

March 28, 2022

Marysville City Council Meeting  
7:00 p.m.

City Hall

**PUBLIC NOTICE:**

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

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

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

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

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

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

- A. Community Transit
- B. Snohomish Health District

**Audience Participation**

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

1. Approval of the February 28, 2022 City Council Meeting Minutes
2. Approval of the February 28, 2022 Board to Board City Council and Marysville School District Round Table Minutes

**Consent**

3. Approval of the February 25, 2022 Payroll in the Amount of \$1,637,084.77 Paid by EFT Transactions and Check Numbers 33832 through 33851

**Marysville City Council Meeting**  
**7:00 p.m.**

**March 28, 2022** **City Hall**

4. Approval of the March 1, 2022 Miscellaneous Payroll in the Amount of \$29,295.49 Paid by EFT Transactions and Check Numbers 33852 through 33857

5. Approval of the March 2, 2022 Claims in the Amount of \$1,189,144.51 Paid by EFT Transactions and Check Numbers 153788 through 153978 with Check Number 153524 Voided

6. Approval of the March 9, 2022 Claims in the Amount of \$1,050,024.60 Paid by EFT Transactions and Check Numbers 153979 through 154146 with Check Numbers 153360 and 153439 Voided

7. Approval of the March 10, 2022 Payroll in the Amount of \$1,594,910.66 Paid by EFT Transactions and Check Numbers 33858 through 33876

### **Review Bids**

### **Public Hearings**

### **New Business**

8. Consider Approving the Interlocal Agreement with Snohomish County for Strawberry Fields Athletic Center Improvements Not To Exceed \$1,000,000.00

9. Consider Approving the Project Acceptance for the Centennial Trail Connector Project

10. Consider Approving the Local Agency Agreement and Local Agency Federal Aid Project Prospectus with Washington State Department of Transportation for the Sunnyside Boulevard & 52<sup>nd</sup> Street NE Signalization Project

11. Consider Approving the Project Acceptance for the 2019 Citywide Highway Safety Improvements Project (HSIP)

12. Consider Approving the Professional Services Agreement between the City of Marysville and the City of Everett for Work Completed by Bridgeways

13. Consider Approving the Agreement with PNW Investors Concerning the Whiskey Ridge Sewer System

14. Consider Approving the Administrative Service Contract with Premera Blue Cross

15. Consider Approving an **Ordinance** Amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3160

**Marysville City Council Meeting****March 28, 2022****7:00 p.m.****City Hall**

16. Consider Approving an **Ordinance** Amending Marysville Municipal Code in Regard to Official Bonds

17. Consider Approving **Resolutions** for Congressional Community Program Funding Request for City of Marysville Projects

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

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

**Reconvene****Adjournment**

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

B





# Working Together for a Healthy and Thriving Marysville

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**Shawn Frederick  
Administrative Officer**

**March 2022**



# Community **DATA & TRENDS**





STRATEGIC GOAL:

**BUILD A MORE SUSTAINABLE ORGANIZATION**

# Building for the Future





STRATEGIC GOAL:

