall include Part 2 Data.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

(b) Business Associate agrees to comply with the HIPAA Rules, the Part 2 Rule, and state privacy and security laws, to the extent applicable to Business Associate.

(c) Business Associate shall use implement and maintain reasonable and appropriate administrative, technical and physical safeguards to prevent the use or disclosure of the PHI other than as permitted by this Agreement and to comply with the HIPAA Security Rule (Subpart C of 45 CFR Part 164).

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a use or disclosure of PHI by Business Associate or any of its Subcontractors in violation of the requirements of this Agreement.

(e) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, including a Breach of Unsecured PHI as required by 45 CFR 164.410, within ten (10) business days from the date that Business Associate discovers such impermissible use or disclosure. Business Associate shall presume that any impermissible use or disclosure of PHI is a potential Breach and shall not delay in reporting the occurrence thereof to Covered Entity to determine whether a Breach has occurred. Covered Entity shall be responsible for making any and all final risk assessment determinations with respect to potential Breaches of Unsecured PHI, including determining whether there is a "low probability" that any potential Breach compromised the security or privacy of Unsecured PHI.

(f) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2) to ensure that any individual or entity that subcontracts with Business Associate to create, receive, maintain or transmit PHI received from,

or created or received by Business Associate on behalf of Company agrees to the same restrictions and conditions that apply through the HIPAA Rules and this Agreement to Business Associate with respect to such information.

(g) To the extent that Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate agrees to promptly provide access, at the request of Covered Entity, as necessary to allow Covered Entity to meet the requirements under 45 CFR 164.524.

(h) To the extent that Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate agrees to promptly make any amendment(s) to PHI that the Covered Entity directs as necessary for compliance with 45 CFR 164.526.

(i) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), within a reasonable time of such request for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(j) If Business Associate is required to make a disclosure of information because of a legal requirement, it will track such a disclosure and will promptly provide information to Covered Entity that would be necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(k) Business Associate agrees that it will use or disclose only the minimal amount of PHI necessary to accomplish the intended purpose.

(l) Business Associate agrees to alert Covered Entity of any Security Incident of which it becomes aware.

(m) To the extent Business Associate is to carry out one of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the HIPAA Rules that apply to Covered Entity in the performance of such obligation.

(n) Compliance with the Part 2 Rule. To the extent Business Associate receives Part 2 Data from or on behalf of Covered Entity, Business Associate will use Part 2 Data in compliance with the Part 2 Rule. Further, Business Associate will only use Part 2 Data for the services Business Associate performs for or on behalf of Covered Entity under the SaaS Agreement and for no other purpose, unless such use is permitted by an applicable provision of the Part 2 Rule. Business Associate shall not re-disclose Part 2 Data to any person or entity, unless such re-disclosure is permitted by the Part 2 Rule.

3. Permitted Uses and Disclosures by Business Associate.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI as requested by Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person promptly notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY

(a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI as permitted hereunder.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI, and Business Associate shall implement such restriction.

5. Permissible Requests by Covered Entity

Except as otherwise permitted by this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until termination as set forth below.

(b) Termination. This Agreement may be terminated at any time and for any reason by either party or at such time that Business Associate ceases providing services to Covered Entity. This Agreement will be terminated automatically and without notice upon termination or expiration of the SaaS Agreement. In the event of termination or expiration of this Agreement, to the extent feasible, Business Associate will return to Covered Entity or destroy, and, upon request, provide Covered Entity with a copy of, all PHI received from Covered Entity and in the possession or control of Business Associate or any of its Subcontractors.

(c) Continued Safeguard of Information. Depending on the nature of Business Associate's services to Covered Entity, the parties may mutually agree that immediate return or destruction of the information is infeasible. Under such circumstances, Business Associate will extend the protections of this Agreement for as long as the information is maintained and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. When the information is no longer needed by Business Associate, the information will be returned or destroyed. The Business Associate's obligations to continue to safeguard PHI hereunder shall survive the termination of the Agreement. Any term or provision of this Agreement that, by its nature, is intended to survive the termination of this Agreement, shall survive the termination of this Agreement, including, without limitation, Sections 2(c), (e), and (l), 6(c) and 7 hereof.

7. Miscellaneous

(a) No Third Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(b) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(d) Assistance and Cooperation. The parties shall assist and cooperate with each other as necessary for each party to comply with the Breach Notification Rule. Business Associate shall provide Covered Entity with such information as may be required for Covered Entity to determine if an impermissible use or disclosure of PHI constitutes a Breach with respect to such PHI, and as Covered Entity requests to notify affected Individuals of such event if so required under the Breach Notification Rule. If Business Associate or any of Business Associate's Subcontractors is responsible for the impermissible use or disclosure of PHI, Business Associate shall provide administrative support and other related resources as may be reasonably necessary to cooperate with and assist Covered Entity, as reasonably requested by

Covered Entity, to determine whether such impermissible use or disclosure of PHI constitutes a Breach and shall reimburse Covered Entity for all costs and expenses reasonably incurred by Covered Entity to conduct a Breach analysis of the underlying event(s) and, if Covered Entity determines that the impermissible use or disclosure of PHI resulted in a Breach of PHI, all costs and expenses reasonably incurred by Covered Entity to carry out its obligations under the Breach Notification Rule and to remediate the underlying event (such costs and expenses may include, without limitation, administrative, legal and consultant expenses, expenses for postage and supplies, and reasonable credit monitoring services offered to affected individuals). Notwithstanding anything to the contrary, Business Associate's obligations to reimburse Covered Entity pursuant to this Section shall be in addition to, and not in lieu of, any and all other rights available to Covered Entity hereunder, in equity and under applicable law.

(e) State Law. Business Associate and Covered Entity shall comply with any provision or requirement concerning privacy or security of information under any applicable state law or regulation that is more stringent than a similar provision or requirement under the HIPAA Rules, the Part 2 Rule or this Agreement.

(f) Indemnification. To the extent not covered by insurance, Business Associate shall indemnify, defend and hold Covered Entity harmless from any and all third-party claims, fines, losses, liabilities, costs and other expenses, including court costs and reasonable attorneys' fees and disbursements, incurred by, threatened or levied against Covered Entity arising from, out of or in connection with (i) any impermissible use or disclosure of PHI suffered or caused by Business Associate or any of its Subcontractors, and/or (ii) Business Associate's breach or violation of its obligations under this Agreement.

(g) Enforcement. If Business Associate breaches or threatens to breach any provision hereof, Covered Entity shall be entitled to seek any and all relief available at law or in equity as a remedy for such breach or threatened breach, including monetary damages, specific performance or injunctive relief, temporary or permanent, without the necessity of posting bond. If Covered Entity seeks relief pursuant to this Section, Covered Entity shall be entitled to recover from Business Associate all reasonable attorneys' fees and costs incurred by Covered Entity as a result thereof.

(h) Notices. All notices, demands and other communications to be made by either party under this Agreement ("Notice") shall be given in writing and shall be deemed to have been duly given if personally delivered or sent by confirmed facsimile transmission, recognized overnight courier service which provides a receipt against delivery, or certified or registered mail, postage prepaid, return receipt requested, to the other party at such party's address set forth in the SaaS Agreement or as otherwise provided by a party in accordance herewith. Notice shall be deemed effective, if personally delivered, when delivered; if sent by confirmed facsimile transmission, when sent; if sent by overnight delivery, on the first business day after being sent; and if mailed in accordance herewith, at midnight on the third business day after such Notice is deposited with the U.S. Postal Service.

(i) Entire Agreement. This Agreement supersedes all prior or contemporaneous agreements, written, oral or electronic, between Covered Entity and Business Associate with respect to the subject matter hereof and contains the entire understanding and agreement between the Parties with respect to the subject matter hereof.

COVERED ENTITY:

BUSINESS ASSOCIATE:

MARYSVILLE POLICE DEPARTMENT

TOUCHPHRASE DEVELOPMENT, LLC D/B/A JULOTA

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/14/22

AGENDA ITEM:	
Additional Hours for Advanced Scheduling Implementation	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Additional Advanced Scheduling Implementation Hours Quote	
BUDGET CODE:	AMOUNT:
40143410.541000 & 00100090.541000	\$5,180.00 additional
SUMMARY:	

In 2021 the city began implementing Executime and Advanced Scheduling software to give the police and public works staff the ability to use technology to more accurately track their time and attendance and increase the efficiency of timesheet reporting.

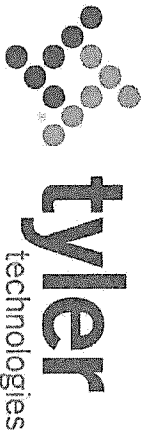
The City Project Team has implemented the first phase of the project Executime and is now in the final stages of testing the second phase Advanced Scheduling prior to deploying and training the end users. The City Project Team is requesting to purchase 28 additional hours of technical support to assist with the completion of the second phase.

Original Contract	\$80,430.00
Additional Hours	<u>\$ 5,180.00</u>
Amended Total	\$85,610.00

Annual Fees	<u>\$11,783.00</u>
Total	\$97,393.00

RECOMMENDED MOTION:

I moved to authorize the Mayor to sign and execute the Quote with Tyler Technologies for additional advanced scheduling hours in the amount of \$5,180.00



Quoted By: Christina Young
 Quote Expiration: 07/14/22
 Quote Name: Marysville-ERP-Add'l Adv Scheduling hours
 Quote Description: Additional Adv Scheduling Implementation Hours

Sales Quotation For:
 City of Marysville
 Suite 101
 1049 State Avenue
 Marysville WA 98270-4234
 Phone: +1 (360) 651-5000

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Advanced Scheduling Service Hours	28	\$ 185	\$ 5,180	\$ 0
TOTAL			\$ 5,180	\$ 0

Summary

Total Tyler Software \$ 0
 Total Annual \$ 0
 Total Tyler Services \$ 5,180
 Total Third-Party Hardware, Software, Services \$ 0
Summary Total \$ 5,180
Contract Total \$ 5,180

One Time Fees

\$ 0
 \$ 0
 \$ 5,180
 \$ 0
\$ 5,180
\$ 5,180

Recurring Fees

\$ 0
 \$ 0
 \$ 0
\$ 0

9 Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

All Primary values quoted in US Dollars

Comments

107 Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.
- Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.


Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Feb. 14, 2022

AGENDA ITEM:	
Grant Acceptance for Marysville Tourism Promotion	
PREPARED BY:	DIRECTOR APPROVAL:
Connie Mennie, Communications Manager	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Visitor Analytics & Targeted Marketing Agreement	
BUDGET CODE:	AMOUNT:
	\$2,500
SUMMARY:	
<p>The City of Marysville is beginning to develop targeted marketing campaign strategies to attract more overnight visitors. Our initial approach for 2022 is to obtain visitor demographics through participation in the Seattle NorthCountry Visitor Analytics Co-Op.</p> <p>Visitor analytics will help us better understand where our visitor audience(s) come from and develop marketing tailored to their interests. The data gathered will benefit the city as well as our partners in the lodging and visitor attractions industries. Our intent is to build a framework in 2022 that can be expanded upon in future years.</p> <p>The attached agreement would provide a \$2,500 grant from Snohomish County to help fund the City of Marysville's participation in the Visitor Analytics Co-Op.</p>	

RECOMMENDED MOTION:

I move to approve the City's acceptance of this \$2,500 Hotel/Motel grant from Snohomish County and to authorize the Mayor to sign the Visitor Analytics & Targeted Marketing Agreement.

CONSULTANT: City of Marysville
 CONTACT PERSON: Connie Mennie
 Communications Administrator
 ADDRESS: 1049 State Ave.
 Marysville, WA 98270
 FEDERAL TAX ID NUMBER/
 U.B.I. NUMBER: 91-6001459
 TELEPHONE NUMBER: (360) 363-8086
 COUNTY DEPT.: Executive Office
 DEPT. CONTACT PERSON: Trudy Soriano
 Tourism Promotion Area Coordinator
 TELEPHONE NUMBER: (425) 388-6603
 PROJECT: Visitor Analytics and Targeted Marketing
 AMOUNT: \$2,500
 FUND SOURCE: 116.501094105205
 CONTRACT DURATION: Contract execution through Dec. 31, 2022

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington public agency (the "Contractor").

Recitals

WHEREAS, by Section 1 of Resolution No. 79-335, adopted November 5, 1979 (and codified as SCC 4.40.010), the legislative body of the County levied a special excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; and

WHEREAS, by Section 1 of Resolution No. 79-335, as subsequently amended (and codified as SCC 4.40.050(1)), the legislative body of the County created a fund known as the "hotel/motel tax fund"; and

WHEREAS, by Section 2 of Ordinance No. 87-062, adopted August 12, 1987 (codified as SCC 4.40.060), the County Council specified that the hotel-motel tax fund shall be used to support projects or purposes authorized under chapter 67.28 RCW; and

WHEREAS, chapter 67.28 RCW permits the distribution of money from the hotel-motel

tax fund for tourism promotion, defined by RCW 67.28.180(2) (h)(ii) as “activities intended to attract visitors for overnight stays, arts, heritage, and cultural events, and recreational, professional, and amateur sports events”; and

WHEREAS, by Section 4 of Ordinance No. 87-062 (codified as SCC 4.40.070), the County Council established an application and selection process for projects to be funded from the hotel-motel tax fund; and

WHEREAS, pursuant to the procedures established by SCC 4.40.070, the County received applications for funding assistance from various eligible public and nonprofit entities in response to a public solicitation for such applications; and

WHEREAS, the Snohomish County Lodging Tax Advisory Committee evaluated the applications for eligibility and recommended funding levels for the projects, consistent with provisions of chapter 67.28 RCW; and

WHEREAS, by Motion No. 21-249, passed on December 6, 2021, the County Council authorized 2022 hotel-motel tax funding of the projects as set forth therein (or as subsequently amended by the Council) and authorized the County Executive to execute the necessary contracts.

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

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to establish the parameters for reimbursing the City of Marysville in the amount up to \$2,500 for eligible expenses of Contractor’s 2022 programming (the “Project”), as set forth in Schedule A. Schedule A is attached hereto and by this reference made part of this Agreement. Schedule C is the Contractor’s Project application; it is attached hereto and by this reference made part of this Agreement.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the “Effective Date”) and shall terminate on December 31, 2022. The Contractor shall complete its obligations required by this Agreement no later than December 31, 2022. The County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Reimbursement. The County will reimburse Contractor as set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. No claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of Contractor's eligible expenses for the Project, the Contractor shall submit a properly executed invoice to the County indicating the amount of eligible expenses for reimbursement. The invoice shall include an itemization of all reimbursable expenses incurred by the Contractor, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule A. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Contract Maximum. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed \$2,500.

4. Independent Contractor. The Contractor agrees that it is not an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in completion of the Project under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder, pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Trudy Soriano
 Title: Tourism Promotion Area Coordinator
 Department: Executive Office
 Telephone: (425) 388-6603
 Email: Trudy.Soriano@snoco.org

7. County Review and Approval. If Contractor's Project includes the production of promotional materials, Contractor shall provide the County an advance copy of said promotional materials. If the content of the promotional material is objectionable to the County, the County, in its sole discretion, may determine whether to reimburse Contractor for the associated expenses.

8. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support its invoices of reimbursable expenses. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

9. Indemnification. To the maximum extent permitted by law the Contractor shall indemnify and hold harmless the County its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the Project. In addition, the Contractor shall assume the defense of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

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

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

10. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Project hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section 10, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000.00 aggregate limit. CG 00 01 current edition.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

11. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

13. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

14. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

15. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

16. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

18. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

19. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the reimbursable

expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 19, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

20. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Executive Office 3000 Rockefeller Avenue Everett, WA 98201 Attention: Trudy Soriano Tourism Promotion Area Coordinator
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If to the Contractor:	City of Marysville 1049 State Ave. Marysville, WA 98270 Attention: Connie Mennie Communications Administrator
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The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

21. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

Subject to Section 22, nothing contained herein shall be deemed to limit the Contractor's legal obligations to retain or disclose any information or records as required by applicable state, federal, or local laws, including without limitation Chapter 42.56 RCW (the Public Records Act) and Chapter 40.41 RCW (Preservation and Destruction of Public Records).

22. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public

records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

23. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

24. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

25. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

26. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

27. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

28. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

29. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

30. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

CITY OF MARYSVILLE:

County Executive

Date

Date

Schedule A
Scope

CONTRACTOR: CITY OF MARYSVILLE
PROJECT: VISITOR ANALYTICS AND TARGETED MARKETING

The Contractor will: (a) contract with Datafy to obtain visitor analytics through participation in the Seattle NorthCountry Visitor Analytics Co-Op;

In addition,

- The Contractor shall work with the County contact set forth in Section 6 of the Agreement to ensure that any published materials prepared with financial assistance from County funds are consistent with the County's graphics standards as set forth in more detail in paragraph 1 below.
 - Any publications produced as a result of this Project shall prominently feature the following credit: MADE POSSIBLE IN PART BY ASSISTANCE FROM THE SNOHOMISH COUNTY HOTEL-MOTEL TAX FUND.
 - If applicable, the Contractor will project the number of overnight visits the Project will generate and, as a condition to being funded in the future, report on the results.
 - If the Project will occur within a city or cities that collect their own lodging tax, the Contractor shall approach such city or cities for funding assistance for the Project. Prior to or concurrent with its invoice to the County for this Project, the Contractor shall provide a written report to the County on the results of the Contractor's approaches to that city or those cities. If such approaches were not made by the Contractor, the Contractor shall explain in detail in that report its reasons for not doing so. The provision of the report shall be a pre-condition for the County's reimbursing the Contractor for services provided under this Agreement.
1. The County pursues a long-range tourism development and marketing strategy. Part of that strategy is to foster the visual integration of published tourism materials in Snohomish County. For that purpose, the County has developed a package of design guidelines which includes a logotype, a tag line and a family of colors. If any printed materials or print medium advertisements are produced as part of the Project that is the subject of this Agreement, the following requirement will apply: (i) The Contractor will coordinate design of printed materials produced under the Agreement with the County contact set forth in Section 6 of the Agreement, with the goal of applying the design guidelines to printed materials produced hereunder. (ii) The Contractor will submit the proposed design to the County's contact for review and approval prior to printing the production run.
 2. To ensure that out-of-county visitors are attracted to the Project, the Contractor will direct more than fifty percent (50%) of any promotional materials underwritten in whole or in part by County funds at potential visitors from outside of Snohomish County. For written materials, this goal may be accomplished by mailing written materials out of the county. At least fifty percent (50%) of any electronic advertising funded under this Agreement will be directed at audiences outside of Snohomish County.

Schedule B
Compensation

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum.

2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the "COUNTY" column of the Project budget below. The Contractor shall submit an invoice to the County with itemized invoices from third parties for all eligible expenditures for which the Contractor seeks reimbursement. In-kind matching volunteer services shall be valued at a rate of \$28.54 per hour or as invoiced to the Contractor by independent third parties at a commercially reasonable rate that is customary for such work. In addition, if County funds are to be used to pay in whole or in part any printed materials, print advertising or broadcast medium advertising, the Contractor will submit with the Contractor's reimbursement request for associated costs incurred: one (1) copy of printed materials; one copy of each print advertisement as printed; and one copy of the text of each broadcast medium advertisement. The Contractor will not be reimbursed for any expenses incurred by it which provide direct promotional benefit to a specific private business entity. In order to ensure timely closeout of the Project, the Contractor shall submit its invoice to the County no later than thirty (30) calendar days after completion of the services authorized by this Agreement and, in any event, no later than December 31, 2022. The Contractor's invoice shall be accompanied by a report summarizing the Project and how funds provided for the Project under this Agreement have enhanced tourism in Snohomish County. In no event shall the Contractor's invoice be paid by the County if it is submitted after December 31, 2022, or if it is not accompanied by the required report.

PROJECT BUDGET

ITEM	COUNTY	MATCH	
		CASH	IN-KIND
Visitor Analytics and Targeted Marketing	\$2,500		\$5,000
Total	\$2,500		\$5,000

Upon request of the Contractor and approval by the County Executive as provided in SCC 4.40.065(11), the Contractor may be authorized to shift funds within the items defined in the budget shown above subject to the following conditions:

1. No funds may be shifted without **prior** written authorization from the County's contact set forth in Section 6 of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.

2. Funds shifted shall aggregate no more than twenty percent (20%) of the total allocation amount.

3. Funds shifted shall be within the original allocation. Authorization to shift funds IS NOT authorization to exceed the original amount of the allocation. In no event shall payments by the County under the Agreement exceed the Contract Maximum.
4. Funds may only be shifted among items listed in the original budget. No new budget items or expenditure categories may be funded without an amendment to this Agreement.

Schedule C
Contractor's Project Application

Snohomish County 2022 Hotel-Motel Small Fund Grant Application

PROJECT SPONSOR INFORMATION

Project Title: Visitor Analytics and Targeted Marketing

Project Rank (If Applicable):

Project Sponsor / City of Marysville

Contract Authority:

1049 State Ave.

Address:

City: Marysville

State: WA

Zip: 98270

Contact Person: Connie Mennie, Communications Administrator

Address: 1049 State Ave.

City: Marysville

State: WA

Zip: 98270

Phone: 360-363-8086

Email: cmennie@marysvillewa.gov

Date Range and Location of Event/Project: Jan.15 - Dec. 15, 2022

Sponsor is:

Non-Profit: EIN #

Public agency: Tax ID # 91-6001459

How many times have you received the Hotel/Motel grant, for this activity, in past five years?
0

2022 Budget:

Request: \$ 2500

Match: \$ 7500

Total Project Budget: \$ 10,000

Continued on next page.

P-20-

(For office use)

2022 Visitor Participation

Estimated overall visitors drawn:

Estimated number of visitors travelling 50+ miles:

Estimated visitors travelling from out-of-state / out-of-country:

Estimated one-day visitors (not paying for overnight lodging):

Estimated number of lodging nights generated by project: 10% increase

Snohomish County Destination Development Participation

Did you, or a member of your organization, attend any of the following?

- | | | |
|--|---|-----------------------------|
| 1. 2017 Future iQ Regional Workshops | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. 2018 Snohomish County Tourism Summit | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. 2018 Future iQ Future Think-Tank Tourism Workshops | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. 2018 Small Fund Grant Application Workshop | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. 2018 Regional Branding Workshops | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. 2019 Snohomish County Tourism Alliance (SCTA) Kick-off | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. 2019 Snohomish County Tourism Alliance Conference –
County Tourism Data Goes “Big” | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. 2019 Small Fund Grant Workshop | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Completed application packages must be emailed and received by 12:00 a.m. on September 13, 2021.

1. PROJECT SUMMARY

In the space below, provide a concise, one paragraph summary on the scope of your proposed project. If your project is a component of a larger project or initiative, you may give context about how this component supports it. In your summary, please include the total project budget, the amount of funds you are requesting, what portion of your project these funds would cover, the number of over nights you anticipate your project will bring to the county, and any other tourism objectives your project includes.

The City of Marysville desires to develop targeted marketing campaign strategies to attract more overnight visitors. Our initial approach for 2022 is two-fold:

1. to obtain visitor demographics through participation in the Seattle NorthCounty Visitor Analytics Co-Op by See Source, and
2. to develop and populate a Marysville microsite under the SeattleNorthCountry.com umbrella in partnership with their digital team.

Visitor analytics will help us better understand where our visitor audience(s) come from and develop marketing tailored to their interests. The Marysville microsite will offer a broader platform for sharing Marysville's best visitor destinations, such as the uniquely beautiful Ebey Waterfront Trail.

Together, these assets will benefit the city and county as well as our partners in the lodging and visitor attractions industries. Our intent is to build a framework in 2022 that can be expanded in future years.

2022 goal is to increase the annual number of overnight stays in Marysville by 10%.

Total project budget is \$10,000 =

\$2,500 request from Snohomish County LTAC

\$2,500 request from City of Marysville LTAC (intended / funding cycle not yet opened)

\$5,000 in-kind support (analysis and content development by city staff)

2. PROJECT BUDGET DETAIL

Please detail the budget for your project. Specify whether your various match items will be either cash (C) or in-kind (I/K).

Project Name:					
Item	Requested from County	*Requested from City (if applicable)	Cash Match	In-Kind Match	Total
1. Seattle NorthCountry Visitor Analytics Co-Op	\$ 2500	\$ 2500	\$	\$ 5000	\$ 10,000
2.	\$	\$	\$	\$	\$
3.	\$	\$	\$	\$	\$
4.	\$	\$	\$	\$	\$
5.	\$	\$	\$	\$	\$
6.	\$	\$	\$	\$	\$
7.	\$	\$	\$	\$	\$
8.	\$	\$	\$	\$	\$
9.	\$	\$	\$	\$	\$
10.	\$	\$	\$	\$	\$
Totals:	\$ 2500	\$ 2500	\$	\$ 5000	\$ 10,000

3. BUDGET NARRATIVE

In the space below please offer any information which you feel may provide useful background on your proposed budget such as source and rate at which matching labor costs are calculated. Note, personnel costs (wages, benefits, etc.) cannot be reimbursed by the county, however such costs are eligible as a portion of your matching funds.

In-kind match is estimated using labor costs for Communications Administrator and Communications Specialist who will analyze visitor demographics and develop targeted marketing content for the city website, social channels and Marysville microsite.