**REDUCE THE RATE OF  
COMMUNICABLE  
DISEASES AND OTHER  
NOTIFIABLE CONDITIONS**

**COUNTYWIDE  
TRENDS FOR 2021 VS. 2020**

Chlamydia ↓

Gonorrhea ↔

Hepatitis B & C ↓

HIV (new cases) ↔

Pertussis ↓

Syphilis ↑

Tuberculosis ↔

# COVID-19: Looking Ahead



FOCUSED ON PRESERVING  
HOSPITAL CAPACITY



PREPARING FOR VACCINES  
BECOMING AVAILABLE FOR  
YOUNGER CHILDREN



RECENT LIFTING OF  
MASKING REQUIREMENTS  
IN MOST SETTINGS

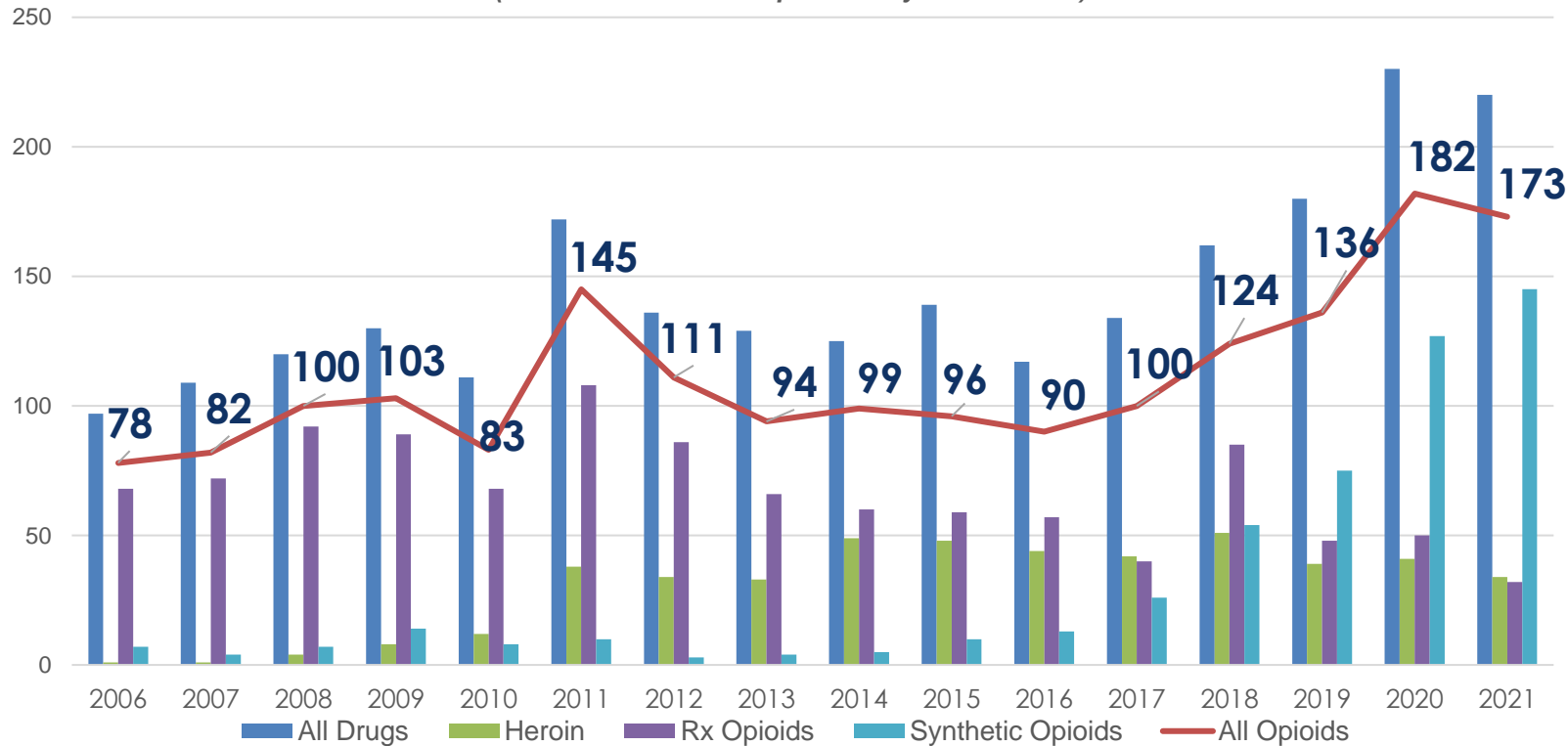
# Preventing or Reducing Chronic Disease and Injuries

## COUNTYWIDE TRENDS FOR 2021 VS. 2020

Drug Overdoses\* ↔

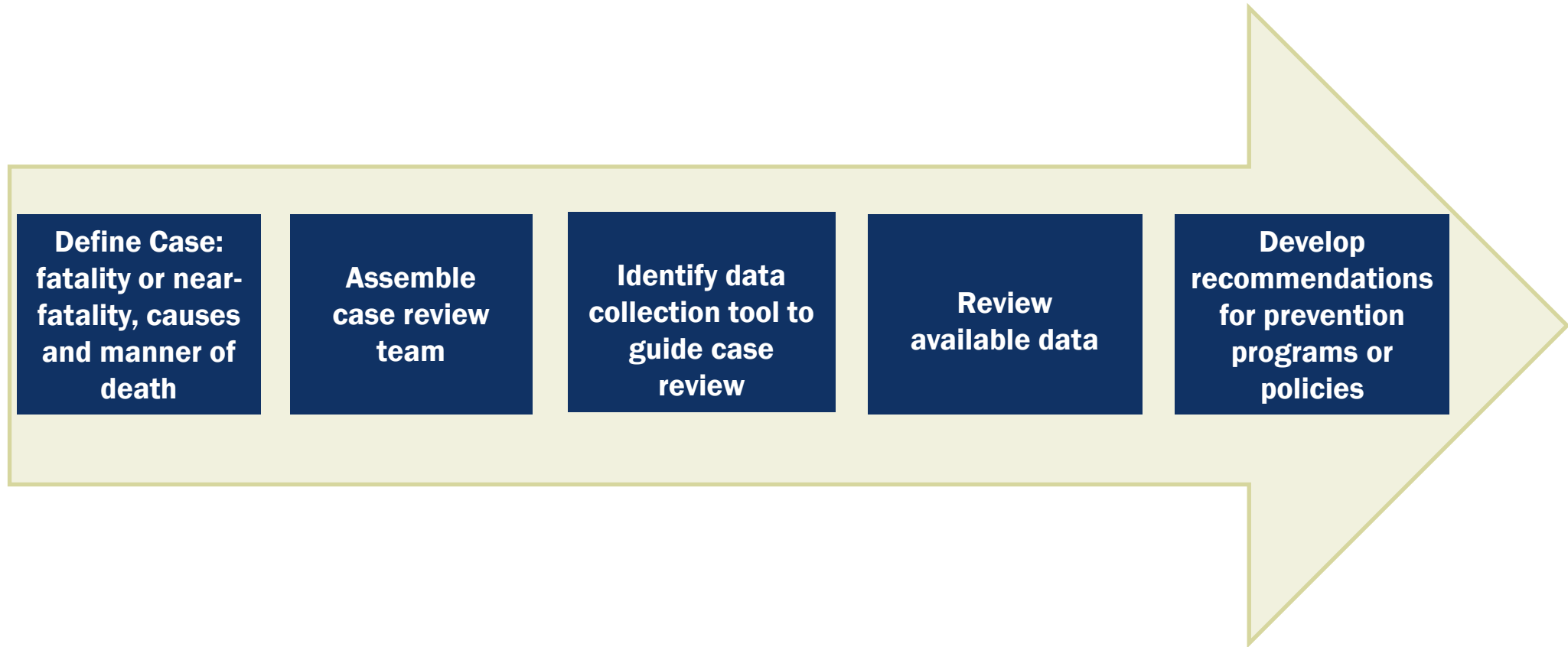
Youth Suicides ↓

Opioid-Related Deaths by Type  
Snohomish County, 2006-2021\*  
(\*2020 & 2021 data are preliminary as of 2/21/22)



Source: Washington State Department of Health

# Adult Fatality Reviews – SHB 1074





# MARYSVILLE TRENDS FOR 2021

291 Annual Food Permits

284 Food Inspections

40 Food Complaints

24 Pool Inspections

28 Solid Waste Complaints

5 Sewage Complaints

STRATEGIC GOAL:

**PROVIDE HIGH-QUALITY  
ENVIRONMENTAL HEALTH SERVICES**

# Environmental Health

- ✓ New resources coming online due to new state funds
- ✓ Working on an initiative to digitize our paper records
- ✓ Food Safety code revision took effect March 1<sup>st</sup>
- ✓ School safety inspections in progress
- ✓ Solid waste complaints on nuisance
- ✓ Front counter is fully open



## **OUTREACH & EDUCATION ACTIVITIES – 2021**

**330 Families Provided w/ Access  
to Baby & Child Dentistry Info**

**600+ Child Care Consultations**

**1,192 Children w/ Special Health  
Care Needs Services Performed**

**3,635 STARS Courses Completed**

**3,891 People & Providers  
Reached w/ Oral Health  
Outreach**

STRATEGIC GOAL:

**IMPROVE MATERNAL,  
CHILD & FAMILY  
HEALTH OUTCOMES**





STRATEGIC GOAL:

**ADDRESS ONGOING, CRITICAL  
PUBLIC HEALTH ISSUES**



# Updating the Community Health Assessment

**Snohomish County, WA COMMUNITY HEALTH ASSESSMENT 2018**  
Published December 2019

### Executive Summary

The Snohomish Health District is pleased to share the 2018 Community Health Assessment for Snohomish County. District staff and community partners analyzed more than 150 health indicators to identify the top priorities for the county. The data task force included members of the Snohomish County Public Health Advisory Council and other subject matter experts. The goal of this report is to share the results of that analysis.

Since 1959, the District has been responsible for the health of the people of Snohomish County. The District conducted a community health assessment (CHA) every five years since 2009. The CHA is a key document used to inform more in-depth analysis of the top issues. The work culminates in a community health improvement plan (CHIP) for addressing the county's biggest health concerns. The hope is that this assessment will assist civic leaders, community members, and non-profit organizations in their health improvement planning, as well.

### Significant Community Needs

Epidemiologists collected data on community health indicators through qualitative and quantitative means. This data relies on hard numbers, while qualitative data includes richer descriptive information that can't always be expressed with a number. When possible, county data was compared to state and national figures, as well as previous years and Healthy People 2020 goals. These comparisons help ascertain the current status of indicators in the county and whether the indicators are trending in a positive or negative direction.

Based on this data on these indicators were presented to the data task force. The group worked to whittle the list down to eight that members felt should be examined more closely. These eight were: suicide; opioid misuse; children's oral health; housing; access to primary care; youth obesity; and health care access to the American Indian/Alaska Native population. Three community events, called data walks, were held in 2018. Participants examined and shared observations on these eight topics. Participants then ranked the topics in order of importance. The rankings are shown below.

Indicator	Lynnwood walk	Monroe walk	Total ranking
Health care access	Suicide	Youth mental health	Youth mental health
Youth mental health	Suicide	Suicide	Suicide
Opioid misuse	American Indian/Alaska Native disparities	Opioid misuse	Opioid misuse
American Indian/Alaska Native disparities	Opioid misuse	Housing	Housing
Housing	Housing	American Indian/Alaska Native disparities	American Indian/Alaska Native disparities
Health care access	Health care access	Youth obesity	Youth obesity
Youth obesity	Youth obesity	Health care access	Health care access
Children's oral health	Children's oral health	Children's oral health	Children's oral health

### Appendix B: Data Tables (cont.)

Indicator	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	Source
Smoking during pregnancy	6.6%	7.1%	6.9%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	HP 2020 6.6% (baseline from smoking)
TEC e coli rate (per 1000)	11.1%	13.3%	12.6%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 Washington State Center for Health Statistics; 2017 National VMI Statistics Report
Substance use (per 100)	4.2	5.7	2.2	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2013-2017 American Community Survey 5-year
Substance use (per 100)	177.2	158.7	n/a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2013-2017 American Community Survey 5-year; 2017 Washington State Communicable Disease Epidemiology Office 2016 CDC Notifiable Diseases
Substance use (per 100)	53.0	44.9	n/a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 Washington State Center for Health Statistics
Substance use (per 100)	18.1	16.2	14.0	n/a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 Washington State Center for Health Statistics
Substance use (per 100)	9.8%	21.9	n/a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	HP 2020 10.2
Substance use (per 100)	7.6%	4.0%	4.4%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 Washington State Center for Health Statistics; 2017 CDC Wonder
Substance use (per 100)	2.5%	8.7%	12.1%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2017 Washington State Center for Health Statistics
Substance use (per 100)	6.0%	2.6%	5.3%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 Washington State Labor Market and Performance Analysis; U.S. Bureau of Labor & Statistics
Substance use (per 100)	1%	8.9%	12.2%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	HP 2020 10%
Substance use (per 100)	9.5%	n/a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2017 U.S. Census Bureau
Substance use (per 100)	11.0%	n/a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2013-2017 American Community Survey 5-year
Substance use (per 100)	19.5%	n/a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 HYS
Substance use (per 100)	26.6%	n/a	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 HYS
Substance use (per 100)	1.5%	27.0%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 HYS
Substance use (per 100)	1%	11.4%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 HYS
Substance use (per 100)	4.50%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 HYS; 2017 YRBS
Substance use (per 100)	18.7%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 HYS; 2017 YRBS
Substance use (per 100)	1.8%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	HP 2020 6% (ages 12-17); 2018 HYS; 2017 YRBS
Substance use (per 100)	1.8%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2018 HYS; 2017 YRBS
Substance use (per 100)	1.8%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	HP 2020 16% (ages 6-12); 2018 HYS; 2017 YRBS
Substance use (per 100)	1.8%	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	HP 2020 48%; 2018 HYS; 2017 YRBS