Communications Administrator
4 hrs/month @ \$55/hr. = \$2,640

Communications Specialist
6 hrs/month @ \$34/hr. = \$2,448

4. PROJECT TIMELINE

Please use the chart below to break out your project into its key stage tasks, showing when each task will be accomplished.

MONTH	KEY TASKS
January	- Work with Snohomish County Tourism on microsite development - Review visitor analytics
February	- Develop Marysville destination content #1 - attraction, story, photos, video
March	- Review & confirm local events calendar - Review visitor analytics
April	- Develop Marysville destination content #2 - attraction, story, photos, video
May	- Review visitor analytics
June	- Develop Marysville destination content #3 - attraction, story, photos, video
July	- Review visitor analytics
August	- Develop Marysville destination content #4 - attraction, story, photos, video
September	- Review visitor analytics - Begin to assess 2022 tourism promotion efforts and plan for 2023
October	- Develop Marysville destination content #5 - attraction, story, photos, video
November	- Review visitor analytics
December	- Develop Marysville destination content #6 - attraction, story, photos, video - Final project report

5. PROJECT TIMELINE NARRATIVE

Please use the space below to provide any necessary background on elements of your project timeline.

6. MARKETING PLAN

If applicable, please use the chart below to break out your marketing plan. Include number of promotional pieces to be produced, numbers of media ads to be placed, and media outlets to be used. Please attach vendor marketing plan if using professional services.

MONTH	MARKETING SCHEDULE
January	
February	Marysville attraction #1: content for Seattle NorthCountry Marysville microsite, city website, social media, news release/features pitch
March	
April	Marysville attraction #2: content for Seattle NorthCountry Marysville microsite, city website, social media, news release/features pitch
May	
June	Marysville attraction #3: content for Seattle NorthCountry Marysville microsite, city website, social media, news release/features pitch
July	
August	Marysville attraction #4: content for Seattle NorthCountry Marysville microsite, city website, social media, news release/features pitch
September	
October	Marysville attraction #5: content for Seattle NorthCountry Marysville microsite, city website, social media, news release/features pitch
November	
December	Marysville attraction #6: content for Seattle NorthCountry Marysville microsite, city website, social media, news release/features pitch

7. MARKETING NARRATIVE

Please use the space below to provide any necessary background on elements of your project marketing. Include how you plan efficiently reach audiences outside of Snohomish County. If professional marketing services are used, please describe what services are used and how.

Our marketing strategy is simple and tailored to distinct targeted audiences. Examples:

For the Ebey Waterfront Trail, we intend to provide tailored content and outreach to regional hiking, kayaking and environmental groups, interests, and media.

For the historic Marysville Opera House, we will provide tailored content and outreach to events planners, wedding vendors, performance artists, historical groups and media outlets serving each of those audiences.

8. ECONOMIC IMPACT

Please quantify the projected overnight stays generated by your project and explain the methodology by which you developed them.

If your project does not directly generate quantifiable overnights, explain how the project increases length of stay, and/or supports visitors once in-market.

Although it is difficult to project the number of overnight stays generated by this project, it is nearly certain to increase that number by greatly magnifying public awareness of visitor attractions in Marysville.

Once visitors are here, they would be more likely to lengthen their stay in order to spend more time exploring all Marysville has to offer.

Our 2022 goal is to increase annual overnight stays by 10%.

Sharing the microsite and demographic information with our partners in lodging and local attractions would also help inform their own marketing to further help generate an increase in overnight stays.

9. PROJECT DESCRIPTION

This section requires a concise and quantifiable description of your project. If you are requesting funds for a specific portion of a larger project, please state so, but focus your response on the element for which you are requesting funding assistance. Please provide answers to all that apply:

- (1) What are the project objectives?
- (2) How does your project support the STP goals?
- (3) Describe your target audience. How was it selected?
- (4) What measures you will apply to gauge its success?
- (5) If you did not receive full funding, how would this impact the project?

The City of Marysville is requesting funding to join the Seattle NorthCounty Visitor Analytics Co-Op by See Source in order to obtain visitor demographics specific to Marysville. Information derived through these analytics will inform and help tailor the city's 2022 tourism marketing and promotional efforts.

(1) Project objectives:

- to increase annual overnight stays in Marysville by 10% in 2022, and
- to expand general public awareness of the city's top visitor attractions.

(2) This project specifically supports STP goal 2.1 Regional Destination Product Development, Marketing and Promotion. Marysville's participation in the Seattle NorthCountry microsite helps ensure produce quality consistency and strengthen the visitor experience.

Our intent is also to support STP goal 2.9 Seasonality by further promoting off-season events and activities with custom content feature stories, both indoors (events at historic Opera House) and outdoors (winter hikes on regional trails).

(4) Quantitative: Success translates to a 10% increase in overnight stays in 2022.

Also # of media mentions, increased attendance at events.


Qualitative: positive public perception, social media activity/mentions

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 14, 2022

AGENDA ITEM:	
Contract Award - Downtown Stormwater Treatment Project	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab, Contract, Sole Source Approval	
BUDGET CODE:	AMOUNT:
40250594.563000, D1802	\$ 11,411,667.24
SUMMARY:	
<p>Council approved grant agreements with the Department of Ecology on July 9, 2018 and December 13, 2021 to design and construct a stormwater treatment facility located on the Geddes property. The project will treat stormwater within the Downtown area, approximately 460 acres, before discharging to the Ebey Slough. To solicit competitive bids, a bid alternate A has been included to allow the City the option to use an alternate Ecology approved stormwater treatment media that offers similar performance with less effective treatment area. To assure consistency with City needs, sole sourcing of certain electrical, instrumentation, control, pump, stormwater treatment, and other products has been requested. The attached approval includes a breakdown and discussion of necessary sole source items required for successful performance and maintenance of the facility.</p> <p>The project was advertised for a February 9, 2022 bid opening. The City received (6) bids as shown on the attached bid tabulation. McClure and Sons, Inc. has been identified as the lowest responsive bidder for with a contract bid of \$10,868,254.24 for the base bid, and with a contract bid of \$11,109,807.24 for bid alternate A. The base bid is recommended for approval because it offers greater performance at less cost than the bid alternate A. The base bid is 4.3% over the Engineer's Estimate of \$10,418,868.93. References have been checked and found to be satisfactory.</p> <p>The project construction cost requested and net cost to the City is given below:</p>	
Contract Bid (incl. Sales Tax):	\$ 10,868,254.24
<u>Management Reserve (5%):</u>	<u>\$ 543,413.00</u>
Total Allocation:	\$ 11,411,667.24
Ecology Grant (2018)	\$ 4,140,000.00
<u>Ecology Grant (2021)</u>	<u>\$ 2,493,527.00</u>
Total Ecology Grant (Construction)	\$ 6,633,527.00
Total Net City Cost:	\$ 4,778,140.24

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Downtown Stormwater Treatment Project contract with McClure and Sons, Inc. in the amount of \$ 10,868,254.24 (including Sales Tax), and to approve a management reserve of \$ 543,413.00, for a total allocation of \$11,411,667.24.

Downtown Stormwater Treatment Project (DSTP)
Bid Tabulation

BID SCHEDULE				Engineer's Estimate		McClure and Sons		Prospect		Stellar J		Strider		Northup (Harbor Pacific)		IMCO	
Item No.	Description	Plan Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Minor Changes	1	FA	\$200,000.00	\$200,000	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
2	Contractor Survey 1-05.4	1	LS	\$20,000.00	\$20,000	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00
3	Reocrd Drawings (Min. Bid \$5,000) 1-05.18	1	LS	\$5,000.00	\$5,000	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	SPCC 1-07.15	1	LS	\$2,500.00	\$2,500	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Archaeological and Historical Salvage 1-07.16(4)	10,000	EST	\$1.00	\$10,000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
6	Type B Progress Schedule (Minimum Bid \$5,000) 1-08.3	1	LS	\$5,000.00	\$5,000	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
7	Mobilization, Bonds, Insurance 1-09.7	1	LS	\$755,920.00	\$755,920	\$450,000.00	\$450,000.00	\$1,000,000.00	\$1,000,000.00	\$1,050,000.00	\$1,050,000.00	\$750,000.00	\$750,000.00	\$1,081,996.00	\$1,081,996.00	\$1,180,000.00	\$1,180,000.00
8	Project Temporary Traffic Control 1-10.5	1	LS	\$28,930.00	\$28,930	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$38,000.00	\$38,000.00	\$100,000.00	\$100,000.00
9	Pothole Existing Utility 2-05	5	EA	\$1,100.00	\$5,500	\$1,700.00	\$8,500.00	\$1,200.00	\$6,000.00	\$700.00	\$3,500.00	\$550.00	\$2,750.00	\$2,200.00	\$11,000.00	\$3,500.00	\$17,500.00
10	Paint Line 8-22	280	LF	\$3.30	\$924	\$6.00	\$1,680.00	\$4.75	\$1,330.00	\$5.50	\$1,540.00	\$1.20	\$336.00	\$6.00	\$1,680.00	\$5.50	\$1,540.00
11	Plastic Line 8-22	100	LF	\$11.00	\$1,100	\$8.00	\$800.00	\$7.25	\$725.00	\$8.00	\$800.00	\$5.00	\$500.00	\$12.00	\$1,200.00	\$11.00	\$1,100.00
12	Demolition	1	LS	\$49,610.00	\$49,610	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$80,000.00	\$80,000.00	\$25,000.00	\$25,000.00	\$62,000.00	\$62,000.00	\$78,000.00	\$78,000.00
13	Concrete - Treatment Units	541	CY	\$900.00	\$486,900	\$1,400.00	\$757,400.00	\$1,700.00	\$919,700.00	\$2,200.00	\$1,190,200.00	\$1,650.00	\$892,650.00	\$1,500.00	\$811,500.00	\$2,060.00	\$1,114,460.00
14	Pretreatment Foundation	45	CY	\$800.00	\$36,000	\$800.00	\$36,000.00	\$890.00	\$40,050.00	\$1,200.00	\$54,000.00	\$1,100.00	\$49,500.00	\$2,000.00	\$90,000.00	\$1,200.00	\$54,000.00
15	Accessories - Treatmetn Units	1	LS	\$238,480.00	\$238,480	\$300,000.00	\$300,000.00	\$400,000.00	\$400,000.00	\$275,000.00	\$275,000.00	\$500,000.00	\$500,000.00	\$240,000.00	\$240,000.00	\$350,000.00	\$350,000.00
16	Prefabricated Electrical Shelter	1	LS	\$31,790.00	\$31,790	\$67,000.00	\$67,000.00	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00	\$57,300.00	\$57,300.00
17	Wet Well Pump	2	EA	\$169,125.00	\$338,250	\$275,000.00	\$550,000.00	\$280,000.00	\$560,000.00	\$290,000.00	\$580,000.00	\$300,000.00	\$600,000.00	\$260,000.00	\$520,000.00	\$338,000.00	\$676,000.00
18	Electrical and Controls	1	LS	\$755,920.00	\$755,920	\$850,000.00	\$850,000.00	\$920,000.00	\$920,000.00	\$883,000.00	\$883,000.00	\$900,000.00	\$900,000.00	\$895,790.00	\$895,790.00	\$760,000.00	\$760,000.00
19	Preload Excavation and Stockpiling	5,345	CY	\$16.50	\$88,193	\$14.00	\$74,830.00	\$10.00	\$53,450.00	\$10.00	\$53,450.00	\$7.00	\$37,415.00	\$7.50	\$40,087.50	\$8.60	\$45,967.00
20	Excavation, Stockpile, and Testing	3,151	CY	\$66.00	\$207,966	\$25.00	\$78,775.00	\$45.00	\$141,795.00	\$30.00	\$94,530.00	\$20.00	\$63,020.00	\$58.50	\$184,333.50	\$19.00	\$59,869.00
21	Contaminated Haul and Disposal	1,500	TON	\$110.00	\$165,000	\$61.00	\$91,500.00	\$73.00	\$109,500.00	\$98.00	\$147,000.00	\$90.00	\$135,000.00	\$89.00	\$133,500.00	\$113.50	\$170,250.00
22	Clean Haul and Disposal	4,329	TON	\$33.00	\$142,857	\$24.00	\$103,896.00	\$21.00	\$90,909.00	\$25.00	\$108,225.00	\$14.00	\$60,606.00	\$8.00	\$34,632.00	\$31.00	\$134,199.00
23	Dewatering, Shoring, and Excavation Safety	1	LS	\$591,030.00	\$591,030	\$700,000.00	\$700,000.00	\$1,718,063.00	\$1,718,063.00	\$850,000.00	\$850,000.00	\$300,000.00	\$300,000.00	\$1,200,000.00	\$1,200,000.00	\$875,000.00	\$875,000.00
24	Temporary Stormwater Diversion	1	LS	\$202,180.00	\$202,180	\$25,000.00	\$25,000.00	\$150,000.00	\$150,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$110,000.00	\$110,000.00	\$43,000.00	\$43,000.00
25	Temporary Erosion and Sedimentation Control	1	LS	\$31,680.00	\$31,680	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$46,000.00	\$46,000.00
26	Pilings	9,240	LF	\$93.50	\$863,940	\$80.00	\$739,200.00	\$70.00	\$646,800.00	\$85.00	\$785,400.00	\$82.00	\$757,680.00	\$100.00	\$924,000.00	\$85.00	\$785,400.00
27	Landscaping - Treatment Units	1	LS	\$15,180.00	\$15,180	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$27,500.00	\$27,500.00	\$20,000.00	\$20,000.00	\$23,500.00	\$23,500.00
28	Landscaping - Park	1	LS	\$41,360.00	\$41,360	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$42,500.00	\$42,500.00
29	Cement Concrete Pavement and Sidewalks	145	CY	\$477.00	\$69,165	\$550.00	\$79,750.00	\$1,000.00	\$145,000.00	\$700.00	\$101,500.00	\$825.00	\$119,625.00	\$800.00	\$116,000.00	\$693.00	\$100,485.00
30	Hot Mix Asphalt	107	TON	\$242.00	\$25,894	\$350.00	\$37,450.00	\$205.00	\$21,935.00	\$200.00	\$21,400.00	\$240.00	\$25,680.00	\$315.00	\$33,705.00	\$180.00	\$19,260.00
31	Crushed Surfacing Base Course	910	TON	\$49.50	\$45,045	\$55.00	\$50,050.00	\$60.00	\$54,600.00	\$75.00	\$68,250.00	\$45.00	\$40,950.00	\$95.00	\$86,450.00	\$103.00	\$93,730.00
32	Structural Fill	2,201	TON	\$55.00	\$121,055	\$20.00	\$44,020.00	\$30.00	\$66,030.00	\$35.00	\$77,035.00	\$32.00	\$70,432.00	\$56.00	\$123,256.00	\$28.00	\$61,628.00
33	Park Amenities	1	LS	\$367,620.00	\$367,620	\$145,000.00	\$145,000.00	\$140,000.00	\$140,000.00	\$270,000.00	\$270,000.00	\$190,000.00	\$190,000.00	\$100,000.00	\$100,000.00	\$145,000.00	\$145,000.00
34	Irrigation	1	LS	\$16,060.00	\$16,060	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$42,000.00	\$42,000.00	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00	\$38,000.00	\$38,000.00
35	Horizontal Drilling	600	LF	\$25.30	\$15,180	\$90.00	\$54,000.00	\$40.00	\$24,000.00	\$50.00	\$30,000.00	\$74.00	\$44,400.00	\$65.00	\$39,000.00	\$55.00	\$33,000.00
36	48" Catch Basin Type 2	4	EA	\$7,590.00	\$30,360	\$9,000.00	\$36,000.00	\$3,000.00	\$12,000.00	\$3,500.00	\$14,000.00	\$6,200.00	\$24,800.00	\$3,780.00	\$15,120.00	\$8,300.00	\$33,200.00
37	60" Catch Basin Type 2	2	EA	\$10,725.00	\$21,450	\$11,000.00	\$22,000.00	\$9,000.00	\$18,000.00	\$7,000.00	\$14,000.00	\$12,000.00	\$24,000.00	\$11,000.00	\$22,000.00	\$14,600.00	\$29,200.00
38	72" Catch Basin Type 2	2	EA	\$10,615.00	\$21,230	\$13,000.00	\$26,000.00	\$9,000.00	\$18,000.00	\$7,000.00	\$14,000.00	\$12,000.00	\$24,000.00	\$11,000.00	\$22,000.00	\$14,600.00	\$29,200.00
39	84" Catch Basin Type 2	1	EA	\$17,930.00	\$17,930	\$37,000.00	\$37,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$33,250.00	\$33,250.00	\$51,000.00	\$51,000.00	\$40,000.00	\$40,000.00
40	96" Flow Splitter	1	EA	\$49,610.00	\$49,610	\$45,000.00	\$45,000.00	\$26,000.00	\$26,000.00	\$32,000.00	\$32,000.00	\$40,000.00	\$40,000.00	\$61,000.00	\$61,000.00	\$54,500.00	\$54,500.00
41	Catch Basin Type 1	3	EA	\$3,227.00	\$9,681	\$3,500.00	\$10,500.00	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00	\$1,350.00	\$4,050.00	\$2,725.00	\$8,175.00	\$2,900.00	\$8,700.00
42	Curb Inlet	3	EA	\$3,850.00	\$11,550	\$3,300.00	\$9,900.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$1,400.00	\$4,200.00	\$2,725.00	\$8,175.00	\$3,150.00	\$9,450.00

Downtown Stormwater Treatment Project (DSTP)
Bid Tabulation

BID SCHEDULE				Engineer's Estimate		McClure and Sons		Prospect		Stellar J		Strider		Northup (Harbor Pacific)		IMCO	
Item No.	Description	Plan Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
43	Treatment Meida System and Appurtenances (30.7 CFS)	1	LS	\$946,990.00	\$946,990	\$1,150,000.00	\$1,150,000.00	\$1,000,000.00	\$1,000,000.00	\$850,000.00	\$850,000.00	\$1,050,000.00	\$1,050,000.00	\$981,000.00	\$981,000.00	\$1,068,000.00	\$1,068,000.00
44	Pretreatment Units	2	EA	\$191,400.00	\$382,800	\$205,000.00	\$410,000.00	\$250,000.00	\$500,000.00	\$225,000.00	\$450,000.00	\$290,000.00	\$580,000.00	\$200,000.00	\$400,000.00	\$285,000.00	\$570,000.00
45	Plastic Piping and Fittings	1	LS	\$11,440.00	\$11,440	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$175,000.00	\$175,000.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$50,000.00	\$50,000.00
46	Ductile Iron Piping and Fittings	1	LS	\$1,421,640.00	\$1,421,640	\$1,659,257.00	\$1,659,257.00	\$1,500,000.00	\$1,500,000.00	\$1,400,000.00	\$1,400,000.00	\$1,550,000.00	\$1,550,000.00	\$1,280,000.00	\$1,280,000.00	\$1,900,000.00	\$1,900,000.00
47	Wet Well (Excluding Pumps)	1	LS	\$233,750.00	\$233,750	\$270,000.00	\$270,000.00	\$500,000.00	\$500,000.00	\$380,000.00	\$380,000.00	\$1,100,000.00	\$1,100,000.00	\$600,000.00	\$600,000.00	\$405,000.00	\$405,000.00
48	Valve Vault	1	LS	\$298,540.00	\$298,540	\$320,000.00	\$320,000.00	\$300,000.00	\$300,000.00	\$150,000.00	\$150,000.00	\$525,000.00	\$525,000.00	\$350,000.00	\$350,000.00	\$168,000.00	\$168,000.00
49	36" In-Line Check Valve	1	EA	\$18,260.00	\$18,260	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$22,500.00	\$22,500.00	\$21,000.00	\$21,000.00	\$20,000.00	\$20,000.00
50	60" In-line Check Valve	1	EA	\$75,900.00	\$75,900	\$87,000.00	\$87,000.00	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$80,000.00	\$80,000.00	\$76,000.00	\$76,000.00	\$86,300.00	\$86,300.00
SUBTOTAL BASE BID				\$9,532,360		\$9,943,508.00		\$11,934,887.00		\$10,865,330.00		\$11,225,244.00		\$11,265,000.00		\$11,846,638.00	
SALES TAX 9.3%				\$886,509		\$ 924,746.24		\$ 1,109,944.49		\$ 1,010,475.69		\$ 1,043,947.69		\$ 1,047,645.00		\$ 1,101,737.33	
TOTAL BASE BID				\$ 10,418,868.93		\$ 10,868,254.24		\$ 13,044,831.49		\$ 11,875,805.69		\$ 12,269,191.69		\$ 12,312,645.00		\$ 12,948,375.33	
BID ALTERNATE ITEM 43A				\$ 832,857.65		\$ 1,371,000.00		\$ 950,000.00		\$ 750,000.00		\$ 980,000.00		\$ 1,285,000.00		\$ 1,028,000.00	
SALES TAX 9.3%				\$ 77,455.76		\$ 127,503.00		\$ 88,350.00		\$ 69,750.00		\$ 91,140.00		\$ 119,505.00		\$ 95,604.00	
TOTAL BID ALTERNATE ITEM 43A				\$ 910,313.42		\$ 1,498,503.00		\$ 1,038,350.00		\$ 819,750.00		\$ 1,071,140.00		\$ 1,404,505.00		\$ 1,123,604.00	
TOTAL ALTERNATE A BID (TOTAL BASE BID - BID ITEM 43 + BID ITEM 43A + WSSST)				\$ 10,294,122.28		\$ 11,109,807.24		\$ 12,990,181.49		\$ 11,766,505.69		\$ 12,192,681.69		\$ 12,644,917.00		\$ 12,904,655.33	
						APPARENT LOW BASE BID											
						APPARENT LOW ALTERNATE A BID											

Notes:
1. Highlighted cells with red bold text indicate corrected values.



02/10/2022

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and _____ (Contractor), a _____, organized under the laws of the State of Washington, located and doing business at _____, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

DOWNTOWN STORMWATER TREATMENT PROJECT (D1802)

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2022 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction;
- D. General Special Provisions
- E. Plans, Drawings, Project and CSI Special Provisions;
- F. WSDOT Standard Plans
- G. City Standard Plans
- H. Appendices
- I. Addenda
- J. Contractor's Proposal/Bid
- K. Payment Bond and Performance Bond; and
- L. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within three hundred (300) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is [Contract Amount] (\$ _____) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated _____. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered _____(Contractor Representative) on behalf of the Contractor and by _____ (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u>	<u>City:</u>
_____	City of Marysville
_____	Public Works – Attn: _____
_____	80 Columbia Ave
_____	Marysville, WA 98270

VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

VIII. THIRD PARTY BENEFICIARY. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

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

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**PERFORMANCE BOND
to City of Marysville, WA**

Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to _____
_____ (the "Principal"), a contract for the construction of the project
designated as _____, Project No. _____, in
Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for
performance of all obligations under the Contract.

The Principal, and _____ (the "Surety"),
a corporation organized under the laws of the State of _____ and licensed to do
business in the State of Washington as surety and named in the current list of "Surety Companies
Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of
Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the
sum of _____ U.S. Dollars (\$ _____) Total
Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its
heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the
Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized
modifications, additions, and changes to said Contract that may hereafter be made, at the time
and in the manner specified; and if such performance obligations have not been fulfilled, this bond
shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or
addition to the terms of the Contract, the specifications accompanying the Contract, or to the work
to be performed under the Contract shall in any way, affect its obligation on this bond, and waives
notice of any change, extension of time, alteration, or addition to the terms of the Contract or the
work performed. The Surety agrees that modifications and changes to the terms and conditions
of the Contract that increase the total amount to be paid the Principal shall automatically increase
the obligation of the Surety on this bond and notice to the Surety is not required for such increased
obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the
parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully
executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature Date

Surety Signature Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Name, address, and telephone number of local office/agent of Surety is:

PAYMENT BOND to City of Marysville, WA

Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to _____ (the "Principal"), a contract for the construction of the project designated as _____, Project No. _____, in Marysville, Washington (the "Contract"), and said Principal is required under the terms of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (the "Surety"), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ U.S. Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and shall pay the taxes, fees, and penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way, affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature Date

Surety Signature Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Name, address, and telephone number of local office/agent of Surety is:

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select one:

- (1) Retained in a fund by the City.** No interest will be earned on the retained percentage amount under this election.
- (2) Deposited in an Interest-Bearing Account.** Deposited by the City in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Funds may not be withdrawn until sixty (60) days after the completion date of the work and must be in accordance with Chapters 60.28 and 39.12 RCW. Interest on such account will be paid to the Contractor. Fees incurred shall be the responsibility of the Contractor.

If this option is selected, the Contractor must complete the attached "Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account" form.

- (3) Placed in an Escrow Account Chosen by Contractor.** Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor is solely responsible for all costs which may accrue from escrow services, brokerage costs, or both, and assumes all risks in connection with the investment of the retained percentages in securities.

If this option is selected, the Contractor must complete two copies of the attached "Retainage Escrow Agreement" form.

- (4) Bond in Lieu of Retainage.** In lieu of the City withholding retainage, the Contractor will submit a Retainage Bond which must be effective until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

If this option is selected, the Contractor must complete the attached "Retainage Bond" form.

Contractor

Contractor's Signature

Printed Name: _____

Title: _____

Date: _____

**Assignment of Savings or Time Deposit Escrow
Retained Percentage Holding Account**

The undersigned _____ hereby referenced to as "Contractor" has directed CITY OF MARYSVILLE herein referred to as "Agency" to deliver its warrants or checks payable to _____, herein after the "Bank" and the Contractor jointly. Such warrants or checks shall be deposited to Account # _____ as an Escrow Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the Agency, in writing, authorizing the release of such funds. All interest earned on this account shall be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained percentage funds in this account shall be paid by the Contractor.