# Ways to Get **INVOLVED**

# Introducing the ABCs for Healthy Kids Campaign

## ABCs FOR HEALTHY KIDS

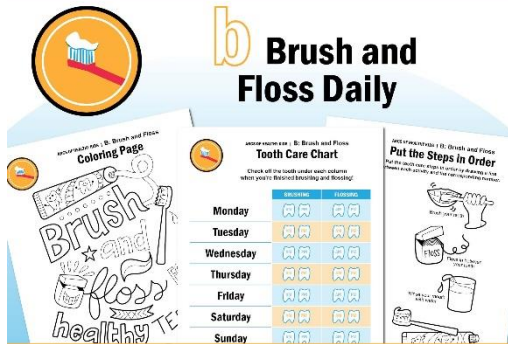


SNOHOMISH  
HEALTH DISTRICT  
WWW.SNOHD.ORG

## ABCs FOR HEALTHY KIDS



SNOHOMISH  
HEALTH DISTRICT  
WWW.SNOHD.ORG



DOWNLOAD ACTIVITIES AT  
[www.snohd.org/activities](http://www.snohd.org/activities)

DATE		TOPIC
Jan 3	A	Annual Well Child Checks
Jan 17	B	Brush & Floss Daily
Jan 31	C	Covid & Flu Vaccines
Feb 14	D	Drink More Water
Feb 28	E	Eat Fruits and Vegetables
Mar 14	F	Focus on Physical & Mental Health
Mar 28	G	Get Babies to Sleep Safely
Apr 11	H	Have a Plan
Apr 25	I	Inspect Living Spaces
May 9	J	Just Breathe
May 23	K	Keep Things Locked Up
Jun 6	L	Learn to Swim
Jun 20	M	Move Your Body

DATE		TOPIC
Jul 4	N	No Sunburns Allowed
Jul 18	O	Open to New Things
Aug 1	P	Prepare for Takeoff
Aug 15	Q	Questions are Healthy
Aug 29	R	Ready for School
Sep 12	S	Social Media Smart
Sep 26	T	Tough Conversations
Oct 10	U	Under Pressure
Oct 24	V	Vaccinate
Nov 7	W	Wash Your Hands
Nov 21	X	X-Ray Vision
Dec 5	Y	You Are Important
Dec 20	Z	Zzzzz - Healthy Sleep Habits

# Thank you

## contact information

For more info, please contact:

**Shawn Frederick, MBA**

**Administrative Officer**

425.339.8687

SFrederick@snohd.org



# *Index #1*

City Council



1049 State Avenue  
Marysville, WA 98270

**Regular Meeting  
February 28, 2022**

**Call to Order**

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

**Invocation**

Chaplain Dennis Niva gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led the group in the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Assistant Police Chief Lawless, City Attorney Jon Walker, Parks Director Tara Mizell, Communications Manager Connie Mennie, Engineering and Transportation Director Jeff Laycock, Systems Analyst Mike Davis, IS Director Worth Norton, Deputy City Clerk Genevieve Geddis

**Absent:** Councilmember Michael Stevens, Councilmember Mark James

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

**AYES: ALL**

## Approval of the Agenda

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

**AYES: ALL**

## Presentations

### A. Marysville Strawberry Festival Royalty

Mayor Nehring welcomed the Marysville Strawberry Festival Royalty who made presentations to the Council on the problem of homelessness.

### B. Chaplain's Retirement Presentation

Chief Scairpon introduced Chaplain Dennis Niva who has served the community as Police Chaplain since 1985 and expressed appreciation for his 37 years of service. He presented him with a proclamation of recognition and some mementos.

## Audience Participation

None.

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

### 1. Approval of the January 24, 2022 City Council Meeting Minutes

**Motion** to approve the January 24, 2022 City Council Meeting Minutes moved by Councilmember King seconded by Council President Norton.

**AYES: ALL**

## Consent

2. Approval of the February 2, 2022 Claims in the Amount of \$1,220,963.11 Paid by EFT Transactions and Check Numbers 153075 through 153277
3. Approval of the February 9, 2022 Claims in the Amount of \$3,485,099.43 Paid by EFT Transactions and Check Numbers 153278 through 153496 with Check Number 153113 Voided
4. Approval of the February 16, 2022 Claims in the Amount of \$637,269.95 Paid by EFT Transactions and Check Numbers 153497 through 153650 with Check Numbers 152219, 152946, and 153321 Voided.

**Motion** to approve Consent Agenda items 2, 3, and 4 moved by Council President Norton seconded by Councilmember Richards.