Contractor

Agency: City of Marysville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Bank

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



Project	
Contractor	
Bank	

The Undersigned, _____, hereinafter referred to as the Contractor, and the City of Marysville, hereinafter referred to as the City, have entered into a public works construction contract.

Under the terms of the Contract, and pursuant to Chapter 60.28. RCW, the Contractor and the Public Body have agreed to deposit any and all retainage from the Contract into an interest bearing depository account (the “Retainage Account”) with _____ (the “Bank”), subject to the following instructions:

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

1. **Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.

2. **Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.

3. **Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank’s name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.

4. **Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.

- A. Bills, certificates, notes or bonds of the United States;
- B. Other obligations of the United States or its agencies;
- C. Obligations of any corporation wholly owned by the Government of the United States;
- D. Indebtedness of the Federal National Mortgage Association;
- E. Time deposits in commercial banks; and
- F. Mutual funds, pools, or investment trusts, provided the investments of the fund, pool or trust consists solely of securities listed in herein.

Other securities may be deemed Eligible Securities upon the written request of the Contractor and written approval of the City, provided the City has the staff assistance and expertise which will permit it to exercise sound judgment in assessing the security. The City shall consider probable safety, risk to principal, liquidity and any other factor the City deems reasonable to consider. Nothing herein obligates the City to incur any expense or charge to assess the appropriateness of a proposed security. The City has no obligation to consider a proposed security if the City would incur expenses, charges or fees in its assessment of the appropriateness of the security as an investment. If the proposed security has a maturity date, the security must mature on or before the Completion Date. The Contractor expressly acknowledges that any investment in securities involves risks, including, but not limited to, the risks of loss or diminution of principal and failure to realize anticipated or expected appreciation, dividends, interest, or other gain. Contractor expressly waives and releases both City and Bank from any and all liability associated with, or arising out of, these and all market risks.

5. *Bank Duties and Responsibilities.* Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

6. *Change of Completion Date.* Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads, etc. consistent with the later Completion Date. If the changed Completion Date is earlier than the original Completion Date,

the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

7. ***Return of Funds to City.*** At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

8. ***Compensation of Bank.*** Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

9. ***Termination of Escrow By Bank.*** Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City.

10. ***Definitions***

"*Agreement*" shall mean this document, including exhibit A when completely executed by the City, Contractor and Bank.

"*Bank*" shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

"*Check*" shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

"*City*" shall mean the City of Marysville, a municipal corporation of the State of Washington.

"*Completion Date*" shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found in Exhibit A.

"*Contractor*" shall mean the undersigned contractor.

"*Escrow Account*" shall mean the escrow created by this Agreement.

"*Eligible Securities*" are those bonds and securities identified in the paragraph 4 above.

“Retainage” shall mean moneys reserved by the City under the provisions of a public improvement contract.

11. *Miscellaneous.*

A. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account.

B. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf.

C. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington.

D. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

<p>AGREED AND ACCEPTED this the __ day of _____, 20__.</p> <p>_____</p> <p>CONTRACTOR</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Tax ID #: _____</p>	<p>AGREED AND ACCEPTED this the __ day of _____, 20__.</p> <p>CITY OF MARYSVILLE</p> <p>By: _____</p> <p>Jon Nehring, Mayor</p> <p>ATTEST:</p> <p>By: _____</p> <p>_____, Deputy City Clerk</p>
<p>AGREED AND ACCEPTED this the __ day of _____, 20__.</p> <p>_____</p> <p>BANK</p> <p>By: _____</p> <p>Printed name: _____</p> <p>Its: _____</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Jon Walker, City Attorney</p>

EXHIBIT A

City Supplied Information. The City provides the following information:

Project	
Project	Name
	Work Order # (if applicable)
Contractor	
Bank	
Completion Date	

Bank Supplied Information. Bank provides the following information:

Bank		
Bank	Name	
	Branch	
	Address/Phone	
	Contact Person/Account Officer	
Escrow Account	Account Name	
	Bank Account #	

Contractor Supplied Information. Contractor provides the following information:

Contractor		
Contractor	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

RETAINAGE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (Contractor), a corporation organized under the laws of the State of _____, and registered to do business in the State of Washington as a contractor, as Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors, and assigns, are jointly and severally held and bound to the City of Marysville, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of _____ and ___/100's Dollars (\$_____), or five percent (5%) of all monies now or hereafter earned by the Principal in connection with the below-referenced Contract, the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, 20____, the Principal executed a contract (the "Contract") with the City known as:

Project Name: _____

Contract Number: _____

And,

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds"; and

WHEREAS, the Principal has requested that the City accept a retainage bond and release earned retained funds to the Principal, as allowed under RCW Chapter. 60.28;

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to indemnify, defend, and hold the City harmless from any and all loss, costs or damages that the City may sustain by reason of release of said earned retained funds to Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change

order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

The City Attorney may, in his or her discretion, waive conditions of the bond as appropriate.

The bond must be duly executed by the contractor and a surety that is (1) authorized to do business as a surety in the State of Washington and (2) rated at least "A" or better and with a numerical rating of no less than seven (7) by A.M. Best Company. The bond must be accompanied by a fully executed Power of Attorney appointing the signer for the surety as the surety's attorney-in-fact.

Principal

Surety

Principal Signature Date

Surety Signature Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Send bond release information to:

(Address)

(City/State)

ACCEPTED
CITY OF MARYSVILLE

Approved as to Form

By _____
Jon Nehring, Mayor

By _____
Jon Walker, City Attorney

Date: _____

Date: _____



SOLE SOURCE JUSTIFICATION

Department Head: Jeff Laycock Department: Engineering and Transportation Services
Sole Source for the Purchase of: Materials and Equipment for the Downtown Stormwater Treatment Project
Supplier: See attached Cost Estimate: \$2,678,624.63

Sole source purchases are defined as being clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts, upon a clearly unique and cost effective feature requirement, or the basis of extraordinary market conditions. The use of sole source purchases shall be limited only to those specific instances which present the opportunity for extraordinary cost savings or are wholly justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department's recommendation for sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, type of equipment, materials, or firms has not been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Please describe the item and its function:

See attached spreadsheets - Electrical and Non-Electrical.

2. This is a sole source* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, "opened box," or similar special bargains) (please provide supporting material such as price comparison)
- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

See attached spreadsheets.

4. What steps were taken to verify that these features are not available elsewhere?

Other brands/manufacturers that were examined (please list phone numbers and names, and explain why these were not suitable).

See attached spreadsheets.

Other vendors that were contacted (please list phone numbers and names, and explain why these were not suitable).

See attached spreadsheets.


*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

**Procurements of items for which the City has established a standard by designating a brand or manufacturing or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

Requestor


_____/ 11/16/2021
Signature **Steve Miller** Date

Department Head


_____/ 11/17/2021
Signature Date

City Attorney


_____/ 11/17/2021
Jon Walker Date

Routing Instructions:

1. Route completed form and any supporting documents to City Attorney for review.
2. If service/product exceeds \$100,000 the executed form must be included in packet for Council.
3. Include the following sentence in the “recommended action” section on the agenda bill:

“I move to approve the contract for [insert description] in the amount of [insert dollar amount] as a legitimate sole source of supply for this service/product.”

Downtown Stormwater Treatment Project
 Sole Source Justification
 11/16/2021

Sole Source Justification Table - Electrical Equipment

v 2021

Item No.	Part Description	Sole Source Discussion	Sole Source Type	Materials and Equipment			Line \$	Section Price	
				Quantity	Unit	Unit Cost			City Adjust 1.070
Electrical									
Item No.	Equipment							\$46,411.25	
E-1	VFD, Allen-Bradley Powerflex 755, 100HP	Single VFD manufacturer specified to match existing equipment, to provide for ease of operation and maintenance. Communications Protocol Required.	Sole provider of items that are compatible with existing equipment.	2	EA	\$14,400.00	\$15,408.00	\$19,260.00	\$38,520.00
E-2	UPS, APC Smart-UPS, 750VA	Single manufacturer specified to match existing equipment, to provide for ease of operation and maintenance. Provides required signals.	Sole provider of items that are compatible with existing equipment.	2	EA	\$700.00	\$749.00	\$936.25	\$1,872.50
E-3	Flexible LED, Q-Tran KURV-SW	Unique product needed to provide strip lighting for a very specific application in the treatment unit walls. Identified by the architect as best suited for this application.	Sole provider of goods and services that will meet the specialized needs of the City.	900	LF	\$5.00	\$5.35	\$6.69	\$6,018.75
Instrumentation and Control									
Equipment									
								\$70,218.75	
E-4	HMI, Allen-Bradley Panelview 5510, 15"	To reduce training and support needs, City staff recommend that this HMI be specified for ease of programming for maintenance needs. Already included in City's Technical Support Contract. Programming software already licensed.	Sole provider of items that are compatible with existing programs and services.	2	EA	\$4,500.00	\$4,815.00	\$6,018.75	\$12,037.50
E-5	Ethernet Switch, Moxa EDS-510E	Need to specify the Moxa switch due to need for fiber networking with fiber connectors compatible with existing City patch panels and network switches.	Sole provider of items that are compatible with existing equipment.	2	EA	\$1,700.00	\$1,819.00	\$2,273.75	\$4,547.50
E-6	Flowmeter, Siemens SITRANS FM MAG 3100 element, MAG 5000 transmitter	Single manufacturer specified to match existing equipment, to provide for ease of operation and maintenance, and existing spare parts. Siemens SITRANS Magmeter and transmitter selected. Flowtube dimensions are specific to the project. "Ready" signals are required.	Sole provider of items that are compatible with existing equipment.	2	EA	\$11,000.00	\$11,770.00	\$14,712.50	\$29,425.00
E-7	Level Transmitter, VEGA Vegapuls C23 element, Vegadis 82 transmitter	The VEGA was found to be the only radar transmitter that didn't need a combined transmitter/transducer, which wouldn't be ideal for the wet well. "Ready" signals are required.	Sole provider of goods and services that will meet the specialized needs of the City.	3	EA	\$2,000.00	\$2,140.00	\$2,675.00	\$8,025.00
E-8	Pressure Transmitter, Foxboro IGP10	Single manufacturer specified to match existing equipment, to provide for ease of operation and maintenance, and existing spare parts. Foxboro transmitter- needs a "ready" signal. The isolation glands may also be unique.	Sole provider of items that are compatible with existing equipment.	2	EA	\$2,500.00	\$2,675.00	\$3,343.75	\$6,687.50
E-9	PESD, Grace	Grace is the only company found to provide permanent electrical safety devices.	Sole provider of goods and services that will meet the specialized needs of the City.	1	EA	\$400.00	\$428.00	\$535.00	\$535.00
E-10	Power Meter, Schneider PowerLogic	Supported Communications Protocol required.	Sole provider of goods and services that will meet the specialized needs of the City.	1	EA	\$6,700.00	\$7,169.00	\$8,961.25	\$8,961.25

Sole Source Justification Table - Electrical Equipment

v 2021

Item No.	Part Description	Sole Source Discussion	Sole Source Type	Materials and Equipment			Line \$		
				Quantity	Unit	Unit Cost	City Adjust 1.070	Mat'l Cost w/ OH & Profit 15% 10%	Total
E-10	PLC	To reduce training and support needs, City staff recommend that this PLC be specified for ease of programming for maintenance needs and existing spare parts. Already included in City's Technical Support Contract. Programming software already licensed.	Sole provider of items that are compatible with existing programs and services.						\$14,177.50
E-10.1	CPU, Allen-Bradley CompactLogix 1769-L32ERM	Part of lump sum PLC item. See above.		1	EA	\$3,800.00	\$4,066.00	\$5,082.50	\$5,082.50
E-10.2	PSU, Allen-Bradley CompactLogix 1769-PB4, 24VDC	Part of lump sum PLC item. See above.		2	EA	\$800.00	\$856.00	\$1,070.00	\$2,140.00
E-10.3	Ethernet, Allen-Bradley CompactLogix 1769-AENTR	Part of lump sum PLC item. See above.		1	EA	\$1,200.00	\$1,284.00	\$1,605.00	\$1,605.00
E-10.4	AI16, Allen-Bradley CompactLogix 1769-IF16C	Part of lump sum PLC item. See above.		1	EA	\$1,500.00	\$1,605.00	\$2,006.25	\$2,006.25
E-10.5	DI16, Allen-Bradley CompactLogix 1769-IQ16, 24VDC	Part of lump sum PLC item. See above.		4	EA	\$500.00	\$535.00	\$668.75	\$2,675.00
E-10.6	DO8, Allen-Bradley CompactLogix 1769-OW8, 24VDC	Part of lump sum PLC item. See above.		1	EA	\$500.00	\$535.00	\$668.75	\$668.75
TOTALS									
Totals (Mat'ls & Equipment / Labor)									
Supervision @ 15% of labor									\$0.00
Totals (Mat'ls & Equipment and Labor)									
Electrical SubTotal									\$130,807.50

Notes:
 Means provides national average material costs. Use this adjustment to modify for geographic cost variations. Refer to the City Cost Indexes at the back of Means.
 Cost estimates based on Means Electrical Cost Data version 2021.

Downtown Stormwater Treatment Project
 Sole Source Justification
 11/16/2021

Sole Source Justification Table - Non-Electrical Equipment

v 2021

Item No.	Part Description	Sole Source Discussion	Sole Source Type	Quantity	Unit	Materials and Equipment			Line \$	Section Price
						Unit Cost	City Adjust 1.070	Mat'l Cost w/ OH & Profit 15% 10%	Total	
Pump Station										
Equipment										\$334,375.00
PS-1	Submersible Screw Centrifugal Pumps with Pre-rotation Basin	Pump by Hidrostal. Product includes screw centrifugal impeller with self-cleaning prerotation basin to avoid and minimize clogging. This matches other pumps the City operates and maintains.	Sole provider of items that are compatible with existing equipment.	2	EA	\$125,000.00	\$133,750.00	\$167,187.50	\$334,375.00	
Civil										
Equipment										\$1,827,840.88
C-1	Nutrient Separating Baffle Box by Suntree Technologies	This device was identified as specifically needed for ease of maintenance and uniquely suitable for the amount of flow and rated for pretreatment needed for this application. This device is also planning to be tested for GULD rating by Ecology next year, making it a reimbursible cost under the project grants.	Sole provider of goods and services that will meet the specialized needs of the City.	2	EA	\$145,000.00	\$155,150.00	\$193,937.50	\$387,875.00	
C-2	36" Ultraflex CheckMate Check Valve by Tideflex	Valve is specialized for inline application and was identified as specifically suited for tidal applications, and to protect the media against fouling from backwater.	Sole provider of goods and services that will meet the specialized needs of the City.	2	EA	\$10,000.00	\$10,700.00	\$13,375.00	\$26,750.00	
C-3	60" Ultraflex CheckMate Check Valve by Tideflex	Valve is specialized for inline application and was identified as specifically suited for tidal applications, and to protect the media against fouling from backwater.	Sole provider of goods and services that will meet the specialized needs of the City.	2	EA	\$44,000.00	\$47,080.00	\$58,850.00	\$117,700.00	
C-4	Nyoplast PVC Basin with Domed Beehive Grate - 10"	Grate is specifically suited for non-clogging application to allow overflow drainage and to prevent washout of the media. Approved equal acceptable.	Sole provider of goods and services that will meet the specialized needs of the City.	15	EA	\$1,080.00	\$1,155.60	\$1,444.50	\$21,667.50	
C-5	Nyoplast PVC Basin with Domed Beehive Grate - 18"	Grate is specifically suited for non-clogging application to allow overflow drainage and to prevent washout of the media. Approved equal acceptable.	Sole provider of items that are compatible with existing equipment.	1	EA	\$2,410.00	\$2,578.70	\$3,223.38	\$3,223.38	
C-6	Treatment Media - Filterra or BioScape	Contech (Filterra) and Oldcastle (BioScape) are the only (2) manufacturers on the market with GULD approved treatment media, with infiltration rates high enough to meet the performance needs for the DSTP facility.	Sole provider of goods and services that will meet the specialized needs of the City.	1	LS	\$950,000.00	\$1,016,500.00	\$1,270,625.00	\$1,270,625.00	
Architectural										
Equipment										\$381,588.75
A-1	Perforated Metal Cladding including Gate by BOK Modern	Specifically selected by Architect to meet unique aesthetic, durability, and functional characteristics needed at this location.	Sole provider of goods and services that will meet the specialized needs of the City.	1	LS	\$90,000.00	\$96,300.00	\$120,375.00	\$120,375.00	
A-2	KURV-SW Wall lights including remote drivers by Q-Tran	Specifically selected by Architect as uniquely suited for external wall application. Has dry and wet rating at output needed for the wall lengths in our project.	Sole provider of goods and services that will meet the specialized needs of the City.	1	EA	\$80,000.00	\$85,600.00	\$107,000.00	\$107,000.00	

Sole Source Justification Table - Non-Electrical Equipment

v 2021

Item No.	Part Description	Sole Source Discussion	Sole Source Type	Quantity	Unit	Materials and Equipment			Line \$ Total	Section Price
						Unit Cost	City Adjust 1.070	Mat'l Cost w/ OH & Profit 15% 10%		
A-3	Skateblocks by Kenall	Specified by Architect for reliable, durable and aesthetic use and for consistency with future park project.	Sole provider of goods and services that will meet the specialized needs of the City.	1	LS	\$11,000.00	\$11,770.00	\$14,712.50	\$14,712.50	
A-4	Benches by Wishbone	Specified by Architect to meet current standard for benches along the Ebey waterfront trail, and at other locations. These receptacles are also consistent with the future park plan.	Sole provider of goods and services that will meet the specialized needs of the City.	2	EA	\$2,900.00	\$3,103.00	\$3,878.75	\$7,757.50	
A-5	Trash Receptacle by Wishbone	Specified by Architect to meet current standard for benches along the Ebey waterfront trail, and at other locations. These receptacles are also consistent with the future park plan.	Sole provider of goods and services that will meet the specialized needs of the City.	2	EA	\$2,250.00	\$2,407.50	\$3,009.38	\$6,018.75	
A-6	Bollards by Tournesol	Removable bollards by Tournesol were specified to be consistent with the Civic Center. This model also does not have protruding hardware and is better suited for walkways that also serve as vehicular drive paths.	Sole provider of goods and services that will meet the specialized needs of the City.	1	LS	\$14,000.00	\$14,980.00	\$18,725.00	\$18,725.00	
A-7	Grates at Distribution Channels	Specified by Architect to provide safety, durability and aesthetic needs for this visible grate.	Sole provider of goods and services that will meet the specialized needs of the City.	1	LS	\$80,000.00	\$85,600.00	\$107,000.00	\$107,000.00	
Structural										
Equipment										
S-1	Absorbinator Hill System Fall Protection Lines by Guardian	Energy absorbing system specified by Architect as suitable for this application and needed for consistency with aesthetic cladding treatments.	Sole provider of goods and services that will meet the specialized needs of the City.	1	LS	\$3,000.00	\$3,210.00	\$4,012.50	\$4,012.50	\$4,012.50
TOTALS										
Totals (Mat'ls & Equipment / Labor)										
Supervision @ 15% of labor										\$0.00
Totals (Mat'ls & Equipment and Labor)										
Electrical SubTotal										\$2,547,817.13


Notes:
 Means provides national average material costs. Use this adjustment to modify for geographic cost variations. Refer to the City Cost Indexes at the back of Means.
 Cost estimates based on Means Electrical Cost Data version 2021.

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 14, 2022

AGENDA ITEM:	
Contract Awards – Comeford Park and Restroom	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton	
DEPARTMENT:	
Public Works - Engineering	
ATTACHMENTS:	
Certified Bid Tab, Vicinity Map, Public Works Contract	
BUDGET CODE:	AMOUNT:
31000076.563000, P2103	\$1,740,345.81
SUMMARY:	

The Comeford Park and Restroom project will include the construction of a new restroom, a new connection to the Delta Plaza, new event seating adjacent to the Delta Plaza, enhanced circulation, new concrete walkways, new lighting, new landscaping and associated utilities.

The project was advertised for a February 9, 2022 bid opening. The City received 6 bids as shown on the attached bid tabulation. The low bidder was Moon Construction Company, Inc. at \$1,657,472.20. The engineer's estimate is \$1,503,328.60. References have been checked and found to be satisfactory.

Contract Bid (Including Sales Tax 9.3%):	\$1,657,472.20
<u>Management Reserve:</u>	<u>\$82,873.61</u>
Total:	\$1,740,345.81

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Comeford Park and Restroom project contract with Moon Construction Company, Inc. in the amount of \$1,657,472.20, and approve a management reserve of \$82,873.61, for a total allocation of \$1,740,345.81.



Comeford Park and Restroom Certified Bid Tab

2/9/2022

31000076.563000.P2103 COMEFORD PARK AND RESTROOM

Schdule A				Engineer's Estimate		SRV Construction, Inc.		Tiger Construction, LTD.		Colacurcio Bothers, Inc.		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	FA	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	2	COMPLETE CONSTRUCTION OF COMEFORD PARK AND RESTROOM PROJECT	LS	1.00	\$1,280,415.00	\$1,280,415.00	\$1,900,285.00	\$1,900,285.00	\$1,499,000.00	\$1,499,000.00	\$1,470,000.00	\$1,470,000.00
	3	IRRIGATION SYSTEM	FA	1.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	4	GRASSCRETE PAVING	LS	1.00	\$40,000.00	\$40,000.00	\$39,000.00	\$39,000.00	\$70,000.00	\$70,000.00	\$84,500.00	\$84,500.00
		Sales Tax @ 9.3%				\$127,913.60		\$185,468.51		\$151,032.00		\$149,683.50
						\$1,503,328.60		\$2,179,753.51		\$1,775,032.00		\$1,759,183.50

Apparent Low Bid

Schdule A				Engineer's Estimate		Bayshore Construction Co, LLC		Moon Construction Co, Inc.		Wyser Construction Co, Inc.		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	FA	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	2	COMPLETE CONSTRUCTION OF COMEFORD PARK AND RESTROOM PROJECT	LS	1.00	\$1,280,415.00	\$1,280,415.00	\$1,536,288.00	\$1,536,288.00	\$1,425,297.00	\$1,425,297.00	\$1,790,000.00	\$1,790,000.00
	3	IRRIGATION SYSTEM	FA	1.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	4	GRASSCRETE PAVING	LS	1.00	\$40,000.00	\$40,000.00	\$22,000.00	\$22,000.00	\$36,146.00	\$36,146.00	\$19,500.00	\$19,500.00
		Sales Tax @ 9.3%				\$127,913.60		\$150,035.78		\$141,029.20		\$173,398.50
						\$1,503,328.60		\$1,763,323.78		\$1,657,472.20		\$2,037,898.50





PART 3 - CONTRACT DOCUMENTS

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Moon Construction Company, Inc. (Contractor), a Corporation, organized under the laws of the State of Washington, located and doing business at 19624 76th Avenue W, Suite B, Lynnwood, WA 98036 (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

COMEFORD PARK AND RESTROOM P2103

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
 - B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
 - C. 2022 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
 - D. Special Provisions
 - E. Plans, Drawings, Project and Technical Specifications;
 - F. Addenda (if any)
 - G. Contractor's Proposal/Bid
 - H. Payment Bond and Performance Bond; and
 - I. All provisions required by law whether set forth and reproduced herein or not.
-

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within 70 working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is One Million Six Hundred Fifty Seven Thousand Four Hundred Seventy Two Dollars and Twenty Cents (\$1,657,472.20) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated February 9, 2022. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
-

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

_____ (City initials) _____ (Contractor initials)

D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered _____ (Contractor Representative) on behalf of the Contractor and by Nick Greene (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u> Moon Construction Company, Inc. Jeff Moon 19624 76 th Avenue W, Suite B Lynnwood, WA 98036	<u>City:</u> City of Marysville Public Works – Attn: Nick Greene 80 Columbia Ave Marysville, WA 98270
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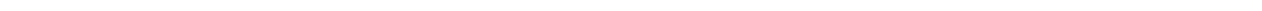
VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this _____ day of _____, 2022.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor



DATED this _____ day of _____, 2022.

MOON CONSTRUCTION COMPANY, INC.
(CONTRACTOR)

By: _____
Clifford Moon
Its: President

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

PERFORMANCE BOND
to City of Marysville, WA
 Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to _____ (the "Principal"), a contract for the construction of the project designated as COMEFORD PARK AND RESTROOM, Project No. P2103, in Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (the "Surety"), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ U.S. Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way, affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

Principal		Surety	
_____	_____	_____	_____
Principal Signature	Date	Surety Signature	Date
Printed Name: _____		Printed Name: _____	
Title: _____		Title: _____	

Name, address, and telephone number of local office/agent of Surety is:

PAYMENT BOND
to City of Marysville, WA

Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to _____
_____ (the "Principal"), a contract for the construction of the project designated as COMEFORD PARK AND RESTROOM, Project No. P2103, in Marysville, Washington (the "Contract"), and said Principal is required under the terms of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (the "Surety"), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ U.S. Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and shall pay the taxes, fees, and penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way, affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature

Date

Surety Signature

Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Name, address, and telephone number of local office/agent of Surety is:

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**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select one:

- (1) Retained in a fund by the City.** No interest will be earned on the retained percentage amount under this election.
- (2) Deposited in an Interest-Bearing Account.** Deposited by the City in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Funds may not be withdrawn until sixty (60) days after the completion date of the work and must be in accordance with Chapters 60.28 and 39.12 RCW. Interest on such account will be paid to the Contractor. Fees incurred shall be the responsibility of the Contractor.

If this option is selected, the Contractor must complete the attached "Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account" form.

- (3) Placed in an Escrow Account Chosen by Contractor.** Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor is solely responsible for all costs which may accrue from escrow services, brokerage costs, or both, and assumes all risks in connection with the investment of the retained percentages in securities.

If this option is selected, the Contractor must complete two copies of the attached "Retainage Escrow Agreement" form.

- (4) Bond in Lieu of Retainage.** In lieu of the City withholding retainage, the Contractor will submit a Retainage Bond which must be effective until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

If this option is selected, the Contractor must complete the attached "Retainage Bond" form.

Contractor

Contractor's Signature

Printed Name: _____

Title: _____

Date: _____

**Assignment of Savings or Time Deposit Escrow
Retained Percentage Holding Account**

The undersigned _____
hereby referenced to as "Contractor" has directed CITY OF MARYSVILLE herein referred to as
"Agency" to deliver its warrants or checks payable to
_____, herein after the "Bank" and the Contractor jointly.
Such warrants or checks shall be deposited to Account # _____ as an Escrow
Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the
Agency, in writing, authorizing the release of such funds. All interest earned on this account shall
be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained
percentage funds in this account shall be paid by the Contractor.

Contractor

Agency: City of Marysville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Bank

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



Project	COMEFORD PARK AND RESTROOM
Contractor	
Bank	

The Undersigned, _____, hereinafter referred to as the Contractor, and the City of Marysville, hereinafter referred to as the City, have entered into a public works construction contract.

Under the terms of the Contract, and pursuant to Chapter 60.28. RCW, the Contractor and the Public Body have agreed to deposit any and all retainage from the Contract into an interest bearing depository account (the "Retainage Account") with _____ (the "Bank"), subject to the following instructions:

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

1. **Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.

2. **Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.

3. **Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank's name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.

4. **Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar

days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.

- A. Bills, certificates, notes or bonds of the United States;
- B. Other obligations of the United States or its agencies;
- C. Obligations of any corporation wholly owned by the Government of the United States;
- D. Indebtedness of the Federal National Mortgage Association;
- E. Time deposits in commercial banks; and
- F. Mutual funds, pools, or investment trusts, provided the investments of the fund, pool or trust consists solely of securities listed in herein.

Other securities may be deemed Eligible Securities upon the written request of the Contractor and written approval of the City, provided the City has the staff assistance and expertise which will permit it to exercise sound judgment in assessing the security. The City shall consider probable safety, risk to principal, liquidity and any other factor the City deems reasonable to consider. Nothing herein obligates the City to incur any expense or charge to assess the appropriateness of a proposed security. The City has no obligation to consider a proposed security if the City would incur expenses, charges or fees in its assessment of the appropriateness of the security as an investment. If the proposed security has a maturity date, the security must mature on or before the Completion Date. The Contractor expressly acknowledges that any investment in securities involves risks, including, but not limited to, the risks of loss or diminution of principal and failure to realize anticipated or expected appreciation, dividends, interest, or other gain. Contractor expressly waives and releases both City and Bank from any and all liability associated with, or arising out of, these and all market risks.

5. Bank Duties and Responsibilities. Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

6. Change of Completion Date. Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds

of Eligible Securities with maturities, reverse loads, etc. consistent with the later Completion Date. If the changed Completion Date is earlier than the original Completion Date, the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

7. Return of Funds to City. At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

8. Compensation of Bank. Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

9. Termination of Escrow By Bank. Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City.

10. Definitions

"*Agreement*" shall mean this document, including Exhibit A when completely executed by the City, Contractor and Bank.

"*Bank*" shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

"*Check*" shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

"*City*" shall mean the City of Marysville, a municipal corporation of the State of Washington.

"*Completion Date*" shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found in Exhibit A.

"*Contractor*" shall mean the undersigned contractor.

"*Escrow Account*" shall mean the escrow created by this Agreement.

“Eligible Securities” are those bonds and securities identified in the paragraph 4 above.

“Retainage” shall mean moneys reserved by the City under the provisions of a public improvement contract.

11. Miscellaneous.

A. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account.

B. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf.

C. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington.

D. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

<p>AGREED AND ACCEPTED this the ___ day of _____, 2022.</p> <p>_____</p> <p>CONTRACTOR</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Tax ID #: _____</p>	<p>AGREED AND ACCEPTED this the ___ day of _____, 2022.</p> <p>CITY OF MARYSVILLE</p> <p>By: _____</p> <p>Jon Nehring, Mayor</p> <p>ATTEST:</p> <p>By: _____</p> <p>_____, Deputy City Clerk</p>
<p>AGREED AND ACCEPTED this the ___ day of _____, 2022.</p> <p>_____</p> <p>BANK</p> <p>By: _____</p> <p>Printed name: _____</p> <p>Its: _____</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Jon Walker, City Attorney</p>

EXHIBIT A

City Supplied Information. The City provides the following information:

Project	COMEFORD PARK AND RESTROOM PROJECT
	P2103 Work Order # (if applicable)
Contractor	
Bank	
Completion Date	

Bank Supplied Information. Bank provides the following information:

Bank	Name	
	Branch	
	Address/Phone	
	Contact Person/Account Officer	
Escrow Account	Account Name	
	Bank Account #	

Contractor Supplied Information. Contractor provides the following information:

Contractor	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

RETAINAGE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (Contractor), a corporation organized under the laws of the State of _____, and registered to do business in the State of Washington as a contractor, as Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors, and assigns, are jointly and severally held and bound to the City of Marysville, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of _____ and ___/100's Dollars (\$ _____), or five percent (5%) of all monies now or hereafter earned by the Principal in connection with the below-referenced Contract, the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, 20____, the Principal executed a contract (the "Contract") with the City known as:

Project Name: COMEFORD PARK AND RESTROOM PROJECT

Contract Number: P2103

And,

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds"; and

WHEREAS, the Principal has requested that the City accept a retainage bond and release earned retained funds to the Principal, as allowed under RCW Chapter. 60.28;

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to indemnify, defend, and hold the City harmless from any and all loss, costs or damages that the City may sustain by reason of release of said earned retained funds to Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change

order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

The City Attorney may, in his or her discretion, waive conditions of the bond as appropriate.

The bond must be duly executed by the contractor and a surety that is (1) authorized to do business as a surety in the State of Washington and (2) rated at least "A" or better and with a numerical rating of no less than seven (7) by A.M. Best Company. The bond must be accompanied by a fully executed Power of Attorney appointing the signer for the surety as the surety's attorney-in-fact.

Principal

Surety

_____ Date

_____ Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ACCEPTED
CITY OF MARYSVILLE

Approved as to Form

By _____
Jon Nehring, Mayor

By _____
Jon Walker, City Attorney

Date: _____

Date: _____



Index #14

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

CITY COUNCIL MEETING DATE: 2/14/2022

AGENDA ITEM:	
Resolution to Adopt the Updated Hazard Mitigation Plan	
PREPARED BY:	DIRECTOR APPROVAL:
Sarah LaVelle, Emergency Preparedness Manager	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Resolution, Marysville Annex – 2020 HMP	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Snohomish County 2020 Hazard Mitigation Plan (HMP) is a multi-jurisdictional plan which identifies and prioritizes actions to reduce or alleviate risks from all hazards. The HMP also enables partnering jurisdictions and agencies to maintain eligibility for disaster-related federal grant assistance (Disaster Mitigation Act 2000). This plan was updated through a range of in-person workshops, webinars, surveys, and open houses with the public. The HMP contains a risk assessment from various natural and human-caused hazards as well as goals, objectives, and specific strategies to improve resilience in the community. The City of Marysville participated in this update as a planning partner and developed a Marysville-specific annex.

The Snohomish County 2020 Hazard Mitigation Plan can be found at:
<https://snohomishcountywa.gov/2429/Hazard-Mitigation-Plan>.

<p>RECOMMENDED MOTION: I move to approve Resolution No. _____.</p>

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON ADOPTING SNOHOMISH COUNTY HAZARD MITIGATION
PLAN.**

WHEREAS, the City of Marysville is exposed to numerous hazards, including flood, earthquake, and severe weather events; and

WHEREAS, mitigation of the hazard risk will result in less exposure to injury and damage to the City of Marysville and its residents; and

WHEREAS, pursuant to the Disaster Mitigation Act of 2000, the Federal Emergency Management Agency has required that the City of Marysville adopt a hazard mitigation plan as a condition of eligibility for certain mitigation grant funds; and

WHEREAS, the City of Marysville has developed such a plan with Snohomish County and partner cities, towns, and special purpose districts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City Council adopts, for purposes of compliance with 44CFR Part 201, the relevant portions of the Snohomish County Hazard Mitigation Plan, dated September 30, 2020, and incorporated herein by this reference, specifically Volume I and Volume II. A copy of the plan is on file in the office of the City Clerk or can be viewed on the Snohomish County Website at <https://snohomishcountywa.gov/2429/Hazard-Mitigation-Plan>.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City Council directs the appropriate City departments to make recommendations for appropriate implementing legislation based on the results of technical studies identified in the plan. If such legislation affects the City of Marysville Growth Management Plans and codes, it will be considered according to the procedures in Chapter 22G.020 MMC.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

1 City of Marysville

1.1 Hazard Mitigation Plan Points of Contact

Primary Point of Contact

Sarah LaVelle
Emergency Preparedness Manager
1049 State Avenue
Marysville, WA 98270
Telephone: 360-363-8096
e-mail: slavelle@marysvillewa.gov

Secondary Point of Contact

Max Phan
City Engineer
80 Columbia Avenue
Marysville, WA 98270
Telephone: 360-363-8276
e-mail Address: mphan@marysvillewa.gov

1.2 Jurisdiction Profile

1.2.1 Population and Employment

The city of Marysville has a population of approximately 69,000 people. Based on the *Snohomish County Tomorrow 2016 Growth Monitoring Report*, Marysville is expected to experience a 16 percent growth in population change over the next 15 years (Snohomish County 2017).

Local industrial payrolls and agricultural activities provide a portion of the area’s economic base, which is supplemented by “commuter payrolls” in Everett. Planners classify Marysville as a service-oriented community with no major industry of its own. Therefore, the economy of Marysville is highly influenced by the industry of the surrounding area, the most significant of which is the Boeing Company’s manufacturing facilities in Everett.

1.2.2 Development and Trends

The city, incorporated in 1891, has experienced continued growth from businesses and individuals drawn to the area by the availability of buildable property and accessibility to water and sewer services. For these reasons, and because of its proximity to the population centers of Everett and Seattle, continued growth is expected. The city and the immediate area are primarily suburban and rural-residential, with supporting retail and commercial enterprises. Light industrial and manufacturing businesses are located in the north and south portions of the city, with vacant property in the north end emerging as a key location for economic development plans to attract light-industrial companies.

Over the years, the greater Marysville area has realized an increase in commercial and industrial growth along the Interstate 5 corridor in central Marysville and north of the city, in the Smokey Point region. Many of these commercial facilities are oriented toward the automobile-driving public. Residential development has increased in 2013 and 2014 due to the improving economy. The City adopted a Downtown Master Plan and Smokey Point Master Plan and the focus will be on mixed uses, affordable housing, and commercial/industrial uses leading to local job creation and security.

1.2.3 Geography and Climate

The city of Marysville is located to the west of the Tulalip Reservation and to the east of the Cascade Mountain foothills.

Marysville’s weather is typical of western Washington, summers are cool and comparatively dry, and winters are mild, wet, and cloudy. The average number of clear or only partly cloudy days each month varies from four to eight in winter, eight to 15 in spring and fall, and 15 to 20 in summer. The percent of possible sunshine received each month ranges from approximately 25 percent in winter to 60 percent in summer. In the interior valleys, measurable rainfall is recorded on 150 days each year and on 190 days in the mountains and along the coast. Thunderstorms over the lower elevations occur on four to eight days each year and over the mountains on seven to 15 days. Damaging hailstorms rarely, if ever, occur in most localities of western Washington. During July and August, the driest months, it is not unusual for two to four weeks to pass with only a few showers; however, in December and January, the wettest months, precipitation is frequently recorded on 20 to 25 days or more each month.

1.2.4 Governance

The city of Marysville is governed by a council–mayor form of government consisting of seven elected council members and a full-time elected mayor. A chief administrative officer oversees day-to-day operation of City-sponsored services, which include: Executive, Administrative Services, Finance, Community Development, Police, Fire, Parks and Recreation, Public Works, and Community Information.

1.3 Risk Assessment

1.3.1 Jurisdiction-specific Hazard Event History

Table 10-1 lists the hazard event history for the City of Marysville in reverse chronological order. Repetitive loss records (an NFIP-insured structure that had at least two paid flood losses of more than \$1,000 each in any 10-year period since 1978) are as follows:

- Number of FEMA identified Repetitive Flood Loss properties:
- Number of Repetitive Flood Loss Properties that have been mitigated:

Table 10-1 Hazard Events			
Type of Event	FEMA Disaster Number (if applicable)	Date of Hazard Event	Preliminary Damage Assessment (if available)
Severe Storm, Flooding	4539-DR-WA	January 2020	\$548,000
Severe Windstorm	4418-DR-WA	December 2018	\$624,603.12
Severe Storms	4249-DR-WA	November 2015	\$95,528.36
Severe Windstorm	4242-DR-WA	August 2015	\$67,289.05
Snow/Severe Weather	4056-DR-WA	January 2012	\$56,156.77
Severe Winter Storm	1825-DR-WA	December 2008	\$50,201.85
Severe Weather	1159-DR-WA	January 1997	\$80,593.00

Table 10-1 Hazard Probability, Exposure and Vulnerability		
Type of Event	Probability	Local Description of Exposure and Vulnerability
Active assailant	Medium	<p>The City of Marysville is exposed to a medium level of probability concerning the threat of Active Assailants. However, the outcome of any one event will be catastrophic to the City.</p> <p>Marysville has 21 schools, which are exposed to the threat of an active assailant attack. The outcome of such an event would be catastrophic for the school involved with minimal impacts to the rest of the school district’s properties.</p> <p>The City also has approx. 20 governmental buildings, multiple shopping areas, and development centers, which are exposed to the medium threat of an active assailant event, based on probability.</p> <p>An Active Assailant event exposes the residents, businesses and property of the City to a medium level of risk based on probability, yet a high level of risk based on severity of event.</p>
Aircraft accident	Low	<p>The City of Marysville is exposed to a low level of probability concerning the threat of an Aircraft incident. Marysville does not have an airport. The closest airport is in Arlington as is the medical facility, which could have aircraft flying to and from it. Therefore, the residents, businesses and properties are only exposed to a low level of risk of an aircraft incident.</p>
Cybersecurity Incident	Medium	<p>The City of Marysville is exposed to a medium level of probability concerning the threat of a cyber-security incident. Of the critical facilities are exposed to the threat of a cyber-security incident. This type of incident, if contained could still do damage to the governmental systems and communications.</p> <p>If an attack was more broadly directed at City resources, all critical facilities listed in the plan can experience a cyberattack. it could impact Communications, Dams and secondary waterways, Fire/Police/Emergency Medical Services, Medical services provided in the City, Marysville Schools District (especially with the dependence on online schooling), the Wastewater Facilities, and Water Storage.</p>
Dam Failure	Low	<p>The City of Marysville is exposed to a low level of probability concerning the threat caused by a dam failure. This threat is mitigated by the distance of the nearest dam. A breach of the Culmback Dam could affect the residents in Marysville. A breach could significantly stress the public Works operations of City government and water systems.</p> <p>In addition, there would be limited residential property impacts along the waterway.</p>
Earthquake	medium	<p>The City of Marysville is exposed to a medium level of probability concerning the threat of an earthquake, however, the vulnerability to such an event is exceptionally high. With</p>

Table 10-1 Hazard Probability, Exposure and Vulnerability		
Type of Event	Probability	Local Description of Exposure and Vulnerability
		<p>20% of the downtown area consisting of unreinforced masonry, many of the City’s structures are vulnerable to destruction or collapse during an earthquake. The damage to or destruction of critical structures like bridges and culverts would severely impact transportation routes. Residents, businesses and property would be further impacted by debris and utility interruptions, leaving all exposed to the hazards an earthquake would pose.</p> <p>The South Whidbey Fault Scenario demonstrates that Marysville will experience very strong to severe to violent shaking during an earthquake on that fault. According to the DNR, these three levels of shaking will result in the following:</p> <p>Very Strong-Difficult to stand. Furniture broken. Damage negligible in buildings of good design & construction; slight-moderate in other well-built structures; considerable in poorly built/badly designed structures. Some chimneys broken.</p> <p>Destructive (Severe)-Damage slight in specially designed structures; considerable in ordinary substantial buildings (partial collapse); great in poorly built structures. Fall of chimneys, factory stacks, columns, walls. Heavy furniture moved.</p> <p>Violent -General panic; damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings: partial collapse. Buildings shifted off foundations.</p> <p>This fault scenario exposes the residents, businesses, government and properties to a high risk of threat during this type of event.</p>
Epidemic	High	<p>The City of Marysville is exposed to a high level of probability concerning the threat of an epidemic. The entire City of Marysville is exposed to a high probability of epidemic threat. Daily analysis of COVID-19 demonstrates the potential of great risk to the City’s economy.</p> <p>Further, there is a great risk to the financial health and well-being of the residents. An epidemic of this scale has also caused fatalities in our City. An epidemic with a significant fatality risk exposes the entire populace to the threat of severe illness and death.</p>
Flood	High	<p>The City of Marysville is exposed to a high level of probability concerning the threat of flooding. The threat is greatest between November and February. A significant event would inundate the entire Public Works site; completely flooding the Community Development, Engineering, Fleet/Custodial, Parks Maintenance, Operations, Sanitation, Sewer and Storm Water, and Streets Divisions.</p>

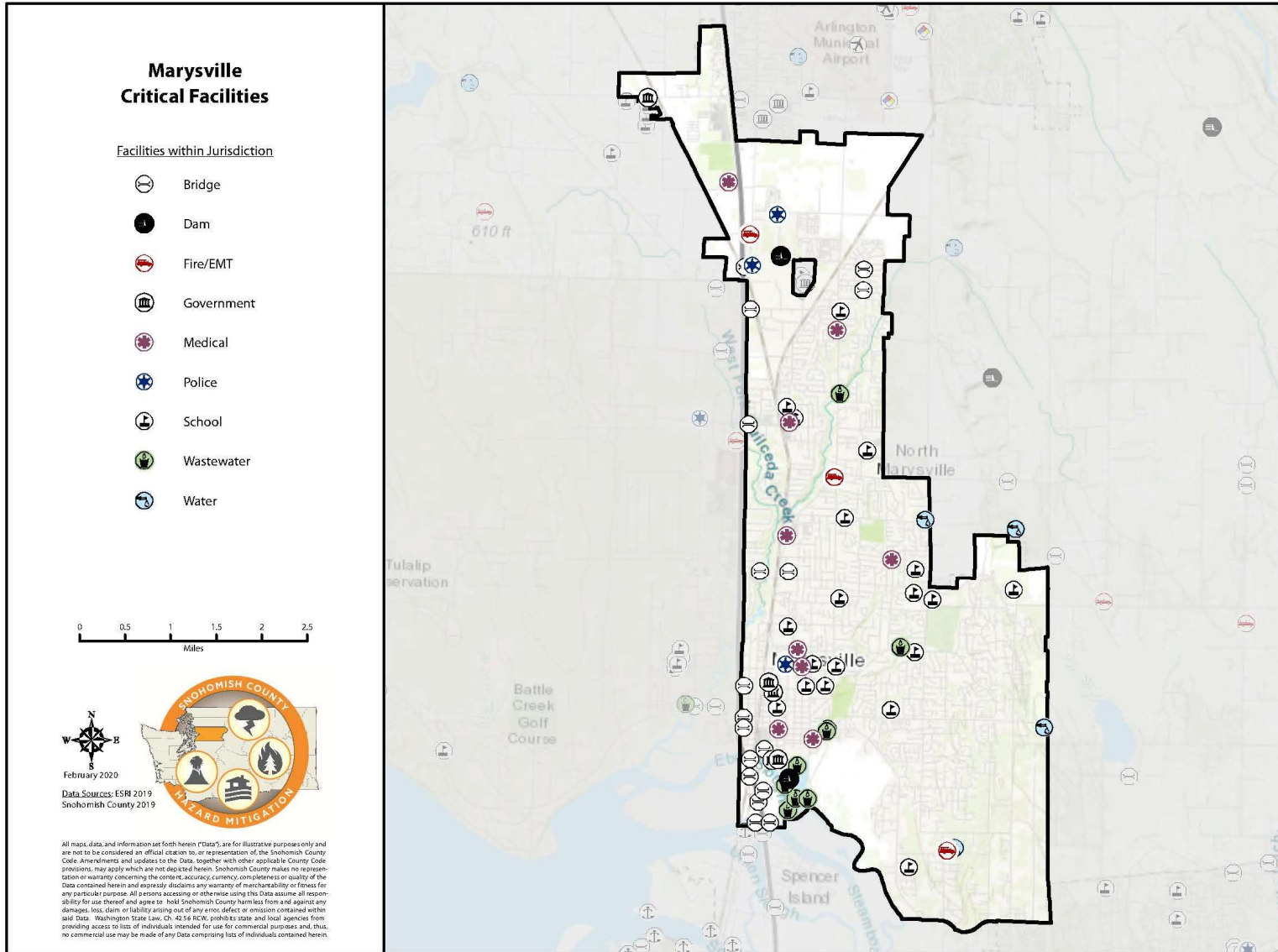
Table 10-1 Hazard Probability, Exposure and Vulnerability		
Type of Event	Probability	Local Description of Exposure and Vulnerability
		<p>Further, a significant flood event could flood the Waste Water Treatment Plant, causing all ponds to overflow into the nearby sloughs.</p> <p>The risk of a flood event is high. The impacts would be the same as severe or extreme weather events.</p>
Hazardous Materials	High	<p>The City of Marysville is exposed to a high level of probability concerning the threat of a hazardous Materials event. The chief concern is the railway, which runs north to south through the City. This is compounded by the Interstate, which also carries hazardous materials all hours of the day. These factors expose the residents and property of the City to a high risk of exposure to such an event.</p> <p>Agencies such as the Washington State Emergency Management Division, Department of Ecology, Washington State Patrol and, most importantly, local HazMat response organizations; all contribute significantly from initial notification, to spills or emissions response, to incident command and to actual on-scene response.</p>
Mass Earth Movement	Medium	<p>The City of Marysville is exposed to a medium level of probability concerning the threat of mass earth movement (landslides and mudslides). Residents on the eastside of the City are exposed to the greatest risk of mass land movement. The greatest exposure to risk occurs between the months of January into spring after the water table has risen during the wet months of November and December. Human influences, including development activity and removing vegetation, factor into more than 80 percent of reported slides, according to experts.</p>
Tsunami	Low	<p>The City of Marysville is exposed to a moderate level of probability concerning the threat of tsunami.</p> <p>Both the DNR and University of Washington have Marysville experiencing a tsunami event following an earthquake scenario on the Seattle fault. The presumption about tsunami threat and the exposure of this threat to the residents and property of Marysville is that the threat is actually much greater during a South Whidbey Island Fault event. There is limited research currently on the tsunami threat regarding the SWIF scenario.</p> <p>Minimal residents would have exposure to tsunami threat under the Seattle Fault scenario. In that scenario, the Water Treatment plant and Public Works Facility may be affected, but only slightly.</p>
Volcanic Hazard	High	<p>The City of Marysville is exposed to a high level of probability concerning the threat of a volcanic event. The greatest exposure of risk to residents, businesses and property will</p>

Table 10-1 Hazard Probability, Exposure and Vulnerability		
Type of Event	Probability	Local Description of Exposure and Vulnerability
		<p>come from ash in the air and its impacts. The City of Marysville is less than 50 miles from Glacier Peak. Glacier Peak is one of the most active volcanoes in Washington State. The secondary impacts would come from health impacts, commercial and business slowdowns secondary to people sheltering in place, increased demand on the health care system and emergency medical services.</p> <p>There is no exposure to risk of lahar for the City.</p>
Weather Events	High	<p>The City of Marysville is exposed to a high level of probability concerning the threat of severe weather events. Flooding exposes the residents, business and property in the City to the highest level of risk secondary to the prevalence of annual flooding in the City (see flooding, above).</p> <p>Further, the City is exposed to the potential of snow and ice storms. Such storms expose the residents, businesses and property to a high level of risk.</p> <p>The City is vulnerable to drought and extreme heat events. These events pose a high level of risk to the health and well-being of the residents of the City. Secondary impacts of drought and extreme heat events can include brush fires, and urban interface fires.</p>
Wildfire	Low/medium	<p>The City of Marysville is exposed to a low level of probability concerning the threat of wildfire. However the City is vulnerable to the risk of brush fires and human caused fires (secondary to fireworks) during drought, and extreme heat events.</p> <p>The City's exposure to air pollutants and smoke secondary to wildfire is medium based on the occurrence of smoke events in the City over the last few years. These events expose the residents to a medium level of risk of smoke and secondary health impacts.</p>

1.3.2 Critical Infrastructure Risk Assessment

Table 10-2 is an assessment of the exposure of critical infrastructures and facilities based on the best-available hazard data.