**AYES: ALL**

## Review Bids

## Public Hearings

## New Business

5. Consider Approving the SEEK Fund Grant Agreement with the Association of Washington Cities in the Amount of \$12,000.00

Director Mizell reviewed this grant agreement for the summer day camp program. This will allow the group to take field trips all summer long and be reimbursed through AWC.

**Motion** to authorize the Mayor to sign the SEEK Fund Grant Agreement with the Association of Washington Cities in the Amount of \$12,000.00 moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

6. Consider Approving the Community Development Block Grant (CDBG) Program Year 2022 Annual Action Plan

Director Miller reviewed the CDBG Program Year 2022 Annual Action Plan which is a requirement of HUD. Councilmember King commented that the CDBG Committee met last week for a final review after the public input. He thanked staff for their work on this.

**Motion** to authorize the Mayor to sign and execute the Community Development Block Grant (CDBG) Program Year 2022 Annual Action Plan moved by Councilmember Muller seconded by Council President Norton.

**AYES: ALL**

7. Consider Approving the Professional Services Agreement with RH2 Engineering, Inc. for Design of the Whiskey Ridge Sewer Lift Station and Force Main in the Amount of \$388,693.00

Director Laycock reviewed this agreement with RH2 Engineering for design of the Whiskey Ridge Sewer Lift Station. A development agreement is expected to be coming to Council soon.

**Motion** to authorize the Mayor to sign and execute the Professional Services Agreement with RH2 Engineering, Inc. for Design of the Whiskey Ridge Sewer Lift Station and Force Main in the Amount of \$388,693.00 moved by Council President Norton seconded by Councilmember King.

**AYES: ALL**

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

Chief Scairpon referred to information in the packet in response to questions from the previous meeting about collisions in Washington State related to ATVs. He summarized that there is very limited data out there specifically that addresses WATVs. Assistant Chief Lawless reviewed the agricultural aspect of the vehicles.

Council President Norton asked if police have any concerns about being able to enforce the street legal aspect of these vehicles. Chief Scairpon replied that they do not. If this ordinance passes, they intend to work with the Legal Department to educate the public about what this ordinance is and is not. As this ordinance is proposed it would be very easy for police to determine whether or not the vehicle is compliant with the law.

Councilmember Richards commented he has only seen comments from people who are opposed to these. He asked if the City has had people request that these be allowed. Council President Norton stated she has been contacted by several individuals which is what precipitated this. She referred to the negative comments they have seen and commented that people see the "ATV" and instantly think of a four-wheeler or a quad which is not what is being proposed. She understands why people wouldn't want those on the roads. She thinks there is a level of education that needs to happen.

Councilmember Muller commented that this ordinance asks people to elevate these vehicles to a whole different level. He doesn't think there will be a big rush by owners to do this because of the cost. He thinks there are other vehicles on the road that are less safe than these. If people are willing to upgrade their vehicles to make them legal he thinks they should be allowed to do so.

Councilmember King said he heard from citizens that they are either in favor of these or indifferent. He asked if there would be any issues with insurance companies providing insurance. Chief Scairpon replied that insurance coverage would be required by the ordinance, but he hasn't heard any comments from insurance companies.

Councilmember Vaughan stated that he had looked into it, and insurance companies do offer policies to cover these on city streets. He reiterated some of his concerns. He thinks it is important to point out that the manufacturers of these vehicles do not recommend their use on city streets or highways. They are not tested for highway safety. The association of manufacturers says that permitting street use of these vehicles, including modified vehicles, would be in conflict with their intentions of proper use and would be contrary to federal safety requirements. He cautioned the Council against passing this ordinance and stated he would not be supporting it.

Council President Norton commented that other vehicles on the road, such as motorcycles, are less safe than these. She thinks the risk is assumed by the drivers, and they are not presenting a risk to others on the road. If that is a risk the vehicle owners are willing to take, she is comfortable allowing it. She also pointed out that these are only permitted on low-speed roads.

Councilmember Muller asked about amending the ordinance to have just a one-year trial. City Attorney Walker replied that Council could direct the City Attorney to draft an additional section that would sunset the law one year after its effective date.

**Motion** to allow audience participation moved by Councilmember Richards, seconded by Councilmember Vaughan.

**AYES: ALL**

Tony Parker, 8920 45th Drive NE, Marysville, spoke in support of the ordinance. He clarified he has already paid for on-road tabs through the dealership. The dealership certified his vehicle to be street legal with a horn, turn signals, hazards, DOT-approved windshield, roll bar, four-point harness, fire extinguisher, and full insurance. His partner commented that they take pride in their vehicles and work hard on them. They are all street legal and are committed to following the rules. She requested help in educating the community about these vehicles.

Clint Puzo, 607 Columbia Avenue, Marysville, stated he has a side-by-side Honda Talon 2019 and is fully insured. He has been off-roading since he was little and has never seen anybody severely injured in a side-by-side, even in the sand dunes in Oregon. He commented that a lot of the vehicles have a speed limiter so they can't go very fast without modifications. He has known people killed on motorcycles and bicycles, but those are still allowed on the streets. He commented that these vehicles are expensive so people are responsible with them. He has never witnessed anyone driving them recklessly. He believes they are very safe and the City should give them a try.

Joe Bartlett, 6509 82nd Street NE, Marysville, also spoke in support of this ordinance. He owns a vehicle which is already street legal, licensed and fully insured. He has participated in many events and has never seen any accidents or other issues.

**Motion** to approve Ordinance 3209 Addressing Wheeled All-Terrain Vehicles (WATVS) Operating on City Streets with direction to the City Attorney to provide language for a one-year sunset provision moved by Councilmember Muller seconded by Councilmember Richards.