Table 10-2 Critical Infrastructures and Facilities Exposed to Hazards							
Critical Infrastructures + Facilities	Total CI	100-Year Flood	Earthquake	Liquefaction	Dam Inundation	Tsunami	Landslide
Bridge	21	8	21	18	8	4	18
Communication	1		1				
Dam	2	1	2	2	1	1	2
Fire/Emergency Medical Services	4		4	3			3
Government	6	2	6	5	2	2	5
Medical	9		9	9			9
Other	1		1	1			1
Police	3		3	3			3
School	19		19	16			14
Wastewater Facility	8	7	8	7	6	6	7
Water Storage	4		4				



Map 10-1 City of Marysville Critical Infrastructures and Facilities

1.4 Capabilities Assessment

Local hazard mitigation capabilities include the planning and regulatory, administrative and technical, financial, and education and outreach capabilities that are currently leveraged or are available to reduce risk.

	Very Low	Low	Moderate	High	Very High
Planning and Regulatory				X	
Administrative and Technical				X	
Financial			X		
Education and Outreach			X		

1.4.1 Planning and Regulatory Capabilities

Planning and regulatory capabilities include the plans, policies, codes, and ordinances that mitigate the impacts of hazards.

Plan Title	Yes/No Year Adopted	Does the plan address hazards?	How does the plan identify projects to include in the mitigation actions?	How can the plan be used to implement mitigation actions?	Accomplishments (2015-2020)
Comprehensive/ Master Plan	Yes/2015	Yes	Geologic hazardous areas and areas susceptible to earthquakes are identified in the Ch. 6 Environmental Element. Geologically hazardous areas are required to have a study to evaluate the soils and implement mitigation to ensure an area is safe to build.	Identify geologic hazard areas, shoreline and floodplain areas, etc. for reference in planning efforts. Identify potential impacts so that they can be addressed and reflected in functional plans and standards.	2016 Updated Stormwater Management Code 2017 Storm Water Master Plan update 2019 Cascade Industrial Center MIC designation by PSRC 2020 Shoreline Master Program 2020 Updated Floodplain Management Code
Capital Improvements Plan	Yes, annually	Yes	CIP includes project improvements to critical	The plan sets forth the path to allocate	Completed or current projects within the CIP

Plan Title	Yes/No Year Adopted	Does the plan address hazards?	How does the plan identify projects to include in the mitigation actions?	How can the plan be used to implement mitigation actions?	Accomplishments (2015-2020)
			infrastructure and facilities	funds and schedule such improvements	are identified in Section 1.5.1
Economic Development Initiative	Yes/2015	Not directly; however, it is addressed by requiring coordination with other agencies and functional plans.	ED-12 Work actively with the State of Washington, Snohomish County, Tulalip Tribes, City of Arlington, and neighboring communities, school districts, and private property owners to develop joint plans, regulations, and finance necessary infrastructure and utilities in the areas within and to the north of Marysville so that this area becomes a major employment center in Western Washington. Continue to promote development in the Smokey Point Master Plan Area and to pursue a Manufacturing Industrial Center (MIC) with the City of Arlington. Initiative 6C – Increase Infrastructure Support	Plan requires coordination on infrastructure, planning, development regulations and financing.	2015 – Economic Element of Comprehensive Plan adopted 2019 – Puget Sound Regional Council Manufacturing Industrial Center designation for Cascade Industrial Center (fka Arlington Marysville Manufacturing Industrial Center)

Plan Title	Yes/No Year Adopted	Does the plan address hazards?	How does the plan identify projects to include in the mitigation actions?	How can the plan be used to implement mitigation actions?	Accomplishments (2015-2020)
			throughout Commercial Core Areas Recommended Actions: Prepare a strategic plan to support infrastructure advancement.		
Local Emergency Operations Plan	Yes/2017	Yes	This plan addresses strategies to improve identified hazards, eliminate or reduce the impacts and risks of hazards through pro-active measures. For example identification of land-use management, public education and protective structures used, training and exercises to mitigate hazards such as flooding, wind events, snow, ice, heat wildfire, etc.	Identifies mitigation programs, training and exercises, and response and recovery operations to decrease response times and increase efficiency during an event. Public education is critical in hazard mitigation because it can empower residents to make changes to reduce and eliminate risks at that personal level. This helps protect properties.	
Continuity of Operations Plan	Yes/Pending Adoption	Yes	This plan integrates City disaster mitigation, preparedness, response and recovery activities	Identifies mitigation critical functions and personnel, response and recovery	Completed our Continuity of Operation Plan and

Plan Title	Yes/No Year Adopted	Does the plan address hazards?	How does the plan identify projects to include in the mitigation actions?	How can the plan be used to implement mitigation actions?	Accomplishments (2015-2020)
			and concepts at the operations level of government. Critical functions are defined as well as the personnel needed to complete the function that must be continued under any and all circumstances.	operations to decrease response times and increase efficiency and efficacy during an event.	activated it citywide for COVID-19 Pandemic
Transportation Plan	Yes/2015	Yes	The plan identifies planned transportation infrastructure over a 20-year planning period	The plan would help guide planned transportation infrastructure improvements.	Completed or current projects within the Transportation Plan are identified in Section 1.5.12020 First Street Bypass completion
Stormwater Management Plan	Yes/2016	Yes	The plan identifies specific structural and non-structural solutions to improve and control water quality and quantity problems within various drainage basins within the city. The plan identifies capital improvement projects to be completed from 2017-2022	City has adopted and requires compliance with DOE Stormwater requirements and maintains its NPDES permit annually. The plan is used to guide budgetary requests, grant applications, project prioritization, and developer	2017 Storm Water Comprehensive Plan update Compliance with all aspects of Western Washington Phase II Municipal Stormwater Permit.

Plan Title	Yes/No Year Adopted	Does the plan address hazards?	How does the plan identify projects to include in the mitigation actions?	How can the plan be used to implement mitigation actions?	Accomplishments (2015-2020)
			MMC Chapter 14.15, Controlling Storm Water Runoff from New Development, Redevelopment, and Construction Sites	contributions and improvements.	
Flood Management Plan	Yes/2020	Yes	MMC Chapter 22E.020, Floodplain Management.	Implementation of municipal code requirements by requiring floodplain permits, Endangered Species Act compliance, and mitigation measures as necessary.	2020 Floodplain Management code update
Growth Management	Yes/2015	Yes	Comprehensive Plan, functional plans, and development regulations.	Implementation of Unified Development Code and other Marysville Municipal Code provisions.	2015 Comprehensive Plan update 2015 to 2020 development regulations continuously refined
Risk and Resilience Assessment and Emergency Response Plan (Water Division of Public Works)	In progress/2021	Yes	The plan identifies the type of hazard and specific actions that can be taken to eliminate or reduce the hazard. Actions may include policy changes, hardening of security infrastructure,	The plan can be used to identify priority projects during the budgeting process, can be incorporated into the Water Division CIP, can be used to identify grant or	Consultant retained and plan in progress, in accordance with America’s Water Infrastructure Act of 2018.

Plan Title	Yes/No Year Adopted	Does the plan address hazards?	How does the plan identify projects to include in the mitigation actions?	How can the plan be used to implement mitigation actions?	Accomplishments (2015-2020)
			and construction of physical improvements.	funding opportunities relevant to mitigation recommendations, and can be used to identify developer contributions when applicable.	
Other special plans (e.g., disaster recovery, climate change adaptation)	Yes/2015	Yes	<p>Several subarea plans including Smokey Point Master Plan, Arlington-Marysville Manufacturing Industrial Subarea Plan (now Cascade Industrial Center), Whiskey Ridge Master Plan, Shoreline Master Program, etc. outline specific projects.</p> <p>Environmental Element of Comprehensive Plan addresses climate change. Policies include: Goals: 13. Work with public and private partners to develop strategies and programs to prepare for and mitigate the potential</p>	Foundation for implementing Marysville Municipal Code and functional plan requirements.	<p>2015 Comprehensive Plan update included an update to Environmental Element.</p> <p>2019 Arlington-Marysville Manufacturing Industrial Subarea Plan</p> <p>2020 Shoreline Master Program update</p> <p>2020 Floodplain Management code updates</p>

Plan Title	Yes/No Year Adopted	Does the plan address hazards?	How does the plan identify projects to include in the mitigation actions?	How can the plan be used to implement mitigation actions?	Accomplishments (2015-2020)
			<p>impacts of climate change, both on city government operations and on the general Marysville community. EN-61 Enhance and sustain public health system capacity to prepare for and respond to heat waves and smoke emergencies, and improve delivery of information on heat events and cooling centers, especially of isolated and vulnerable populations. EN-65 Develop short- and medium-term climate change adaptation strategies for urban forests and other fire-prone habitats, and improve development standards. EN-66 Inventory past flood conditions and define and map future flood conditions. EN-67 Improve capability to</p>		

Plan Title	Yes/No Year Adopted	Does the plan address hazards?	How does the plan identify projects to include in the mitigation actions?	How can the plan be used to implement mitigation actions?	Accomplishments (2015-2020)
			rapidly assess and repair damaged transportation infrastructure, in order to ensure rapid reopening of transportation corridors. EN-68 Undertake a policy review of City comprehensive, strategic and specific plans to assure that City policies are appropriately targeted to prepare for and mitigate potential impacts of climate change.		

Building Code, Permitting, Inspections for hazard mitigation	Yes/No Year Adopted	Describe the code and indicate if adequately enforced for hazard mitigation	Accomplishments (2015-2020)
Building Code	Yes/2015 IBC Editions & WA State Amendments	2015 IBC Editions & WA State Amendments. City Ordinance <u>MMC 22E.020.010</u> for Flood-Plain provisions updated in 6-2020.	City Ordinance <u>MMC 22E.020.010</u> for Flood-Plain provisions were recently updated in June-2020, to

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			incorporate best available science, additional guidance and requirements for special hazard areas.
Building Code Effectiveness Grading Schedule (BCEGS) Score	Yes	Score: 3/4	This was recently scored as of 8-2020.
Fire Department Insurance Services Office Rating	Yes	Score: 3	
Site Plan Review Requirements	Yes	Supports regulations based on rural or Urban Growth Areas and ensures regulations for utilities, infrastructure, and special hazard areas are met under our adopted City Ordinance <u>MMC 22E.020.010</u> for Flood-Plain provisions updated in 6-2020.	City Ordinance <u>MMC 22E.020.010</u> for Flood-Plain provisions were recently updated in June-2020, to incorporate best available science, additional guidance and requirements for special hazard areas.

Land-use Planning and Ordinances for hazard mitigation	Yes/No Year Adopted	Describe the ordinance and its effectiveness for hazard mitigation	Is the ordinance adequately administered and enforced?	Accomplishments (2015-2020)
Zoning Ordinance	Yes/2011 Unified Development Code (UDC) adopted	Requires analysis and mitigation of all environmental, geologic hazards, critical areas, floodplain, etc. impacts. Integrated with other code requirements.	Yes	2015 through 2020 – annual updates to improve and refine code
Subdivision Ordinance	Yes/2011 UDC	Requires analysis and mitigation of all environmental, geologic hazards, critical areas,	Yes	2015 & 2015 minor updates

		floodplain, etc. impacts. Integrated with other code requirements.		
Floodplain Ordinance	Yes/2020 update	Requires analysis and mitigation of floodplain impacts. Integrated with other code requirements.	Yes	2020 floodplain update
Natural Hazard Specific Ordinance (stormwater, steep slope, wildfire)	Yes/2015, 2016 updates	Requires analysis and mitigation of stormwater, steep slope, etc. impacts. Integrated with other code requirements.	Yes	2016 stormwater update 2015 geologic hazard code update
Flood Insurance Rate Maps	Yes/2020 updates	Required	Yes	2020 update
Acquisition of Land for Open Space and Recreation Uses	Yes/2015 with 2020 update pending		Yes	2015 acquired Crane property (5222 60 th Place NE) for future park improvements. 2015 Parks Plan update 2020 Parks Plan update pending
Other				

How might your Planning and Regulatory Capabilities be expanded and improved to reduce risk?

Continue to work collaboratively between departments and outside agencies to identify risk and work on solution to mitigate it. Expanding partnerships and outreach/education will go a long way to reducing risk and improving the quality of life for our citizens.

1.4.1.1 National Flood Insurance Program Participation

If your jurisdiction participates in the National Flood Insurance Program (NFIP), please indicate how.

NFIP Entry Date	Current Effective Map Date	Number of Policies	Amount of Coverage (in \$)	Total Losses	Closed Losses	Open Losses	CWOP Losses	Total Payments
2/15/84	6/19/2020	24	\$6,936,000	11	8	0	3	\$78,589.29

1.4.2 Administrative and Technical Capabilities

Administrative and technical capabilities include staff and their skills and resources that may be leveraged for mitigation planning and implementation.

Administration	Yes/No	Is coordination effective?	Accomplishments (2015-2020)
Planning Commission	Yes	Yes	2015 geologic hazard code update 2015 through 2020 annual updates to improve and refine code 2016 stormwater code update 2017 Surface Water Comprehensive Plan update 2017 Water Comprehensive Plan update 2020 floodplain management code update
Mitigation Planning Committee	Yes	Yes	
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems)	Yes	Yes	Planning staff does site visits of private Native Growth Protection Areas (NGPAs) to authorize tree removal as appropriate. The Surface/Storm Water and Street Divisions of the Public Works Department retain arborists and tree removal specialists to address

Administration	Yes/No	Is coordination effective?	Accomplishments (2015-2020)
			<p>inspection, treatment, and removal of damaged, diseased, potentially hazardous and fallen trees. This work takes place in known problem areas, when damage occurs, and on a citizen complaint basis. Focus areas are adjusted annually as needed.</p> <p>The Surface/Storm Water Division operates a routine maintenance program for inspection, cleaning and clearing of constructed and natural drainage systems. This work is performed on a cyclical basis. Record and results of this work are retained in the city’s asset/maintenance management program (Aktivov).</p>
Mutual aid agreements (includes inter-local agreements)	Yes	Yes	<p>City of Marysville is a member of WAWARN, a mutual aid network of Washington water/wastewater utilities that allows systems to receive rapid mutual aid and assistance from other systems in an emergency.</p>

Staff	Yes/No and FT/PT	Is staffing adequate to enforce regulations?	Is coordination effective between staff and agencies?	Are staff trained on hazards and mitigation?	Accomplishments (2015-2020)

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Chief Building Official	Yes/FT	Yes	Yes	Yes	2015 geologic hazard code update 2020 – floodplain management code update
Floodplain Administrator	Yes	Yes	Yes	Yes	2020 – floodplain management code update
Emergency Manager	Yes	Yes	Yes	Yes	City of Marysville became a standalone Emergency Management Organization in 2018. We hired a FT Emergency Preparedness Coordinator for Public Education and Training
Community Planner	Yes	Yes	Yes	Yes	2015 Comprehensive Plan update 2015 geologic hazard code update 2015 through 2020 – annual updates to improve and refine code 2016 stormwater code update 2017 Surface Water Comprehensive Plan update

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					2017 Water Comprehensive Plan update 2020 floodplain management code update 2020 Shoreline Master Program update
City Engineer	Yes	Yes	Yes	Yes	The City Engineer position was filled in 2015. This position is responsible for developing and implementing the City’s Capital Improvement Program.
GIS Supervisor	Yes	Yes	Yes	Yes	Updated GIS layers related to wetlands, snow routes, etc.
Other					

Technical	Yes/No Year Adopted	Has the capability been leveraged to assess or mitigate risk?	Accomplishments (2015-2020)
Warning Systems and Services (e.g., reverse 9-1-1, outdoor warning signals)	Yes	We have just started the Public opt-in campaign. Citizens can sign up to get alerts regarding weather, emergencies, city road projects/traffic or water projects/issues.	Purchased RAVE Alerts (aka Marysville Alerts) in 2018.
Hazard Data and Information	Yes	Helped with planning and preparedness	

Grant Writing/ Management Services	Yes	Yes, the City’s ability to obtain grants from State and Federal programs has allowed the City to advance its Capital Improvement Program, addressing projects that are identified in the hazard mitigation plan.	The City received Department of Ecology Stormwater Grant funds to address stormwater flooding within its Downtown (3rd St and 1st St LID retrofit). The City received a grant from the Transportation Improvement Board to replace the existing culvert at State Ave and Quil Ceda Creek with a new bridge.
HAZUS Analysis	Yes	Helped with planning and preparedness	
Other			

How might the Administrative and Technical capabilities be expanded and improved to reduce risk?

Administrative and Technical capabilities can be expanded by adding more staff in our Community Development Department. As our city has grown our extremely efficient staff are stretched even thinner. Additional staff would help ease the workload

1.4.3 Financial Capabilities

Financial capabilities include funding sources that do not need to be repaid (e.g., government grants, taxes, user fees, and philanthropic sources) and finance (e.g., bonds, private lending).

Funding Resource	Access/ Eligibility (Yes/No)	Has funding been leveraged for hazard mitigation, if so, how?	If not, could funding be used for mitigation and how?	Accomplishments
Capital Improvement Project Funding	Yes	Yes		
Authority to levy taxes for specific purposes (e.g., special assessment districts)	Yes	No	Yes	
Utility Fees (e.g., electric, water, sewer, gas)	Yes	Yes, funding of utility related projects that mitigate risk and improve overall services are funded by these fees.		
Impact fees for new development	Yes			
Stormwater Utility Fee	Yes	Yes. The stormwater rate structure includes funding of CIP projects identified in the respective comprehensive plans of each utility. Identified CIP projects include projects aimed at mitigating known and identified hazards.		See list of CIP projects and status listed under comprehensive plan section (Stormwater Management Plan).
Take on debt (e.g., General Obligation Bonds or Special Bond)	Yes	Yes		Regional Detention Ponds
Take on debt through private activities (e.g., loan)	Yes	No	Yes	
Community Development Block Grant	Yes	No	Yes	
Other Federal Funding Programs	Yes	Yes		FEMA grant - Upsize culvert for fish passage and mitigate flooding on 152 nd Ave
State Funding Programs	Yes	Yes		

Funding Resource	Access/ Eligibility (Yes/No)	Has funding been leveraged for hazard mitigation, if so, how?	If not, could funding be used for mitigation and how?	Accomplishments
Insurance Products (i.e., insurance pool)	Yes	No	No	
Other	Council Bonds, REET	No	Yes	

How might the Financial capabilities be expanded and improved to reduce risk?
Financial capabilities can be expanded and improved by writing more grants for projects that will reduce risk.

1.4.4 Education and Outreach

Education and outreach capabilities include ongoing programs that local-to-federal government, nonprofit, and other organizations provide to communities which may leveraged to implement hazard mitigation actions and build community resilience.

Program/Organization	Yes/No Year Adopted	Identify the program and describe how it relates to resilience and mitigation	How might it help implement resilience or mitigation activities?	Accomplishments (2015-2020)
Emergency preparedness, access and functional needs populations, etc.	Yes	Map Your Neighborhood Program (MYN) works with individual neighborhoods to identify needs that could/would arise in a disaster	It identifies risks and gets citizens talking about what they can do in an emergency. We always have Community Development staff at our trainings so, it helps because they can address concerns	

Program/Organization	Yes/No Year Adopted	Identify the program and describe how it relates to resilience and mitigation	How might it help implement resilience or mitigation activities?	Accomplishments (2015-2020)
Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness)	Yes	Water Conservation Program	Water conservation minimizes the effects of drought and water shortages, which in turn helps to preserve and sustainably manage the natural environment.	Marysville participates in the regional water conservation program implemented by city of Everett. Accomplishments include rebates for certain water conserving appliances, distribution of indoor and outdoor water conservation kits, distribution of teaching kits to educators, classroom workshops to teach kids about water conservation, public outreach activities including information campaigns and lawn watering calendars. Met specified goals for water use reduction. See annual water use efficiency report for more details.
Cont'd Public Outreach and Education		Western Washington Phase II Municipal Stormwater Permit. Activities conducted under this permit improve water quality	Alleviation of drainage issues allows storm water to flow without backing up and flooding and causing	Public education and outreach at community events to educate on the removal of illicit

Program/Organization	Yes/No Year Adopted	Identify the program and describe how it relates to resilience and mitigation	How might it help implement resilience or mitigation activities?	Accomplishments (2015-2020)
		and alleviate localized and/or basin-wide drainage issues.	damage, or allows it to flow in a manner that causes much less damage than prior events.	discharges, operations and maintenance of public facilities, private facility inspections, new development inspection, TMDL monitoring. Detailed accomplishments are identified in the Surface/Storm Water Division Annual Report
Natural disaster or safety related school programs	Yes			
Storm Ready certification	No			
Firewise Communities certification	No			
Public-private partnership initiatives addressing disaster-related issues	Yes	Work with neighborhoods to reduce flooding by installing dry wells, rain gardens and retention areas to move water away from structures.	Our staff worked with the citizens and business owners to advise them of option to mitigate potential flooding issues	On-going
Other				

How might the Administrative and Technical Capabilities be expanded and improved to reduce risk?
Adding specific roles that can help focus on mitigation and risk would help to reduce the overall risk in the city. Increasing public education and educational campaigns to help make citizens aware of ways they can reduce risk to their property and help the environment would also benefit our community.

1.5 Hazard Mitigation Action Plan and Evaluation of Recommended Initiatives

This section includes a review and status update on those hazard mitigation action items as identified in the Snohomish County 2015 Hazard Mitigation Plan (HMP) and action items for the 2020 HMP.

1.5.1 2015 Initiative Review and Status

This assessment supports the evaluation of previous strategies and informs amendments to existing, incomplete strategies and the development of new strategies for the 2020 HMP Annex update.

ID	Name + Description	Lead Entity	Funding Source + Cost	Implementation Timeline	Priority Level	Status	Decision + Explanation
M-1	Construct additional Regional Stormwater Detention Facilities to increase capacity for a disaster.	City of Marysville	< \$500,000	~ 5 Years	High	Ongoing	Keep: City wants to complete this project when funding source is clear.
M-2	Construct additional reservoirs to increase water capacity for a disaster.	City of Marysville	< \$100,000,000	~ 5 Years	Medium	Not Started	Keep: City is currently working on plans for this.
M-3	Construct additional water main for additional water distribution routes for redundancy in a disaster.	City of Marysville		~ 10 Years	High	Not Started	Keep: The City is working on Water Supply Operational Strategy plan.
M-4	Replace and upgrade culverts throughout city to reduce vulnerability to severe flood events and earthquakes.	City of Marysville	General Fund Grants	~ 10 Years	High	Ongoing	Keep: City is currently doing this.
M-5	Install generators at all lift stations, wells, treatment plants and critical facilities to maintain operations and critical resources.	City of Marysville	General Fund Grants	~ 5 Years	High	Ongoing	Keep: City is working on this as funding becomes available.

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ID	Name + Description	Lead Entity	Funding Source + Cost	Implementation Timeline	Priority Level	Status	Decision + Explanation
M-6	Upgrade and replace Lake Goodwin standpipe to protect redundant water sources from failing in a disaster.	City of Marysville	General Fund Grants	~ 10 Years	High	Not Started	Keep: The City is working on Water Supply Operational Strategy plan.
M-7	Improve 132nd Street soldier pile wall construction to improve its ability to prevent the roadway from collapsing during an earthquake.		General Fund		Low	Complete	Remove: City fixed the wall and eliminated the need for this project.
M-8	Upgrade State Avenue Quilceda Creek Crossing to prevent the roadway from collapsing during an earthquake.	City of Marysville	Funding Available, 11 M	> 1 Year	High	In Progress	Keep: City is process of completing this now. Should be done by end of 2021.
M-9	Install earthquake valves at Cedarcrest, Getchell, Edward Springs and Highway 9 Reservoirs.	City of Marysville	< \$100,000 Funding Available	> 1 Year	High	Not Started	Keep: City is interested in these projects. Still getting quotes.
M-10	Upgrade 45 Road Water Main from AC to DC to improve performance during an earthquake.	City of Marysville	11.2 M	~ 5 Years	Medium	Removed/Replace	Remove/Replace: This was deemed not feasible and will be replaced with a new project per recommendation from RH2 consulting. We will replace the main because of age and material to improve performance during an earthquake.

ID	Name + Description	Lead Entity	Funding Source + Cost	Implementation Timeline	Priority Level	Status	Decision + Explanation
							We would not upsize because of limitations of gravity flow, and would instead add a booster pump station (M21) to increase flow through the 45 Road pipeline to provide increase and redundancy of water supply during a disaster
M-11	Upgrade and retrofit Fire Station No. 61 to meet current seismic standards to help withstand an earthquake.	Marysville Regional Fire Authority	Unknown	~ 5 Years	High	Not Started	Keep: Building was sold to MFD and they plan on upgrading the Public Safety Building.
M-12	Mitigate impacts associated with the Qwuloolt Estuary Restoration Project and the levee breach.	City of Marysville			Low	Complete	Keep: City is currently watching this and should stay on here as an action item.
M-13	Improve development standards to include regulations to mitigate for natural hazards.	City of Marysville			High	Ongoing	Keep: Consistent with goals outlined in City's Comprehensive Plan.
M-14	Create or enhance public information programs that will promote preparedness and mitigation of risks.	City of Marysville			High	Ongoing	Keep: Consistent with goals outlined in our City's Comprehensive Plan.

ID	Name + Description	Lead Entity	Funding Source + Cost	Implementation Timeline	Priority Level	Status	Decision + Explanation
M-15	Continue to maintain and good standing under the National Flood Insurance Program (NFIP).	City of Marysville			High	Ongoing	Keep: Best practices for both our city and taxpayers.
M-16	Implement Infrastructure improvements on properties to mitigate flooding in redundant flood prone locations throughout city.	City of Marysville	Grants	~ 10 Years	Medium	Not Started	Keep: City is applying for grants and looking for funding on a case-by-case situation.
M-17	Elevate city owned shoreline properties out of flood zone.	City of Marysville	General Fund Grants	> 3 Years	Medium	Not Started	Keep: City wants to fill sites on the waterfront and is currently looking for funding.
M-18	Replace aging storm and sewer pipes throughout city, including upsizing water main to meet required fire flow needs.	City of Marysville	Unknown	~ 10 Years	Medium	Not Started	Keep: Replacing if part of larger project. Do not have current funding to do individually.
M-19	Add additional Public Works storage yard that is not in the flood or earthquake zone.		General Fund Grants	> 5 Years	High	Not Started	Keep: This is a goal for our Public Works staff.
M-20	Install battery back-up for city signals that are on designated emergency routes.		200,000	> 5 Years	Medium	Not Started	Keep: This is a project that Public Works is trying to find funding for.
M-21	Install Edward Springs Booster Pump Station to convey water from the source to 240 pressure zone.		1.2M	~ 5 Years	Medium	Not started	Keep: This project replaces M-10.

1.5.2 2020 Strategies

This subsection includes hazard mitigation actions for the City of Marysville as informed by the risk and capability assessments, including prioritization for implementation and funding mechanisms.

ID	Name + Description	Action Status	Goals Supported	Hazards Addressed	Lead Entity	Support Entity	Implementation Timeline + Anticipated Cost + Funding Source	STAPLEE + Mitigation Effectiveness Score	Priority
M-1	Construct additional Regional Stormwater Detention Facilities to increase capacity for a disaster.	Ongoing	2, 4	Flooding	City of Marysville		~ 5 Years <\$500,000	43	High
M-2	Construct additional reservoirs to increase water capacity for a disaster.	Not Started	1, 2	Flooding	City of Marysville		~ 5 Years <\$100,000,000	43	Medium
M-3	Construct additional water main for additional water distribution routes for redundancy in a disaster.	Not Started	2	Multiple	City of Marysville		~ 10 Years	35	High

ID	Name + Description	Action Status	Goals Supported	Hazards Addressed	Lead Entity	Support Entity	Implementation Timeline + Anticipated Cost + Funding Source	STAPLEE + Mitigation Effectiveness Score	Priority
M-4	Replace and upgrade culverts throughout city to reduce vulnerability to severe flood events and earthquakes.	Ongoing	1, 2, 3	Flooding	City of Marysville		~ 10 Years General Fund Grants	37	High
M-5	Install generators at all lift stations, wells, treatment plants and critical facilities to maintain operations and critical resources.	Ongoing	1, 2	Weather Events	City of Marysville		~ 5 Years General Fund Grants	48	High
M-6	Upgrade and replace Lake Goodwin standpipe to protect redundant water sources from failing in a disaster.	Not Started	1, 2	Multiple	City of Marysville		~ 10 years General Fund Grants	40	High

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ID	Name + Description	Action Status	Goals Supported	Hazards Addressed	Lead Entity	Support Entity	Implementation Timeline + Anticipated Cost + Funding Source	STAPLEE + Mitigation Effectiveness Score	Priority
M-8	Upgrade State Avenue Quilceda Creek Crossing to prevent the roadway from collapsing during an earthquake.	In Progress	1, 2, 3	Earthquake	City of Marysville		>1 Year Funding Available, 11M	42	High
M-9	Install earthquake valves at Cedarcrest, Getchell, Edward Springs and Highway 9 Reservoirs.	Not Started	1, 2	Earthquake	City of Marysville		> 1 Year < \$100,000 Funding Available	46	High
M-11	Upgrade and retrofit Fire Station No. 61 to meet current seismic standards to help withstand an earthquake.	Not Started	1, 2	Earthquake	Marysville Regional Fire Authority	City of Marysville	~ 5 Years Funding Source Unknown	42	High

ID	Name + Description	Action Status	Goals Supported	Hazards Addressed	Lead Entity	Support Entity	Implementation Timeline + Anticipated Cost + Funding Source	STAPLEE + Mitigation Effectiveness Score	Priority
M-13	Improve development standards to include regulations to mitigate for natural hazards.	Ongoing	1, 2, 3	Multiple	City of Marysville			51	High
M-14	Create or enhance public information programs that will promote preparedness and mitigation of risks.	Ongoing	2, 3	Multiple	City of Marysville			51	High
M-15	Continue to maintain and good standing under the National Flood Insurance Program (NFIP).	Ongoing	4	Flooding	City of Marysville			55	High
M-16	Implement Infrastructure improvements on properties to mitigate flooding in	Not Started	1, 2	Flooding	City of Marysville		~ 10 Years Grants	47	Medium


ID	Name + Description	Action Status	Goals Supported	Hazards Addressed	Lead Entity	Support Entity	Implementation Timeline + Anticipated Cost + Funding Source	STAPLEE + Mitigation Effectiveness Score	Priority
	redundant flood prone locations throughout city.								
M-17	Elevate city owned shoreline properties out of flood zone.	Not Started	1, 2	Flooding	City of Marysville		>3 years General Fund Grants	41	Medium
M-18	Replace aging storm and sewer pipes throughout city, including upsizing water main to meet required fire flow needs.	Not Started	2	Fire	City of Marysville		~ 10 Years Unknown Funding Source	36	Medium
M-19	Add additional Public Works storage yard that is not in the flood or earthquake zone.	Not Started	1, 2	Multiple			>5 Years General Fund Grants	35	High

ID	Name + Description	Action Status	Goals Supported	Hazards Addressed	Lead Entity	Support Entity	Implementation Timeline + Anticipated Cost + Funding Source	STAPLEE + Mitigation Effectiveness Score	Priority
M-20	Install battery back-up for city signals that are on designated emergency routes.	Not Started	1, 2	Multiple			>5 Years \$200,000	46	Medium
M-21	Install Edward Springs Booster Pump Station to convey water from the source to 240 pressure zone.	Not Started	2	Multiple			~ 5 Years 1.2M	37	Medium

Index #15

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 7, 2022

AGENDA ITEM:	
Modifications to the Administration of the Unified Development Code (UDC) (PA21031)	
PREPARED BY:	DIRECTOR APPROVAL:
Haylie Miller, Community Development Director	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Staff Memorandum 2. PC Recommendation 3. PC Minutes (02.23.21, 06.08.21, and 07.13.21) 4. Adopting Ordinance 	
BUDGET CODE:	AMOUNT:
N/A	N/A
<p>SUMMARY: Staff has collectively noticed that on occasion MMC Title 22 <i>Unified Development Code</i> (UDC) lacks clarity and flexibility to permit certain property uses that are not listed in the use tables that seem appropriate given other permitted uses allowed in the zone; and the UDC does not allow modifications to development standards when an alternative standard may meet the intent of the code, or provide other public benefits.</p> <p>Staff is proposing amendments to the UDC that will assist in administering the code with more flexibility, and where applicable, provide more opportunity for public involvement. The list of changes below represent amendments to existing text within the UDC including adoption of new administrative provisions:</p> <ol style="list-style-type: none"> 1. Amending MMC 22A.010.070 Interpretation – Land Use 2. Adding a new section 22A.010.075 Promulgation of Rules, Procedures and Interpretation 3. Adding a new section 22C.010.055 Modification of Use Regulations in Residential Zones 4. Adding a new section 22C.020.055 Modification of Use Regulations in Non-Residential Zones 5. Adding a new section 22C.010.075 Adaptive Reuse of Nonresidential Buildings in Residential Zones 6. Adding a new section 22C.020.075 Adaptive Re-Use of Buildings in Non-residential zones <p>The Planning Commission held a duly noticed public hearing on July 13, 2021 and recommended the City Council approval the Modifications to the Administration of the UDC.</p>	
<p>RECOMMENDED ACTION Affirm the Planning Commission Recommendation adopting the amendments and additions to the Unified Development Code.</p>	
<p>RECOMMENDED MOTIONS:</p> <p>Move to adopt Ordinance No. ____, approving the amendments and additions to MMC Title 22 <i>Unified Development Code</i>.</p>	

MEMORANDUM

TO: City Council

FROM: Haylie Miller, Community Development Director

DATE: February 7, 2022

SUBJECT: Modifications to the Administration of MMC Title 22
Unified Development Code

CC: Gloria Hirashima, CAO
Chris Holland, Planning Manager

BACKGROUND

Process Background

The City Council was provided with an introduction to this topic on October 25, 2021. The City Council requested this item be placed on hold until the Planning Retreat with Council could be held to discuss review processes and decision making authority in more detail.

The Planning Commission held a duly noticed public hearing on July 13, 2021 and recommended the City Council approve the Modifications to the Administration of MMC Title 22 *Unified Development Code* (UDC).

Code Change Background:

Staff has collectively noticed that on occasion the UDC lacks either the clarity or flexibility to:

- Permit certain property uses that were not listed in the use tables that seemed appropriate given other permitted uses; and
- Consider allowing some modification to development standards when an alternative standard may meet the intent of the code, or provide other public benefits.

Proposed Amendments:

Staff is proposing amendments to the UDC that will assist in administering the code with more flexibility, and where applicable, provide more opportunity for public involvement. The list of changes below represent amendments to existing text within the code including new code:

1. Amending MMC 22A.010.070 Interpretation – Land Use

2. Adding a new section 22A.010.075 Promulgation of Rules, Procedures and Interpretations
3. Adding a new section 22C.010.055 Modification of Use Regulations in Residential Zones
4. Adding a new section 22C.020.055 Modification of Use Regulations in Non-Residential Zones
5. Adding a new section 22C.010.075 Adaptive Reuse of Nonresidential Buildings in Residential Zones
6. Adding a new section 22C.020.075 Adaptive Re-Use of Buildings in Non-residential zones

Revised Draft Code Text

This section includes the proposed amendments, followed by the reasoning for the amendment.

1. Amending MMC 22A.010.070¹ Interpretation – Land Use

This section of the UDC already directs the Community Development Director to determine whether a proposed land use is allowed in a zone. However, it uses the Standard Industrial Classification (SIC) Manual prepared by the US Office of Management and Budget, as well as a specific book of illustrated development definitions to guide the director in making decisions. The proposed amendment would delete reference to these two sources. The SIC was not established to be a guide for determining how to regulate local land uses, though it is commonly used in local zoning codes. More recent codes, when using a classification system, commonly use the NAICS (North American Industry Classification System). Although both systems group related types of commercial or industrial activities into similar categories, they do not take into account land use characteristics and impacts as their primary focus. The following explains briefly the purpose of the NAICS.

The North American Industry Classification System (NAICS, pronounced Nakes) was developed as the standard for use by Federal statistical agencies in classifying business establishments for the collection, analysis, and publication of statistical data related to the business economy of the U.S.

NAICS was developed under the auspices of the Office of Management and Budget (OMB), and adopted in 1997 to replace the old Standard Industrial Classification (SIC) system.

For more information, see the following link: <https://www.naics.com/>

The illustrated book of development definitions is not readily available to the public, and is not closely aligned with the land use terms used in the Marysville UDC.

¹ This existing section was renumbered to MMC 22A.010.75.

The proposed amendment gives staff the discretion to consider an unlisted use to be permitted if it is similar in nature to a use that is listed as a permitted use in a specific zone classification. This approach is common in local zoning codes. This approach allows more flexibility in the administration of the UDC. For example, the current UDC lists many different types of retail uses in the Use Tables of 22C.020.060 (department stores, food stores, drug stores, florist shops, book stores, video stores, etc.), but not every conceivable type of indoor retail use. If a proposed retail business is not listed in the Use Table or in the SIC, it is not clear in the current section 22A.010.075 that it would be permitted, even if similar to a listed type of retail store.

2. Adding a new section 22A.010.095 Promulgation of Rules, Procedures and Interpretations

To further allow for staff to effectively administer the UDC, it is necessary at times for the director to generate interpretations for how the code is to be used. For example, if a court case dictates that a city is bound by federal or state law (such as the Federal Fair Housing Act or Americans with Disabilities Act) to allow a specific type of use, or occupancy of a building, even if inconsistent with the local land use code, it may be necessary to provide an administrative determination for how the court case is to be applied under the local land use code. This type of interpretation is often an interim measure that will provide guidance for staff and the public until the local code can be amended.

3. Adding a new section 22C.010.050 Modification of Use Regulations in Residential Zones

MMC 22C.010.070 contains the development conditions for the numbered notations that appear in the residential zone Use Table. Such conditions state additional regulations that may apply to a use listed in a specific zone, or refers the reader to another section of the UDC for more detailed regulations applicable to the use. The proposed addition to the code would allow for an applicant to request a modification of a regulation contained in the Development Conditions, which would be considered by the director following notice to contiguous property owners. This process would be limited in its application to proposals where the applicant can meet the intent of the standard being modified by some other means. For example, in the case of the following development condition in the residential zone Use Table:

(13) Golf Facility.

(a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

A modification to a setback for a golf driving range could be considered, and approved if it met the criteria in the proposed code amendment. This would differ from the more rigorous hardship criteria for a variance. If a proposed modification under this new section would not meet the criteria, the variance process may still be used by the applicant. The key to approval under the proposed code amendment would be the applicant proving that the alternative proposed is

“equivalent or superior” to meeting the standard stated in the code (see draft code amendment excerpt below).

The director shall not approve a request for modification unless the proposal provides design elements or other appropriate mitigation equivalent or superior to what would likely result from compliance with the use regulations which are proposed to be modified.

4. *Adding a new section 22C.020.055 Modification of Use Regulations in Non-Residential Zones*

Similar to the previous proposed amendment for residential zones, the same process would be allowed for modification of Use Regulations in non-residential zones. The same language about the proposed alternative providing “equivalent or superior” treatment or mitigation is included in this proposed addition.

5. *Adding a new section 22C.010.060 Adaptive Reuse of Nonresidential Buildings in Residential Zones*

This is similar to the previous proposed amendment, only it pertains to buildings in residential zones. For example, a church building that is vacated by the previous congregation, but unable to secure another congregation, would become vacant without some flexibility to be repurposed for another type of use not otherwise permitted in the residential zone. This proposed amendment identifies a number of potential uses, some of which are listed in the UDC as conditional uses in certain residential zones. For those uses that the UDC already lists as conditional uses, there would be no change in the review process. For the other uses listed in the proposed amendments, a change of use would require notice to contiguous property owners. The review criteria focus on compatibility with surrounding land uses.

6. *Adding a new section 22C.020.065 Adaptive Re-Use of Buildings in Non-residential zones*

A challenge that staff and building owners encounter from time to time relates to buildings, usually older buildings in commercial areas, that were constructed for one purpose but due to changes to codes or economic conditions, the building is not well suited for uses that are permitted by the current zoning. While nonconforming use regulations may provide some relief for uses that have not been discontinued but are no longer permitted in a zone, there are occasions when buildings that do not lend themselves to uses permitted by the current zoning remain empty or underutilized (often with dead storage). This proposed amendment would allow such a building in a non-residential zone to be considered for another use, with notice provided to contiguous property owners. The evaluation criteria focus on compatibility with, and minimizing or mitigating impacts on, surrounding uses.

EXHIBIT 1

Proposed Amendments to the Unified Development Code

Item 1: **22A.010.070 Interpretation – Land use.**

(1) ~~If a use is not specifically or generally listed in the Permitted Uses table in MMC 22C.010.060 or MMC 22C.020.060, the~~ community development director shall determine whether a proposed land use is allowed in a zone. ~~The Standard Industrial Classification Manual (SIC), current edition, prepared by the United States Office of Management and Budget, and the New Illustrated Book of Development Definitions, prepared by Moskowitz and Lindbloom, will be used as reference guides in the classification and/or interpretation of a proposed use.~~ (2) The community development director's determination shall be based on whether or not permitting the proposed use in a particular zone is consistent with the purposes of this title and the zone's purpose as set forth in Chapter [22A.030](#) MMC, by considering the following factors:

(a) The physical characteristics of the use and its supporting structures, ~~(including but not limited to scale, traffic and other impacts, and hours of operation),~~ are of the same basic nature as a use or uses specifically or generally listed in the applicable zoning district;

(b) ~~Whether or not~~ The use complements or is compatible with other uses permitted in the zone; ~~and;~~

~~(c) The SIC classification, if any, assigned to the business or other entity that will carry on the primary activities of the proposed use.~~

~~(3~~ 2) 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.

Item 2: **New Section**

22A.010.095 Promulgation of Rules, Procedures and Interpretations.

The community development director is authorized to promulgate administrative rules, procedures and interpretations consistent with the terms of this title. Appeals of any such rule, procedure, interpretation or other administrative determination made by the director shall be made to the hearing examiner in accordance with the appeal procedures as set forth in Chapter 22G.010 MMC, Article VIII, Appeals.

Item 3: New Section

22C.010.055 Modification of Use Regulations in Residential Zones.

A. Use Regulations that May be Modified. An applicant may propose, and the director may approve, deny or conditionally approve a modification of the special regulations and notes in MMC Section 22C.010.070.

B. Review Process

1. An applicant shall submit a request for modification, providing such information as is required by the director, including application fees.
2. Notice of the proposed modification shall be provided to contiguous property owners.

C. Evaluation Criteria. Any proposal to modify use regulations shall not undermine the intent of the standards. The director shall not approve a request for modification unless the proposal provides design elements or other appropriate mitigation equivalent or superior to what would likely result from compliance with the use regulations which are proposed to be modified. The director shall consider the following criteria in making a decision.

1. The request for modification meets the intent of the standards being modified.
2. The request for modification does not create any impacts or nuisances that cannot be mitigated, such as access points which are unsafe, noise, dust, odor, glare, visual blight or other undesirable environmental impacts.
3. The request for modification meets any additional modification criteria for specific uses in MMC Title 22.C.

Item 4: New Section

22C.020.055 Modification of Use Regulations in Non-Residential Zones.

A. Use Regulations that May be Modified. An applicant may propose, and the director may approve, deny or conditionally approve a modification of the special regulations and notes in MMC Section 22C.020.070.

B. Review Process

1. An applicant shall submit a request for modification, providing such information as is required by the director, including application fees.
2. Notice of the proposed modification shall be provided to contiguous property owners.

C. Evaluation Criteria. Any proposal to modify use regulations shall not undermine the intent of the standards. The director shall not approve a request for modification unless the proposal provides design elements or other appropriate mitigation equivalent or superior to what would likely result from compliance with

the use regulations which are proposed to be modified. The director shall consider the following criteria in making a decision.

1. The request for modification meets the intent of the standards being modified.
2. The request for modification does not create any impacts or nuisances that cannot be mitigated, such as access points which are unsafe, noise, dust, odor, glare, visual blight or other undesirable environmental impacts.
3. The request for modification meets any additional modification criteria for specific uses in MMC Title 22.C.

Item 5: New Section

22C.010.075 Adaptive Reuse of Nonresidential Buildings in Residential Zones.

A. Purpose. The purpose of this subsection is to allow for adaptive reuse of nonresidential buildings in residential zones that are functionally obsolete in order to improve the economic feasibility of a property by considering uses that are not otherwise permitted, but which, if properly designed and managed, would not create unacceptable impacts on surrounding properties or the immediate vicinity in general. This process differs from the unlisted use process listed in MMC 22A.010.070 in that uses that are not specifically authorized in the residential zone may be considered using the process described herein.

B. Procedures. Any request for adaptive reuse of nonresidential buildings shall be reviewed as a conditional use.

C. Circumstances. The city may allow a use in a residential zone that is not specifically allowed in that zone if it is necessary to encourage adaptive reuse of a building under the following circumstances:

1. It is unlikely that the primary building on the subject property could be preserved if only uses permitted in the underlying zone were allowed.
2. Allowing a different use would enhance the character of the building and immediate vicinity.
3. The use would not have a detrimental effect upon surrounding properties or the immediate vicinity. Uses

D. Uses that May be Allowed. The following uses may be considered for adaptive reuse of an existing building in a residential zone, provided that where a use listed below is allowed as either a permitted or conditional use in MMC Section 22C.010.060, it shall be reviewed in accordance with said section:

1. Dwelling units. Density based on underlying zoning plus one additional dwelling unit;
2. Assisted living facilities;

3. Libraries;
4. Museums and art galleries;
5. Social service facilities;
6. Public services;
7. Artist studios;
8. Music venues;
9. Cafes and bistros;
10. Live-work units;
11. Bed and breakfast inn;
12. Other uses not listed above if determined through the review process to be compatible with surrounding properties and the immediate vicinity.

E. Review Criteria. The following criteria shall be used as the basis for determining compatibility with surrounding uses and approving, denying, or conditionally approving a request to allow the adaptive reuse of a non-residential building in a residential zone:

1. The adaptive reuse would promote or aid in the preservation or rehabilitation of the primary building.
2. No significant impacts to public safety.
3. Compliance with noise, building and fire codes.
4. Hours of the day of proposed use or activity are compatible with surrounding uses.
5. Proposed management and operational procedures to minimize and mitigate potential impacts.
6. Other factors not specified herein that would create a conflict with the surrounding uses, or uses that are permitted in the zone.
7. Expansions to the primary building shall not exceed ten percent of the existing footprint or five hundred square feet, whichever is greater, and will not detrimentally affect the outside character of the building. Expansions shall comply with the bulk and dimensional standards of the underlying zone.

F. Actions Authorized.

1. Approval. The City may approve a proposal that is found to be compatible with surrounding land uses.
2. Denial. Any proposal that would be incompatible with or adversely affect properties in the immediate vicinity shall be denied.
3. Revocation. The city shall retain the right to revoke an approval issued under this section that fails to comply with any conditions of said approval, or which operates in a manner inconsistent with representations made in the application.

Item 6: New Section

22C.020.075 Adaptive Re-Use of Buildings in Non-residential zones.

A. Purpose. The purpose of this section is to allow existing buildings located in non-residential zones to be considered for uses that are not otherwise permitted, but which, if properly designed and managed, would not create negative impacts on surrounding properties or the area in general. Existing buildings that, due to their location or configuration are not readily usable for permitted uses, as determined by the director, may be considered using the process described herein. This process differs from the unlisted use process listed in Section 22A.010.070 in that uses that are not specifically authorized in the zone may be considered using the process described herein.

B. Review Process

1. An applicant shall submit a request for modification, providing such information as is required by the director, including application fees.
2. Notice of the proposed modification shall be provided to contiguous property owners.

C. Review Criteria. The following criteria shall be used as the basis for approving, denying, or conditionally approving a request to allow the use of existing building space for a use not otherwise permitted in the zone.

1. Traffic generated by the proposed use.
3. Impacts from odor, noise, vibration, dust or other nuisances.
4. Aesthetic character and quality of the proposed use.
5. Public safety impacts.
6. Compliance with building and fire codes.
7. Hours of the day of proposed use or activity.
8. Proposed management and operational procedures to minimize and mitigate potential impacts.
9. Other factors not specified herein that would create a conflict with the uses that are permitted in the zone.

D. Actions Authorized.

1. Approval. The City may approve a proposal that is found to be compatible with surrounding land uses.
2. Denial. Any proposal that would adversely affect properties in the immediate vicinity or give the outward appearance of a use or activity that is incompatible with the intent and purpose of the zone in which it is located shall be denied.
3. Revocation. The city shall retain the right to revoke an approval issued under this section for a use that fails to comply with any conditions of said approval,

or which operates in a manner inconsistent with representations made in the application.



PC Recommendation – Modifications to the Administration of the Unified Development Code (UDC)

The Planning Commission (PC) of the City of Marysville, held a public hearing on July 13, 2021 in review of NON-PROJECT action amendments of the Marysville Municipal Code (MMC), proposing amendments to Section 22A.010.070 – *Interpretation – Land Use* and adding new sections, 22A.010.075 – *Promulgation of Rules, Procedures and Interpretations*, 22C.010.055 - *Modification of Use Regulations in Residential Zones*, 22C.020.055 - *Modification of Use Regulations in Non-Residential Zones*, 22C.010.075 - *Adaptive Reuse of Nonresidential Buildings in Residential Zones* and 22C.020.075 - *Adaptive Re-Use of Buildings in Non-residential zones*.

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 proposing Modifications to the Administration of the Unified Development Code (UDC) to the community on February 23, 2021.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on March 19, 2021, in accordance with RCW 36.70A.106.
3. The PC held a public work session to review the NON-PROJECT action amendments proposing Modifications to the Administration of the Unified Development Code (UDC) to the community on June 8, 2021
4. The PC held a duly-advertised public hearing on July 13, 2021 and received testimony from city staff and the public.
5. At the public hearing, the PC reviewed and considered the Modifications to the Administration of the Unified Development Code (UDC).

CONCLUSION:

At the public hearing, held on July 13, 2021, the PC recommended **APPROVING** the Modifications to the Administration of the Unified Development Code (UDC).