**VOTE: Motion carried 4 - 1**

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

NOES: Councilmember Vaughan

## Legal

### Mayor's Business

9. Marysville Civil Service Commission Reappointment: Toni Kief

**Motion** to approve the reappointment of Toni Kief to the Marysville Civil Service Commission moved by Councilmember King seconded by Councilmember Richards.

**AYES: ALL**

10. Marysville Parks, Culture, and Recreation Advisory Board Reappointments:  
Brooke Hougan and Sharon Kanehen

**Motion** to approve the reappointment of Brooke Hougan to the Marysville Parks, Culture, and Recreation Advisory Board moved by Council President Norton seconded by Councilmember Muller.

**AYES: ALL**

**Motion** to approve the reappointment of Sharon Kanehen to the Marysville Parks, Culture, and Recreation Advisory Board moved by Councilmember Richards seconded by Council President Norton.

**AYES: ALL**

Other Business:

Mayor Nehring stated he had the opportunity to speak last week to the Light of Hope, Ukrainian church in Marysville and expressed support for the Ukrainian-Americans in the community.

He also reported that the transportation package in Olympia continues to move forward with the backfill money for the I-5 lane and the interchange off onto 529. It includes \$5 million for the Grove Street overcrossing and about \$500,000 in design money for the 156th Overcrossing.

### **Staff Business**

Chief Scairpon reported on some favorable police legislation that recently passed. He also reported on several cold water plunges he and other law enforcement professionals did to support Special Olympics recently. He thanked everyone for their support and for helping to raise awareness about Special Olympics.

Director Mizell reported that the Treat Yourself Expo last weekend was very successful. She noted that the boat launch fee issue would be going to the Parks Board in March. The golf report for last week is done and will be sent out to Council this week. She reported that an option to report an issue in a park or a trail will be live on the website in the morning.

Director Miller reported that the recently-adopted Accessory Dwelling Unit code has been very popular. She noted that staff encountered an issue with an applicant last week regarding a mother-in-law suite that met all of the requirements except the additional parking stall requirement because of the shape of the lot. This prevented the applicant from providing a mother-in-law suite for their grandmother. She had let the homeowner know she would bring it up to Council.

Director Laycock thanked Mayor Nehring for highlighting the transportation package. There are a lot of great projects included in that. He reported that the unveiling of Comeford Water Tower was a great event. He reminded the Council of the upcoming Public Works Committee meeting on Friday.

City Attorney Walker stated the need for an Executive Session to address four items regarding pending litigation, with action expected on one, and one item considering the price of sale of real estate with no action expected. The expected length was 15 minutes.

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

Councilmember Vaughan expressed appreciation for the way the water tower turned out. He thanked the Council for supporting the funding for this project.

Councilmember King thanked the Strawberry Festival Royalty candidates. The first parade is in April in Tacoma. He thanked Chaplain Niva for all his years of service. Last week the Snohomish County Technical Advisory Committee met and reviewed applications for Community Development Grant funds for cities that are smaller than Marysville.

Councilmember Richards reported on the Affordable Housing Committee which met last week. Snohomish County Tomorrow met later that same day, reviewed current events, and discussed funding opportunities for the Gold Line.

Councilmember Muller agreed that the water tower and all the improvements in that area look great. The water tower really stands out in a positive way from the freeway. He expressed appreciation for Dennis Niva and the great work he has done in the community over the years.

Council President Norton also expressed appreciation for the great work that Dennis Niva has done over the years and the great work all the chaplains in the community do. She also likes the way the water tower looks.

### **Adjournment/Recess**

Council recessed at 8:36 p.m.

### **Executive Session**

Executive Session started at 8:40 p.m. and was expected to last 15 minutes to address four items related to pending litigation with action expected on one and one item related to real estate with no action expected.

- A. Litigation - four items
- B. Personnel



C. Real Estate - one item

**Reconvene**

The meeting reconvened at 8:55 p.m.

**Motion** to authorize the filing of appropriate counterclaims and adding necessary parties in *Nelson v. Marysville* moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

**Adjournment**

**Motion** to adjourn the meeting moved by Councilmember Richards seconded by Council President Norton.

**AYES: ALL**

The meeting adjourned at 8:55 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Mayor  
Jon Nehring

# *Index #2*

City Council



1049 State Avenue  
Marysville, WA 98270

**February 28, 2022**

### **Call to Order**

Mayor Nehring called the meeting to order at 5:30 p.m. and expressed appreciation to the Marysville School District and the Marysville School Board for initiating these meetings.

### **Introductions/Roll Call**

#### Marysville School District/Board:

Keira Atchley, District 3 Director, Marysville School Board  
Chris Pearson, Interim Superintendent, Marysville School District  
Wade Rinehardt, Vice President, Board of Directors, District 4 Director  
Paul Galovin, President, District 2 Director, Marysville School Board  
Connor Krebbs, District 1 Director, Marysville School Board  
Dave Krem, Executive Director of Finance, Marysville School District  
Eneille Nelson, Executive Director of Equity and Family Engagement  
Trish Campbell, Executive Director of Special Education  
Marcus Pimpleton, Executive Director of Secondary Schools

#### City Council:

Jon Nehring, Mayor, City of Marysville  
Tom King, Marysville City Councilmember  
Kelly Richards, Marysville City Councilmember  
Kamille Norton, Marysville City Council President  
Steve Muller, Marysville City Councilmember

### **Discussion on Student Learning and Achievement**

Mayor Nehring relayed comments he has heard from the public regarding a desire to increase student test scores and graduation rates. He hopes that when people look online at the district numbers for Marysville it will be an asset and encourage people to want to live here. He believes if this issue is fixed the levies will take care of themselves.

Board President Galovin agreed this is a conversation that needs to be had. He commented the District is in the process of looking for a new superintendent who can address the many unique challenges that Marysville has.

Interim Supt. Pearson expressed appreciation for and introduced the District's leadership team. He explained they are all new, and the District is in the process of retelling the Marysville story at the district level. They have a focus on academic programs, instructional quality, family engagement, and equitable access for all students. He commented that the graduation rate has actually increased 7% over COVID. Additionally, while many districts have been losing students over that period, Marysville is not. Regarding Smarter Balance Assessment scores, they are starting over. He noted that across the country only one-third of students met the standards of state assessments. The District is highly focused on supporting students' social-emotional learning and mental health in order to improve their academic learning. He also commented on disproportionality. He noted that on any of the test scores, the white kids do pretty well. The District is also focused on meeting the needs of students who historically have not been met.

Councilmember Richards asked about differences in families' expectations about graduation. Interim Supt. Pearson explained the expectations are the same but there are complicating factors such as generational trauma. He commented on the changes in racial makeup of the District over the past few decades.

Councilmember King asked if the families are engaged in the community. Interim Supt. Pearson explained that community engagement has shifted, but families are generally engaged in essential activities such as parent-teacher conferences.

Mayor Nehring asked how the District is preparing students for life beyond school. He also noted he has heard a concern from some parents that students who travel on to college from Marysville struggle in math and science. Interim Supt. Pearson responded that what has traditionally been true in Marysville and elsewhere is that students might need to take a remedial math class to get up to speed in college. He wasn't sure what the statistics are for Marysville but offered to find out. Regarding preparing students for life he replied that there is a movement in schools toward more mastery-based credit earning via things like projects, internships, certifications, etc. Marysville is set up well for this with its Core Plus programs. They are also adding a maritime program for next year. The District is very excited about reconceptualizing what high school looks like for kids so that students are more engaged.

Councilmember Richards expressed concern about the kids' social-emotional needs and asked about plans to support them. Supt. Pearson explained that the District is way underfunded for counselors. The State is working on giving the schools more money for counselors, nurses, and school psychologists; however, even with that the schools will rely partially on local dollars to make sure there are enough counselors and mental health advocates to help students.

## **Discussion on City Actions to Support District Success**

Mayor Nehring asked how the District envisions that the City might be able to support them. He emphasized that the City has no governing authority over the School District, but they do have a massive interest in the success of the School District like everyone else in the community.

Board President Galovin commented that there is engagement in the schools, but not enough. The more opportunities to have healthy conversations around how to get to solutions the better.

Interim Superintendent Pearson spoke to the importance of good communication. He encouraged establishing good lines of communications between the City and the School District regarding issues, concerns, and opportunities.

## **School District's Invitation to be an Ambassador for the District / Discussion on School District Levy Plans**

Interim Supt. Pearson made a presentation inviting the Council to support the District's community round tables that will be coming up over the next month. Survey responses following the levy failures were reviewed. Significant themes they heard most were around fiscal responsibility, District performance, transparency and trust. The Board adopted two resolutions this week to address these issues. One would reduce levy amounts to address community concerns. There needs to be a different strategy around informational campaigning to address the issue of transparency and trust. Finally, they need to do a better job of highlighting the good work the District does. The District plans to host about ten community round tables with key communicators for the District to take questions, respond to questions, and solicit more feedback. They will also be doing school tours before every board meeting. He reviewed information about levy plans and expenditures. They are also reducing the capital projects and focusing on technology.

Councilmember King asked if the District had ever considered surplusizing the frontage of Totem Middle School on State Avenue between 7<sup>th</sup> and 8<sup>th</sup> for commercial uses. Interim Supt. Pearson was not sure, but indicated they could look into it.

Council President Norton noted that levy rates can be very confusing. She asked for a comparison of what the average home in Marysville is paying now and what they would be paying if the levies passed. Interim Supt. Pearson explained they haven't made a slide for that yet, but they will do that for the round tables. Mayor Nehring agreed this would be very helpful and would help with the transparency issue. He also recommended explaining the financial impacts of the McCleary decision better to the community. Interim Supt. Pearson generally reviewed this and how the costs of running a school have increased. He discussed the impacts of potentially having another levy failure.

Councilmember Richards spoke in support of supporting band in addition to sports. Interim Supt. Pearson concurred and indicated they want to support students in whatever ways possible.

Councilmember Muller was disappointed that the District reduced the levy amount and asked if they might be sending the wrong message by saying they didn't really need the whole amount they asked for the first time. Board members acknowledged they could have done more the first time around, but there was also an acknowledgement that if the levy doesn't pass the second time, a lot of Marysville School District will suffer. Interim Supt. Pearson commented that based on voter feedback they know that taxes weren't the biggest issue, but they were a concern. The District tried to find a way to address that concern without making significant cuts. Councilmember Muller asked what would be different the second time. Board President Galovin commented that they intend to increase participation by hosting round tables at local schools. Additionally, the Board meetings will be at schools where they can highlight the information. He stressed that they need partners to be ambassadors in communication efforts.

Mayor Nehring suggested that, in addition to these things, the School District might want to consider communicating a new vision because that is what people are looking for. People want to know what the District is going to look like under this new leadership. He also wondered if they should give themselves more time to develop and communicate that vision instead of going right back out in April. Interim Supt. Pearson commented on the financial implications of this and explained that the District needs to know by May what their budget is for staffing purposes.