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as Section 22A.010.070 – *Interpretation – Land Use*, and adding new sections 22A.010.075 – *Promulgation of Rules, Procedures and Interpretations*, 22C.010.055 - *Modification of Use Regulations in Residential Zones*, 22C.020.055 - *Modification of Use Regulations in Non-Residential Zones*, 22C.010.075 - *Adaptive Reuse of Nonresidential Buildings in Residential Zones* and 22C.020.075 - *Adaptive Re-Use of Buildings in Non-residential zones.*, this **July 13, 2021**.

See attached document for signature.

By: _____
Stephen Leifer, Planning Commission Chair

2021 IN REVIEW OF NON-PROJECT action amendments of the Marysville Municipal Code (MMC), proposing amendments to Section 22A.010.070 – *Interpretation – Land Use* and adding new sections, 22A.010.075 – *Promulgation of Rules, Procedures and Interpretations*, 22C.010.055 – *Modification of Use Regulations in Residential Zones*, 22C.020.055 – *Modification of Use Regulations in Non-Residential Zones*, 22C.010.075 – *Adaptive Reuse of Nonresidential Buildings in Residential Zones* and 22C.020.075 – *Adaptive Re-Use of Buildings in Non-residential zones*.²³⁷

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 proposing Modifications to the Administration of the Unified Development Code (UDC) to the community on February 23, 2021.
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4. The PC held a duly-advertised public hearing on July 13, 2021 and received testimony from city staff and the public.
5. At the public hearing, the PC reviewed and considered the Modifications to the Administration of the Unified Development Code (UDC).

CONCLUSION:

At the public hearing, held on July 13, 2021, the PC recommended **APPROVING** the Modifications to the Administration of the Unified Development Code (UDC).

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as Section 22A.010.070 – *Interpretation – Land Use*, and adding new sections 22A.010.075 – *Promulgation of Rules, Procedures and Interpretations*, 22C.010.055 – *Modification of Use Regulations in Residential Zones*, 22C.020.055 – *Modification of Use Regulations in Non-Residential Zones*, 22C.010.075 – *Adaptive Reuse of Nonresidential Buildings in Residential Zones* and 22C.020.075 – *Adaptive Re-Use of Buildings in Non-residential zones*., this **July 13, 2021**.

By: 

Stephen Leifer, Planning Commission Chair

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

Planning Commission



1049 State Avenue
Marysville, WA 98270

**Meeting Minutes
February 23, 2021**

CALL TO ORDER / ROLL CALL

Chair Leifer called the February 23, 2021 Planning Commission meeting to order via Zoom at 5:00 p.m. Planning Manager Chris Holland called the roll.

Present:

Commissioner: Chair Steve Leifer, Vice Chair Jerry Andes, Commissioner Kevin Johnson, Commissioner Kristen Michal, Commissioner Roger Hoen, Commissioner Brandon Whitaker

Excused: Commissioner Tom Thetford

Staff: Planning Manager Chris Holland, Interim Community Development Director Allan Giffen, Project Specialist Janis Lamoureux

APPROVAL OF MINUTES

February 9, 2021 Planning Commission Minutes

Commissioner Hoen referred to the second to last paragraph on page 3 and stated he had raised a concern about the zoning maps for special types of housing (like sex offenders, Adult Family Homes, assisted living, etc.) not being in alignment with the proposed zoning map for ESFs. A reference to this discussion should be included to provide clarity to his comments.

Commissioner Hoen referred to the second bullet on page 4. He asked to clarify that Adult Family Homes in single-family zones are already allowed by state law to convert to ESFs even though it is extremely unlikely that a facility of six or less would want to convert. He had commented that he didn't want to potentially be in conflict with state law.

Commissioner Michal referred to page 4, bullet point 3 and clarified that she had referenced the zoning that was identified in Alternative 3, but did not necessarily speak in support of Alternative 3.

Planning Manager Holland indicated staff would make changes as indicated and bring the minutes back to the next meeting.

AUDIENCE PARTICIPATION

Chair Leifer solicited audience participation on items not on the agenda. There was none.

PUBLIC HEARING

Mini-storage uses in Community Business (CB) and General Commercial (GC) Zones

Interim Community Development Director Giffen gave background information regarding this item as contained in the Memorandum to the Planning Commission in the packet. The revised draft code text provides for an alternative to buildings having a minimum height of three stories and also lists two options concerning outdoor storage. Option 1 prohibits any outdoor storage while Option 2 allows a limited amount of outdoor storage subject to screening. The revised draft code text also includes some minor amendments to the current regulations related to screening and removal of a redundant noise standard based on discussion at the last meeting. He reviewed a map showing areas that would be impacted by the proposed code and further discussed the proposed code amendments.

Commissioner Michal referred to the solid screening and asked how high a solid fence could be. Planning Manager Holland replied that GC and CB zones allow for an 8-foot high fence.

Vice Chair Andes commented that an 8-foot fence would not screen an RV the size of a bus. Director Giffen, agreed and stated the developer would have to design the project so that outdoor storage of larger vehicles would not be visible by the arrangement of buildings or the location of the storage area.

Commissioner Michal commented that the language in Option 2 is pretty broad and could likely allow construction and other types of large equipment. She wondered how this would work with respect to section (77)2 which states that vehicular access is limited on the site. She appreciates the need for some flexibility to make the project more viable but expressed concern about larger vehicles coming and going. Director Giffen explained that it is intended to be longer term storage where vehicles being stored would not be coming and going often. Planning Manager Holland suggested adding "as determined by the City Engineer" to section (77)2 to alleviate concerns.

Public Comments:

The public hearing was opened at 5:28 p.m.

Aaron Metcalf, Belmark, 12409 State Avenue, Marysville, WA 98271, thanked staff for presenting this to the Planning Commission. He agrees with the staff recommendation and concurs with focusing on the beautification and making sure the facility fits in that particular area. He requested as much flexibility as possible to match the market while still making it look nice. He noted that the approval would not allow the developer to go forward without a building permit and a site plan approval. They will still have to have approval by all the relevant city departments.

Vice Chair Andes asked Mr. Metcalf if he thought a Ram crew cab with a 35-foot long fifth wheel could they go in and out of that intersection safely. Mr. Metcalf believed that they could. There have been examples of large vehicles such as vector trucks and other manufacturing vehicles going to that site. He commented that the development process with the City would weed out uses that would not be appropriate for the site. He emphasized that any large vehicles would be stored there and would not be coming and going every day.

Motion to close the public hearing at 5:36 p.m. moved by Vice Chair Andes seconded by Commissioner Whitaker.

AYES: ALL

General Discussion:

Chair Leifer stated that he had been advised that he did not need to recuse himself from this topic so was able add some comments. He spoke to the general planning principle of using land for its highest and best use. He sees mini-storage and vehicle-storage as a dilution of that concept and stressed that this use would be departing philosophically from what they should be doing. In order to keep the values up as much as possible, he suggested, as an example, they could have a formula where if a three-story building was added then vehicle storage could be allowed on the property. If only one-story buildings were constructed, then vehicle storage would not be allowed.

Commissioner Whitaker expressed appreciation for the comments and ideas raised by Chair Leifer, but noted that the number of properties they are talking about is very low, so it is not necessarily a huge departure from the overall goals of the City.

Vice Chair Andes noted there are only seven properties in total that would be impacted that really can't be built on aside from mini storage. On a different note he raised a concern that there was some interest in this property three years ago, and those developers weren't given the option that Mr. Belmark has been given.

Commented [CH1]: 7 properties that could be impacted by code change but could not be built as mini-storage due to acreage.
Mr. Metcalf not Mr. Belmark

Commissioner Hoen agreed with the planning principle of highest value, but compared this project with the big old red barn sitting there for years. To him this use is a big improvement.

Commissioner Johnson pointed out that there is also an option of doing nothing. Planning Manager Holland agreed that was an option. Commissioner Johnson commented that if they were going to allow this use he would be in support of allowing outdoor storage with appropriate screening. He asked where the 3-story standard came from. Interim Director Giffen explained the intent was to maintain higher value developments. Commissioner Johnson stated that he wasn't a fan of this kind of development in this area, but between the two options he was more favorable to Option 2 which would allow outdoor storage with screening.

Option 1 v. Option 2 Preferences:

- Commissioner Whitaker expressed support for Option 2.
- Commissioner Hoen expressed support for Option 2 with good screening.
- Commissioner Michael commented that improving this property is better than what exists now. She expressed concern about the broad language in Option 2, but if things really can't be visible from the street she would be in favor of option 2.
- Vice Chair Andes spoke in support of Option 1 noting that this is an unusually strange site and doesn't seem to be the appropriate place for boats and RVs.
- Commissioner Johnson spoke in support of Option 2 if outdoor storage is not visible.

Chair Leifer asked staff how they could be assured that the outdoor storage would not be visible. Interim Director Giffen replied that the language in Option 2 already addresses that. It would be accomplished through the design of the building and location of the storage area so it was not visible from the exterior of the site. It would be reviewed on a site-by-site basis.

Motion to recommend approval of the mini storage amendments subject to Option 2 related to outdoor storage moved by Commissioner Whitaker, seconded by Commissioner Hoen.

Ayes – Michal, Whitaker, Hoen, Andes

Nay – Johnson

Abstain - Leifer

Motion passed.

Chapter 70.97 RCW – Enhanced Services Facilities (ESF) (6:01 p.m.)

Attendees related to this topic: Mike Anbesse, Residential Care Services; Sondra Silverman, Policy Division; Bea Rector, Home and Community Services; Amy Abbott, Home and Community Services; Sondra Silverman, DSHS Policy Division; Justin

DeFour, DSHS, Home and Community Services Division; Gibriel Mbowe; Ismail Mohammad

Interim Director Giffen reviewed three alternatives that had originally been considered related to Enhanced Service Facilities (ESFs). He also discussed the Planning Commission's direction to staff on February 9 to prepare revised regulations based on Alternative 2 and to make a distinction between ESFs for six (6) or fewer residents, and ESFs with more than six (6) up to sixteen (16) residents.

Option 1:

The proposed regulations would make a distinction between smaller and larger ESFs with definitions for "Enhanced Services Facilities 1" and "Enhanced Services Facilities 2". It would also allow "Enhanced Services Facilities 1" (six or fewer residents) in all zones allowing single family dwellings as a permitted use, subject to compliance with State licensing requirements. He noted that DSHS staff had stated there are currently none of the smaller ESFs and that it is highly unlikely there would ever be any ESFs with six or fewer residents due to the financial non-viability.

Under the proposed regulations "Enhanced Services Facilities 2" would be permitted as a permitted use in two multi-family zones (R-18 and R-28) and five commercial zones (CB, CB-WR, GC, DC and MU), subject to new regulations to be codified as MMC 22C.280 Regulations for Enhanced Services Facility 2. The proposed new regulations in MMC 22C.280 would also require notice to surrounding property owners prior to filing a land use application with the City; filing of a facility management plan to provide for public safety and communication with neighbors; and, in the R-18 and R-28 zones, would require proximity to transit routes or zones that allow for commercial or social services.

Pointing to DSHS's emphasis on the extremely low likelihood that smaller facilities (six or fewer residents) would be created, staff also proposed an alternative to the above option.

Option 2:

- Amend the MMC definition of ESFs to be identical to the State definition in RCW 70.97.010, as follows:
 - "Enhanced services facility" means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary.
- Not allow ESFs, regardless of size, in single family zones, but allow ESFs as a conditional use in the R-18 and R-28 residential zones, and a permitted use in the CB, CB-WR, GC, DC and MU commercial zones. Under State law, the maximum size for an ESF is 16 residents.

Public Comments:

The public hearing was opened at 6:13 p.m.

Bea Rector, DSHS, thanked the City for the work they have done. She encouraged them not to remove the option for smaller facilities (six or fewer residents) even though it is not likely. She noted that things may change in the future, and in some situations a smaller setting may be a better option.

Commissioner Hoen expressed concern about the city duplicating or interfering with state regulations regarding things like staffing levels and management plans. Interim Director Giffen indicated that it was not the intent of staff to be redundant or get involved with matters where they are not experts. The intent of the language of the draft code would be to require the applicant to think about how they would provide for community safety and establish a communication plan so neighbors can contact the facility if there are any concerns.

Commissioner Hoen expressed concern about not allowing these smaller facilities in single-family zones if the state allows it. Interim Director Giffen noted that this is a new set of regulations, and the Mayor had recommended the approach they take should be more conservative at first. The code could be amended at a future time if desired.

Motion to close the public hearing at 6:22 p.m. moved by Vice Chair Andes, seconded by Commissioner Michael.

Motion passed unanimously.

Discussion:

Commissioner Whitaker noted that the February 20 memo answered a lot of his questions. He spoke in support of Option 2 with the knowledge that if the smaller facilities become viable in the future they can reconsider. There was general support by the rest of the Commission for Option 2.

Motion to approve and recommend Option 2 related to Enhanced Service Facilities which would not allow ESFs of any size in single family zones and which incorporates the input from the Mayor's office to make ESFs a conditional use in the R-18 and R-28 zones made by Commissioner Whitaker, seconded by Vice Chair Andes.

Motion passed unanimously.

NEW BUSINESS

MMC Title 22 Unified Development Code – Administration Code Amendments

Interim Director Giffen reviewed the proposed amendments which would provide flexibility in the administration of the code in six different sections.

1. Amending MMC 22A.010.070 Interpretation – Land Use – This section would be simplified by deleting the reference to the two outside resources (Standard Industrial Classification and the Illustrated Book of Development Definitions and give staff the ability to consider an unlisted use to be permitted if it is similar in nature to a use that is listed as a permitted use in a specific zone classification.
2. Adding a new section 22A.010.075 Promulgation of Rules, Procedures and Interpretations in order to allow staff to generate interpretations for how the code is to be used.
3. Adding a new section 22C.010.055 Modification of Use Regulations in Residential Zones. This would allow for an applicant to request a modification of a regulation contained in the Development Conditions under limited circumstances, which would be considered by the director following notice to contiguous property owners. The proposed alternative must show that it will provide “equivalent or superior” treatment or mitigation.
4. Adding a new section 22C.020.055 Modification of Use Regulations in Non-Residential Zones. This is similar to item 3 above, but for non-residential zones.
5. Adding a new section 22C.020.075 Adaptive Re-Use of Buildings in Non-residential zones. This proposed amendment would allow older buildings and other buildings not suited for uses that are permitted by zoning in a non-residential zone to be considered for another use, with notice provided to contiguous property owners. Decision criteria would focus on compatibility with the area and minimizing or mitigating impacts on surrounding uses.
6. Adding a new section 22C.010.075 Adaptive Reuse of Nonresidential Buildings in Residential Zones. This is similar to item 5 above, but would apply to residential zones. Decision criteria would focus on compatibility with surrounding land uses.

Discussion:

Chair Leifer commended staff on the proposals which he sees as quite visionary. Vice Chair Andes and Commissioner Whitaker also spoke in support of the proposed amendments. Commissioner Michal agreed, and asked if there are any proposals in the pipeline that would benefit from some of these reuses. Interim Director Giffen was not aware of anything. He indicated staff would bring back more information about this topic in the near future.

2021 Comprehensive Plan Amendment Docket–Smokey Point Comprehensive Plan Map Amendment

Interim Director Giffen reviewed background on a large area of land located between 152nd Street NE and the Arlington city limits, east of I-5 and west of Hayho Creek which is zoned General Commercial (GC). He solicited feedback on initiating a review of this

area to consider rezoning a portion of the area back to Light Industrial (LI) zoning. He also raised the question of the type of design standards desired for this area.

Commissioner Whitaker asked if the impetus for this had to do with the success of the Cascade Industrial Center. Interim Director Giffen did not think so; it has to do with over-zoning of this area for General Commercial. Planning Manager Holland reviewed some proposed uses in the area that would not currently be allowed. He added that everything west of Hayho Creek is within the basin to discharge to Marysville's storm water management facility.

Chair Leifer commented that rezoning seems reasonable, but he thinks it is important to maintain General Commercial along Smokey Pt. Blvd to some depth. He spoke in support of continued discussion on this topic.

Upcoming topics:

Planning Manager Holland commented that staff was planning on bringing the Downtown Master Plan to the next meeting.

ADJOURNMENT

Motion to adjourn at 7:05 p.m. moved by Vice Chair Andes, seconded by Commissioner Whitaker.

AYES: ALL

Laurie Hugdahl, Recording Secretary

Next Meeting - Tuesday, March 9, 2021

Planning Commission



1049 State Avenue
Marysville, WA 98270

**Meeting Minutes
June 8, 2021**

CALL TO ORDER / ROLL CALL

Chair Leifer called the June 8, 2021 Planning Commission meeting to order via Zoom at 5:00 p.m. Planning Manager Chris Holland called the roll.

Present:

Commissioner: Chair Steve Leifer, Vice Chair Jerry Andes, Commissioner Kristen Michal, Commissioner Brandon Whitaker, Commissioner Tom Thetford

Absent: Commissioner Kevin Johnson, Commissioner Roger Hoen

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

Community Development Director Haylie Miller introduced herself to the Planning Commission.

APPROVAL OF MINUTES

March 9, 2021 Planning Commission Minutes

Motion to approve the March 9, 2021 Planning Commission Minutes as presented moved by Commissioner Whitaker, seconded by Commissioner Michal.

Ayes: Leifer, Andes, Michal, Whitaker

Nay: None

Abstain: Thetford

Motion passed.

AUDIENCE PARTICIPATION

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

NEW BUSINESS

A. Boundary Line Adjustment

Director Miller discussed issues and challenges associated with the way boundary line adjustments (BLAs) are being used by some applicants. Staff is proposing to require certain improvements for subdivisions or projects that would normally trigger it. She explained that the original intent of BLAs was to provide a legal method between property owners to make minor adjustments to their property boundaries. She reviewed examples of BLA situations which demonstrate how the current process is not always being used as originally intended. Instead it is sometimes used as a means to facilitate development and in some cases avoiding frontage improvements. If the frontage improvements are not made by the applicant, those costs would fall onto the taxpayer. The proposed changes would remedy this loophole and also provide consistency between applicants.

Chair Leifer expressed concern that this could be regressive and interfere with projects. Planning Manager Holland agreed that it is a balance in determining how much the development community should pay and how much should be left to the public. Chair Leifer commented that an argument could be made that those who are going to be receiving the common good should be the ones to pay for it.

Director Miller continued to review different examples of BLAs and their impacts on frontage improvements. Staff is proposing that if the lot line adjustment reduces a property's street frontage by 20% or less or up to 40 feet then the conditions for BLAs would apply. If it is being used as intended then there won't be any issues or frontage improvements required.

Chair Leifer asked about staff's response to Dylan Sluder's letter to the City on behalf of Master Builders. Director Miller replied that staff worked closely with the City's legal team on this, and they feel that this proposal is consistent with state law.

Commissioner Andes commented that "owner convenience" has been used in the past and currently to do a BLA. Director Miller agreed, but noted she did not believe the intent was to allow BLAs for development purposes; instead it was created to allow for minor adjustments. Commissioner Andes noted there is another RCW about Boundary Line Agreements which seem to him to be for the cases where simple boundary line adjustments need to be made. He questioned the City changing its philosophy on the way BLAs are used. Director Miller offered to bring this up again with the legal team for review. She noted that Marysville is not the first city to address this; staff reached out to many cities in this process.

Chair Leifer commented that this has been used for more than minor adjustments for a long time. He wondered if that makes a difference in how they address this. He expressed concern about the impact this could have on the marketplace.

Commissioner Whitaker asked about the number of examples that may have taken place over the past 15 years or so where the code has been circumvented. Director Miller stated that staff could follow up with that information.

Commissioner Michal asked for information about who it is that is using this in a way that is not intended. Director Miller indicated staff could bring that information back. Commissioner Michal asked if there is flexibility now for staff to deny those boundary line adjustments. Director Miller explained that this is limited to when someone tries to add a lot, make a nonconforming lot, or other specific circumstances.

Commissioner Andes discussed a scenario of a couple who might want to move boundary lines on their property to create short plats for their children. Director Miller replied that the way the code is written now is if the property frontage is adjusted more than 40 feet or greater than 20% the requirements would be triggered. She noted that staff does have built in discretion.

Commissioner Andes commented that it seems like the City is basically doing away with BLAs. Director Miller explained that if someone is using the BLA process to circumvent requirements that would otherwise be required, the City is asking that they not use the BLA process. Commissioner Andes thought this could be detrimental to development. There was some discussion about previous scenario he brought up.

Commissioner Whitaker commented that he is leaning towards staff's recommendation. He would like to know if the proposed code recommendations would be in line with what other municipalities are doing or if the City would be on the cutting edge with these changes.

Director Miller indicated she would bring back more info about previous examples, the numbers of times this has been used, who is using this, and trends they are seeing.

Chair Leifer referred to Exhibit 1, item 3(d) and asked about examples of split zones. Director Miller explained how this could happen. Planning Manager Holland showed examples of places in the city where there used to be split zones on properties. He thought that all the split zones had been reconciled with the 2015 update, and this wouldn't be an issue in the future.

Public Comments:

Dylan Sluder, Snohomish County Manager, Master Builders Association, expressed concerns about the legality of this, but noted that some progress had been made since he had written his letter. He commented on the housing availability crisis and the price sensitive nature of development. He disagreed that BLAs are generally being used to circumvent requirements. He recommended following the state code regarding BLAs and having some flexibility within that.

Chair Leifer expressed hope that there might be some kind of compromise to satisfy both interests. He thought that a mitigation fund might be a way to fill in the gaps and also to provide consistency in frontage improvement costs for development.

Staff indicated they would come back with information that had been requested.

B. Administration of MMC Title 22 *Unified Development Code*

Director Miller introduced this item which had been started by the Interim Community Development Director Allan Giffen. She stated that she had reviewed and agreed with the proposed changes. She briefly gave an overview of the proposed changes.

Chair Leifer stated that he fully supports this. Other commissioners concurred. There was consensus to schedule this item for a public hearing.

C. Sign Code – Downtown Master Plan

Planning Manager Holland reviewed the proposed changes as summarized in his memo to the Planning Commission dated June 2, 2021.

Chair Leifer questioned the restrictions for signage and the 10-foot setback requirement for signs on construction sites. Planning Manager Holland explained that staff isn't proposing any changes to that section of the code, and there haven't been any problems with this.

Commissioner Michal asked about height limitations for pole signs. Planning Manager Holland replied that anything under 12 feet is considered a monument sign. Anything over 12 feet is considered a pole or pylon sign. The table on page 21 shows the height limits in the different zones.

ADJOURNMENT

Motion to adjourn at 6:47 p.m. moved by Whitaker, seconded by Commissioner Andes.
AYES: ALL

Chris Holland

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

Next Meeting – June 22, 2021

Planning Commission



1049 State Avenue
Marysville, WA 98270

**Meeting Minutes
July 13, 2021**

CALL TO ORDER / ROLL CALL

Chair Leifer called the July 13, 2021 Planning Commission meeting to order via Zoom at 5:00 p.m. Director Miller called the roll.

Present:

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

Staff: Community Development Director Haylie Miller, Project Specialist Janis Lamoureux

APPROVAL OF MINUTES

June 22, 2021 Planning Commission Minutes

Motion to approve the June 22, 2021 Planning Commission Minutes as presented made by Commissioner Thetford, seconded by Commissioner Hoen.

AYES: LEIFER, MICHAL, HOEN, WHITAKER, THETFORD

ABSTAIN: ANDES

AUDIENCE PARTICIPATION

Chair Leifer solicited audience participation on items not on the agenda. There was none.

PUBLIC HEARING

Administration of MMC Title 22 Unified Development Code

Director Miller introduced this item and reviewed proposed amendments to the Unified Development Code.

- Amending MMC 22A.010.070 Interpretation – Land Use - Staff is proposing allowing the director to consider uses that are similar in nature. This leaves room for flexibility as long as the use is similar to other uses in the code. The reference to other documents that the City looks at would provide more transparency with the public.
- Adding a new section 22A.010.075 Promulgation of Rules, Procedures and Interpretations – This would enable the director to generate interpretations for how the code is to be used. This would be useful especially as an interim measure that could provide guidance for staff and the public until the code can be amended.
- Adding a new section 22C.010.055 Modification of Use Regulations in Residential Zones – The proposed addition to the code would allow for an applicant to request a modification of a regulation contained in the Development Conditions, which would be considered by the director following notice to contiguous property owners. This process would be limited in its application to proposals where the applicant can meet the intent of the standard being modified by some other means.
- Adding a new section 22C.020.055 Modification of Use Regulations in Non-Residential Zones – Similar to above, but for Non-Residential Zones
- Adding a new section 22C.010.075 Adaptive Reuse of Nonresidential Buildings in Residential Zones - Similar to above, but would apply to the use of Non-Residential buildings in Residential zones.
- Adding a new section 22C.020.075 Adaptive Re-Use of Buildings in Non-residential zones - This proposed amendment would allow such a building in a non-residential zone to be considered for another use, with notice provided to contiguous property owners. The evaluation criteria focus on compatibility with, and minimizing or mitigating impacts on, surrounding uses.

The public hearing was opened at 5:12 p.m., and comments were solicited. Seeing none, the hearing was closed at 5:13 p.m.

Motion to close the hearing at 5:13 p.m. made by Commissioner Andes, seconded by Commissioner Whitaker. **Motion** passed unanimously.

Motion to forward this to the City Council with a recommendation for approval made by Commissioner Whitaker, seconded by Commissioner Andes. **Motion** passed unanimously.

NEW BUSINESS

MMC Chapter 3.103 *Multifamily Housing Property Tax Exemption*

Director Miller reviewed this item. Staff is proposing two changes to the chapter:

- Modify the Residential Target Area boundaries to match the proposed Downtown Master Plan Area boundaries
- Reduce the minimum threshold of 20 units to eight units or less. As a starting point the City of Everett has been used as an example. Staff believes that smaller multifamily projects may be more feasible at this time for development in the downtown area.

Discussion:

Chair Leifer asked if Everett limits this to a certain part of the city. Director Miller replied that it is limited to a certain area which is common when a city wants to incentivize a certain area. Chair Leifer referred to the Manufacturing Industrial Center and noted that this could be an area they might want to consider applying this to.

Commissioner Whitaker expressed concern about how this would work with the City's goals for the downtown area. He wondered if the lower number of residential numbers would be enough to draw the retail uses they want to see there. Also, he asked if the City is aiming to move up downtown or move out downtown with these units. Director Miller responded that the plan is to go up and not out in the downtown area even though they have recently expanded the area. She encouraged the group to consider the pros and cons of this. Just because the minimum is 8 doesn't mean the applicant has to do 8. Staff is hoping this can help as a catalyst for the first development in that area. Commissioner Whitaker expressed concern about low density could make the commercial uses less appealing.

Commissioner Andes asked what is included in the property tax exemption. Director Miller replied it applied to school district, fire district, city, county and state taxes. She calculated it came up to about \$1100 a year per unit in savings. Regarding the suggestion to apply this to the north end, she noted that there doesn't seem to be a problem getting development in the north end near the MIC, but there is in the downtown area. The taxes are capped 8 years for a market rate development and 12 years for development that offers affordable housing opportunity. Chair Leifer acknowledged that there are challenges for developers who want to develop in the downtown area.

Commissioner Hoen discussed the need to make State Avenue a more attractive place for people to mingle and live, similar to what Arlington is doing. Director Miller concurred. She thought there was something in the Downtown Master Plan regarding landscaping. She offered to check on this. Commissioner Andes commented that this was brought up several years ago. Most of the retailers and businesses there didn't support the idea.

Commissioner Michal wondered what Bothell did to encourage their substantial downtown mixed use development. Director Miller offered to look into that.

Chair Leifer reiterated that there are some issues with downtown, and he believes they will have to do everything they can to get things moving in that area. For this reason he would support a lower number of units to get things started.

Commissioner Andes thought it was worth a try to change things since what they have been doing for the past 12 years hasn't worked.

Commissioner Whitaker was hesitant to drop the numbers significantly because of its impact on the long-term goal.

Chair Leifer agreed with Commissioner Whitaker. He noted that they could readjust the numbers once they get a project or two started.

Commissioner Hoen asked how the industry would get notice of a change like this. Director Miller replied that the City tries to advertise as best as they can. They also share information with the Master Builders Association.

Director Miller asked for general direction about the number of units. She noted she was hoping to hold a public hearing in August or September.

Commissioner Whitaker remarked he was comfortable with an adjustment to 10 and reconsidering in a year. There was general consensus on this.

OLD BUSINESS

MMC 22C.160.230(1) –Construction Signs

Director Miller explained that the Planning Commission had asked staff to look at this more closely. So far there haven't been any recommendations for changes except for wording changes to item E. The revised verbiage states: "No sign shall be located closer than 10 feet to an internal property line unless attached to a fence. Signs attached to fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard."

Chair Leifer commented that on big jobs subcontractors often like to get signs out. He didn't think a 4x8 sign on the road was adequate for their signage needs. Director Miller noted they could look at that later if desired.

OTHER

Commissioner Hoen said he had a conversation with Director Miller about how to access agenda documents online while also being online with Zoom. Chair Leifer agreed that this is an issue. He explained he ends up printing everything and making his notes on them as they go. He spoke in support of the City continuing to print things out and get them to commissioners. Commissioner Whitaker agreed it is nice to have a hard piece of paper to read before meetings and take notes on during the meetings. He

prefers getting the paper copy in the mail. Chair Leifer noted it is important to keep the paper copies in order to be able to refer back to that. Commissioner Andes noted that if the commissioners end up printing everything out it's not actually going paperless, it's just a matter of who pays for it. Commissioner Michal said she prefers paper, but she is trying to adapt. Director Miller replied that staff would continue to print documents for the commissioners. She suggested they could also look into getting some sort of electronic device for commissioner to assist in going paperless.

Director Miller asked everyone's comfort level with returning to in-person meetings. Most commissioner expressed interest in returning to in-person meetings. There was discussion about the potential time with various opinions. It seemed that 6:00 p.m. was the consensus. Director Miller indicated they would tentatively shoot for an in-person meeting at 6:00 p.m. starting in August.

Director Miller reported that a new planning commissioner had been selected, but not formally announced yet.

ADJOURNMENT

Motion to adjourn at 6:14 p.m. moved by Hoen, seconded by Commissioner Thetford.
AYES: ALL

Chris Holland

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

Next Meeting – July 27, 2021

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
AMENDING TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE BY
AMENDING SECTION 22A.010.070 AND ADDING NEW CODE SECTIONS
22A.010.075, 22C.010.055, 22C.020.055, 22C.010.075 AND
22C.020.075.**

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

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

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

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

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

WHEREAS, the development code amendment is consistent with the following required findings of MMC 22G.010.520:

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

WHEREAS, on July 13, 2021, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed amendments to the City's development regulations; and

WHEREAS, at a public meeting on February 14, 2022, the Marysville City Council reviewed and considered the Marysville Planning Commission's Recommendation and proposed amendments to the City's development regulations; and

WHEREAS, the City of Marysville has submitted the proposed amendments to the City's development regulations to the Washington State Department of Commerce on March

19, 2021 seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

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

Section 1. Amendment of Municipal Code. MMC Section 22C.010.070, entitled "Interpretation – Land Use," is hereby added as follows:

22A.010.070 Interpretation – Land use.

(1) ~~If a use is not specifically or generally listed in the Permitted Uses table in MMC 22C.010.060 or MMC 22C.020.060, the community development director shall determine whether a proposed land use is allowed in a zone. The Standard Industrial Classification Manual (SIC), current edition, prepared by the United States Office of Management and Budget, and the New Illustrated Book of Development Definitions, prepared by Moskowitz and Lindbloom, will be used as reference guides in the classification and/or interpretation of a proposed use.~~

(2) The community development director's determination shall be based on whether or not permitting the proposed use in a particular zone is consistent with the purposes of this title and the zone's purpose as set forth in Chapter 22A.030 MMC, by considering the following factors:

(a) ~~The physical characteristics of the use and its supporting structures, (including but not limited to scale, traffic and other impacts, and hours of operation);~~ are of the same basic nature as a use or uses specifically or generally listed in the applicable zoning district;

(b) ~~Whether or not the use complements or is compatible with other uses permitted in the zone; and~~

(c) ~~The SIC classification, if any, assigned to the business or other entity that will carry on the primary activities of the proposed use.~~

(3) ~~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.~~

Section 2. Amendment of Municipal Code. MMC Section 22A.010.075, entitled "Promulgation of Rules, Procedures and Interpretations," is hereby added as follows:

22A.010.075 Promulgation of Rules, Procedures and Interpretations.

The community development director is authorized to promulgate administrative rules, procedures and interpretations consistent with the terms of this title. Appeals of any such

rule, procedure, interpretation or other administrative determination made by the director shall be made to the hearing examiner in accordance with the appeal procedures as set forth in Chapter 22G.010 MMC, Article VIII, Appeals.

Section 3. Amendment of Municipal Code. MMC Section 22C.010.055, entitled "Modification of Use Regulations in Residential Zones," is hereby added as follows:

22C.010.055 Modification of Use Regulations in Residential Zones.

A. Use Regulations that May be Modified. An applicant may propose, and the director may approve, deny or conditionally approve a modification of the special regulations and notes in MMC Section 22C.010.070.

B. Review Process

1. An applicant shall submit a request for modification, providing such information as is required by the director, including application fees.
2. Notice of the proposed modification shall be provided to contiguous property owners.

C. Evaluation Criteria. Any proposal to modify use regulations shall not undermine the intent of the standards. The director shall not approve a request for modification unless the proposal provides design elements or other appropriate mitigation equivalent or superior to what would likely result from compliance with the use regulations which are proposed to be modified. The director shall consider the following criteria in making a decision.

1. The request for modification meets the intent of the standards being modified.
2. The request for modification does not create any impacts or nuisances that cannot be mitigated, such as access points which are unsafe, noise, dust, odor, glare, visual blight or other undesirable environmental impacts.
3. The request for modification meets any additional modification criteria for specific uses in MMC Title 22.C.

Section 4. Amendment of Municipal Code. MMC Section 22C.020.055, entitled "Modification of Use Regulations in Non-Residential Zones," is hereby added as follows:

22C.020.055 Modification of Use Regulations in Non-Residential Zones.

A. Use Regulations that May be Modified. An applicant may propose, and the director may approve, deny or conditionally approve a modification of the special regulations and notes in MMC Section 22C.020.070.

B. Review Process

1. An applicant shall submit a request for modification, providing such information as is required by the director, including application fees.
2. Notice of the proposed modification shall be provided to contiguous property owners.

C. Evaluation Criteria. Any proposal to modify use regulations shall not undermine the intent of the standards. The director shall not approve a request for modification unless the proposal provides design elements or other appropriate mitigation equivalent or superior to

what would likely result from compliance with the use regulations which are proposed to be modified. The director shall consider the following criteria in making a decision.

1. The request for modification meets the intent of the standards being modified.
2. The request for modification does not create any impacts or nuisances that cannot be mitigated, such as access points which are unsafe, noise, dust, odor, glare, visual blight or other undesirable environmental impacts.
3. The request for modification meets any additional modification criteria for specific uses in MMC Title 22.C.

Section 5. Amendment of Municipal Code. MMC Section 22C.010.075, entitled "Adaptive Reuse of Nonresidential Buildings in Residential Zones," is hereby added as follows:

22C.010.075 Adaptive Reuse of Nonresidential Buildings in Residential Zones.

A. Purpose. The purpose of this subsection is to allow for adaptive reuse of nonresidential buildings in residential zones that are functionally obsolete in order to improve the economic feasibility of a property by considering uses that are not otherwise permitted, but which, if properly designed and managed, would not create unacceptable impacts on surrounding properties or the immediate vicinity in general. This process differs from the unlisted use process listed in MMC 22A.010.070 in that uses that are not specifically authorized in the residential zone may be considered using the process described herein.

B. Procedures. Any request for adaptive reuse of nonresidential buildings shall be reviewed as a conditional use.

C. Circumstances. The city may allow a use in a residential zone that is not specifically allowed in that zone if it is necessary to encourage adaptive reuse of a building under the following circumstances:

1. It is unlikely that the primary building on the subject property could be preserved if only uses permitted in the underlying zone were allowed.
2. Allowing a different use would enhance the character of the building and immediate vicinity.
3. The use would not have a detrimental effect upon surrounding properties or the immediate vicinity.

D. Uses that May be Allowed. The following uses may be considered for adaptive reuse of an existing building in a residential zone, provided that where a use listed below is allowed as either a permitted or conditional use in MMC Section 22C.010.060, it shall be reviewed in accordance with said section:

1. Dwelling units. Density based on underlying zoning plus one additional dwelling unit;
2. Assisted living facilities;
3. Libraries;
4. Museums and art galleries;
5. Social service facilities;

- 6. Public services;
- 7. Artist studios;
- 8. Music venues;
- 9. Cafes and bistros;
- 10. Live-work units;
- 11. Bed and breakfast inn;
- 12. Other uses not listed above if determined through the review process to be compatible with surrounding properties and the immediate vicinity.

E. Review Criteria. The following criteria shall be used as the basis for determining compatibility with surrounding uses and approving, denying, or conditionally approving a request to allow the adaptive reuse of a non-residential building in a residential zone:

- 1. The adaptive reuse would promote or aid in the preservation or rehabilitation of the primary building.
- 2. No significant impacts to public safety.
- 3. Compliance with noise, building and fire codes.
- 4. Hours of the day of proposed use or activity are compatible with surrounding uses.
- 5. Proposed management and operational procedures to minimize and mitigate potential impacts.
- 6. Other factors not specified herein that would create a conflict with the surrounding uses, or uses that are permitted in the zone.
- 7. Expansions to the primary building shall not exceed ten percent of the existing footprint or five hundred square feet, whichever is greater, and will not detrimentally affect the outside character of the building. Expansions shall comply with the bulk and dimensional standards of the underlying zone.

F. Actions Authorized.

- 1. Approval. The City may approve a proposal that is found to be compatible with surrounding land uses.
- 2. Denial. Any proposal that would be incompatible with or adversely affect properties in the immediate vicinity shall be denied.
- 3. Revocation. The city shall retain the right to revoke an approval issued under this section that fails to comply with any conditions of said approval, or which operates in a manner inconsistent with representations made in the application.

Section 6. Amendment of Municipal Code. MMC Section 22C.020.075, entitled "Adaptive Reuse of Buildings in Non-residential Zones," is hereby added as follows:

22C.020.075 Adaptive Reuse of Buildings in Non-residential zones.

A. Purpose. The purpose of this section is to allow existing buildings located in non-residential zones to be considered for uses that are not otherwise permitted, but which, if properly designed and managed, would not create negative impacts on surrounding properties or the area in general. Existing buildings that, due to their location or

configuration are not readily usable for permitted uses, as determined by the director, may be considered using the process described herein. This process differs from the unlisted use process listed in Section 22A.010.070 in that uses that are not specifically authorized in the zone may be considered using the process described herein.

B. Review Process

1. An applicant shall submit a request for modification, providing such information as is required by the director, including application fees.
2. Notice of the proposed modification shall be provided to contiguous property owners.

C. Review Criteria. The following criteria shall be used as the basis for approving, denying, or conditionally approving a request to allow the use of existing building space for a use not otherwise permitted in the zone.

1. Traffic generated by the proposed use.
3. Impacts from odor, noise, vibration, dust or other nuisances.
4. Aesthetic character and quality of the proposed use.
5. Public safety impacts.
6. Compliance with building and fire codes.
7. Hours of the day of proposed use or activity.
8. Proposed management and operational procedures to minimize and mitigate potential impacts.
9. Other factors not specified herein that would create a conflict with the uses that are permitted in the zone.

D. Actions Authorized.

1. Approval. The City may approve a proposal that is found to be compatible with surrounding land uses.
2. Denial. Any proposal that would adversely affect properties in the immediate vicinity or give the outward appearance of a use or activity that is incompatible with the intent and purpose of the zone in which it is located shall be denied.
3. Revocation. The city shall retain the right to revoke an approval issued under this section for a use that fails to comply with any conditions of said approval, or which operates in a manner inconsistent with representations made in the application.

Section 7. Amendment of Municipal Code. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"22A.010.160 Amendments.

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
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_____ Unified Development Code Administration _____, 2022"

Section 8. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 9. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 10. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #16

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

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Proposed Ordinance Addressing Wheeled All-Terrain Vehicles (WATVS) Operating on City Streets	
PREPARED BY:	DIRECTOR APPROVAL:
Assistant Chief Jim Lawless	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Proposed Ordinance (Chapter 11.70 – Wheeled All-Terrain Vehicles (WATVS))	
BUDGET CODE:	AMOUNT:
SUMMARY:	

For several years, the topic of allowing for the operation of Wheeled All-Terrain Vehicles (WATVS) on City streets has been a topic of discussion amongst both members of the community, as well as members of the City Council. This issue has been discussed during numerous Public Safety Committee meetings, including several meetings during the latter part of 2021. It was the desire of Council President Norton to bring forward a draft ordinance for full Council review/discussion at the beginning of 2022.

The proposed ordinance would allow for the operation of WATV’s upon the City streets where the speed limit is 35 mph or less, so long as the vehicle meets certain design requirements (including seatbelts, head/tail/brake lights, turn signals/windshield), the operator is 18 yoa or older and possesses a valid driver’s license, and no child under 5 yoa is being transported.

It should be noted that numerous surrounding jurisdictions, including those that border Marysville (Lake Stevens, Snohomish County), have similar ordinances that allow for WATV operation upon city/county streets.

<p>RECOMMENDED MOTION: I move to approve Ordinance No. _____.</p>
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CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, REGARDING THE LEGAL OPERATION OF WHEELED
ALL-TERRAIN VEHICLES AND ADDING A NEW CHAPTER 11.70 TO THE
MUNICIPAL CODE.**

WHEREAS, state law permits a city to authorized the operation of wheeled all-terrain vehicles on city streets; and

WHEREAS, the City Council believes citizens will benefit from having an alternative mode of transportation; and

WHEREAS, cities adjacent to Marysville have authorized wheeled all-terrain vehicles to operate on city streets.

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

SECTION 1. A new chapter 11.70 is added to the municipal code as set forth in Exhibit A.

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

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

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

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

CITY OF MARYSVILLE

By _____

JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

Chapter 11.70 WHEELED ALL-TERRAIN VEHICLES (WATVS)

Sections:

- 11.70.010 Definitions**
- 11.70.020 Use of Wheeled All-Terrain Vehicles on City Streets Approved**
- 11.70.030 Restrictions on Use of Wheeled All-Terrain Vehicles on City Streets**
- 11.70.040 Equipment Requirements of Wheeled All-Terrain Vehicles**
- 11.70.050 Registration Requirements of a Wheeled All-Terrain Vehicle**
- 11.70.060 Duty to Obey Traffic Control Devices and Rules of the Road**
- 11.70.070 Prohibited Uses**
- 11.70.080 Prohibited Areas**
- 11.70.090 Violation - Penalty**
- 11.70.100 Listing on City Website**

11.70.010 Definitions.

Unless otherwise specifically provided for herein, the definitions set forth in Chapter 46.09 RCW, as existing or hereafter amended, shall govern this chapter. In addition, when used in this chapter, the following words, terms, and phrases shall have the following meanings:

- (1) "City" means the City of Marysville, Washington, including its elected officials, employees, and agents.
- (2) "City street" means every way, lane, road, street, boulevard, and every way or place in the city open as a matter of right to public vehicular traffic inside the City limits.
- (3) "MMC" means the Marysville Municipal Code.
- (4) "Motorcycle helmet" has the same meaning as provided in RCW 46.37.530.
- (5) "Rules of the road" means all the rules that apply to vehicle or pedestrian traffic as set forth in State and/or local statutes, rules or regulations.
- (6) "Sidewalk" means that property between the curb lines or the lateral lines of a City street and the adjacent property, set aside and intended for the use of pedestrians or such portion of private property parallel and in proximity to a City street and dedicated to use by pedestrians.
- (7) "Wheeled all-terrain vehicle" or "WATV" means:
 - (1) a utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of twenty psi or less, has a maximum width less than seventy-four inches, has a maximum weight less than two thousand pounds, has a wheelbase of one hundred ten inches or less, and satisfies at least one of the following: (a) has a minimum width of fifty, inches (b) has a minimum weight of at least nine hundred pounds, or (c) has a wheelbase of over sixty-one inches; and
 - (2) has a steering wheel for steering control; and
 - (3) has non-straddle seating with the ~~operator and passenger~~occupants sitting side-by-side in the vehicle, manufactured primarily for recreational non-highway all-terrain use as further defined by the State Model Traffic Ordinance.

11.70.020 Use of Wheeled All-Terrain Vehicles on City Streets Approved.

Subject to the restrictions set forth in Chapter 46.09 RCW and the other requirements set forth in this Chapter, any person, 18 years of age or older, with a valid driver's license issued by the state of the person's residence may operate a wheeled all-terrain vehicle upon a city street having a speed limit of 35 miles per hour or less.

11.70.030 Restrictions on Use of Wheeled All-Terrain Vehicles on City Streets.

- (1) Any person who operates or rides as a passenger in a wheeled all-terrain vehicle must wear a securely fastened motorcycle helmet while the WATV is in motion, unless the WATV is equipped with seat belts and roll bars or an enclosed passenger compartment;
- (2) A person may not operate a wheeled all-terrain vehicle upon a City street with a speed limit in excess of 35 miles per hour; however, a person may cross a city street with a speed limit in excess of 35 miles per hour at a controlled intersection if the crossing begins and ends on a City street with a speed limit of 35 miles per hour or less and occurs at an intersection of approximately 90 degrees;
- (3) A person may operate a wheeled all-terrain vehicle upon any City street while being used under the authority or direction of an appropriate agency that engages in emergency management, as defined in RCW 46.09.310, or search and rescue, as defined in RCW 38.52.010, or a law enforcement agency, as defined in RCW 16.52.011;
- (4) A person who operates a wheeled all-terrain vehicle shall carry proof of current liability insurance in compliance with, and with overage limits at least equivalent to the amounts set forth in, Chapter 46.29 RCW; and
- (5) Wheeled all-terrain vehicles, and the use thereof, are subject to Chapter 46.55 RCW.

11.70.040 Equipment and Declaration Requirements.

Any wheeled all-terrain vehicle operated on a City street shall include the following equipment (which equipment shall be used and operated as further prescribed herein) and shall comply with the following operational requirements, as applicable:

- (1) Headlights meeting the requirements of RCW 46.37.030 and 46.37.040 and used at all times when the vehicle is in motion;
- (2) One tail lamp meeting the requirements of RCW 46.37.525 and used at all times when the vehicle is in motion; however, a utility-type vehicle, as described under RCW 46.09.310, must have two tail lamps meeting the requirements of RCW 46.37.070(1) and be used at all times when the vehicle is in motion;
- (3) A stop lamp meeting the requirements of RCW 46.37.200;
- (4) Reflectors meeting the requirements of RCW 46.37.060;
- (5) During hours of darkness, as defined in RCW 46.04.200, turn signals meeting the requirements of RCW 46.37.200;
- (6) Outside of hours of darkness, the person operating the WATV must comply with RCW 46.37.200 or 46.61.310 to signal turns;
- (7) Must have two mirrors meeting the requirements of RCW 46.37.400;
- (8) A windshield meeting the requirements of RCW 46.37.430, unless the person operating the WATV wears glasses, goggles, or a face shield while operating the WATV, of a type conforming to rules adopted by the Washington State Patrol;
- (9) A horn or warning device meeting the requirements of RCW 46.37.380;
- (10) Brakes in working order;

- (11) A spark arrester and muffling device meeting the requirements of RCW 46.09.470; and
- (12) ~~For utility type vehicles, as described under RCW 46.09.310(19), s~~Seat belts meeting the requirements of RCW 46.37.510.
- (13) A person operating a WATV must comply with the declaration requirements described in RCW 46.09.457(1)(b).

11.70.050 Registration Requirements of a Wheeled All-Terrain Vehicle.

Any wheeled all-terrain vehicle operated on a City street must comply with all applicable registration requirements of Chapter 46.09 RCW.

11.70.060 Duty to Obey Traffic Control Devices and Rules of the Road.

A person operating a wheeled all-terrain vehicle must obey all Rules of the road that apply to vehicle or pedestrian traffic and must obey the instructions of official traffic control signals, signs, and other control devices applicable to vehicles. Without limitation of the foregoing, a person operating a wheeled all-terrain vehicle upon a City street is subject to all of the rules and regulations set forth in Chapter 46.61 RCW that are applicable to the use and operation of a vehicle.

11.70.070 Prohibited Uses.

- (1) No person shall operate or ride a wheeled all-terrain vehicle in a negligent or unsafe manner, but must operate it with reasonable regard for his or her own safety and for the safety of others.
- (2) No person shall tow any trailers, devices, equipment or persons behind the wheeled all-terrain vehicle.
- (3) No person shall operate a wheeled all-terrain vehicle side-by-side in a single lane of traffic.
- (4) No person shall carry or transport any other person or passenger on a wheeled all-terrain vehicle, nor shall any other person ride on a wheeled all-terrain vehicle, unless such wheeled all-terrain vehicle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed for two persons.
- (5) No person shall transport a child under the age of five on a wheeled all-terrain vehicle.

11.70.080 Prohibited Areas.

- (1) It is unlawful to operate a wheeled all-terrain vehicle on a sidewalk.
- (2) It is unlawful to operate a wheeled all-terrain vehicle in a park, except in a designated parking lot.
- (3) It is unlawful to operate a wheeled all-terrain vehicle on any pedestrian trail, bicycle path or bridge where the operation of motorized vehicles is prohibited.
- (4) It is unlawful to operate a wheeled all-terrain vehicle on- any street with a speed limit in excess of 35 miles per hour, which include without limitation: (a) State Route 528 between mile posts 2.54 (74th Drive Northeast vicinity) and State Route 9; (b) Smokey Point Boulevard north of 136th Street Northeast; and (c) that portion 51st Avenue Northeast with a speed limit of 40 miles per hour. State Route 528 between mile posts 2.54 (74th Drive Northeast vicinity) and State Route 9, except to cross at an approximate 90-degree angle.

11.70.090 Violation - Penalty.

Any person who violates a provision of this chapter is guilty of a traffic infraction and will be punished by the imposition of a monetary penalty as authorized by RCW 46.09.490, as existing

or hereafter amended; provided, that conduct that constitutes a criminal traffic offense may be charged as such and is subject to the maximum penalties allowed for such offenses.

11.70.100 Listing on City Website.

All City streets upon which wheeled all-terrain vehicles have been approved for operation pursuant to this chapter shall be listed publicly and made accessible from the main page of the City's website.