### **Discussion on meeting schedule**

Mayor Nehring asked the group to consider how often they want to meet or if they want to combine their discussions with the Government Affairs Committee.

Council President Norton expressed appreciation for the opportunity to meet together and stated she is looking forward to more productive conversations to help all kids excel.

Councilmember King said he is looking forward to school meetings and tours.

### **Adjournment**

The meeting was adjourned at 6:27 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Mayor Jon Nehring

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 14<sup>28</sup>, 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 25, 2022 payroll in the amount \$1,637,084.77, paid by EFT Transactions and Check No. 33832 through 33851.

**COUNCIL ACTION:**




# *Index #4*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March <sup>28</sup> 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 March 1, 2022 Misc. payroll in the amount \$29,295.49, paid by EFT Transactions and Check No. 33852 through 33857.

## COUNCIL ACTION:

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: MARCH 28, 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 March 2, 2022 claims in the amount of \$1,189,144.51 paid by EFT transactions and Check No.'s 153788 through 153978, with check number 153524 voided.**

**COUNCIL ACTION:**

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/2/2022 TO 3/2/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153788	BENEFIT COORDINATORS	MARCH 2022 PREMIUMS	MEDICAL CLAIMS	157,287.03
153789	*AL'S TRUCK*	PLUMBING SUPPLIES	WATER DIST MAINS	886.17
153790	911 SUPPLY INC.	CREDIT MEMO - BLAKE	POLICE PATROL	-131.14
	911 SUPPLY INC.	UNIFORM - EHR	POLICE PATROL	23.96
	911 SUPPLY INC.	UNIFORM - BOGGS	POLICE PATROL	75.42
	911 SUPPLY INC.	UNIFORM - LEE	DETENTION & CORRECTION	127.28
	911 SUPPLY INC.	UNIFORM - BOGGS	POLICE PATROL	146.45
	911 SUPPLY INC.	UNIFORM - WARD	POLICE PATROL	192.62
	911 SUPPLY INC.	UNIFORM - MOSALSKY	COMMUNITY SERVICES UNIT	265.60
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	693.97
	911 SUPPLY INC.	UNIFORM - LEE, DARRYL	DETENTION & CORRECTION	766.10
153791	ABOUD, MOUSSA	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.61
153792	ALEXANDER, PAMELA		NON-DEPARTMENTAL	65.51
153793	ALLIED 100, LLC	10 AED'S	GENERAL FUND	-888.15
	ALLIED 100, LLC		POLICE PATROL	10,438.15
153794	AMAZON CAPITAL	EXTERNAL SCREENS	UTILITY BILLING	0.01
	AMAZON CAPITAL	OFFICE SUPPLIES	ENGR-GENL	23.25
	AMAZON CAPITAL		SOLID WASTE OPERATIONS	32.78
	AMAZON CAPITAL	SERVER RAILS	COMPUTER SERVICES	39.99
	AMAZON CAPITAL	OFFICE SUPPLIES	WATER QUAL TREATMENT	50.08
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	54.64
	AMAZON CAPITAL	SERVER RAILS	COMPUTER SERVICES	79.98
	AMAZON CAPITAL	WELLNESS COMMITTEE SURVEY PRIZES	MEDICAL CLAIMS	92.70
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	97.15
	AMAZON CAPITAL	CHAIRS	COMPUTER SERVICES	502.77
	AMAZON CAPITAL	AED REPLACEMENT BATTERIES	EXECUTIVE ADMIN	810.40
153795	APS, INC.	POSTAGE MACHINE RENTAL	CITY CLERK	23.68
	APS, INC.		EXECUTIVE ADMIN	23.68
	APS, INC.		FINANCE-GENL	23.68
	APS, INC.		PERSONNEL ADMINISTRATION	23.68
	APS, INC.		UTILITY BILLING	23.68
	APS, INC.		LEGAL - PROSECUTION	23.68
	APS, INC.		POLICE ADMINISTRATION	39.07
	APS, INC.		POLICE INVESTIGATION	39.08
	APS, INC.		POLICE PATROL	39.08
	APS, INC.		OFFICE OPERATIONS	39.08
	APS, INC.		DETENTION & CORRECTION	39.08
	APS, INC.		COMMUNITY	48.18
	APS, INC.		ENGR-GENL	48.18
	APS, INC.		UTIL ADMIN	48.18
153796	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.02
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	159.36
	ARAMARK UNIFORM		OPERA HOUSE	159.36
	ARAMARK UNIFORM		OPERA HOUSE	210.30
153797	AVEY, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	20.41
153798	BANK OF AMERICA	UNIFORMS/SUPPLIES	POLICE INVESTIGATION	42.00
	BANK OF AMERICA		POLICE PATROL	73.28
	BANK OF AMERICA		COMMUNITY SERVICES UNIT	262.30
153799	BARAJAS, RAMON ANTON	UB REFUND	GARBAGE	234.79
153800	BARK KING	PLAYGROUND CHIPS	PARK & RECREATION FAC	2,606.81
153801	BARKER, ROCHELLE	REAL ESTATE EXCISE TAX	GMA - STREET	30.00
153802	BARRON HEATING	ELECTRICAL PERMIT FEE REFUND	COMMUNITY DEVELOPMENT	75.00
153803	BENHAM, EDWINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.05
153804	BENNETT, GLADYS		NON-DEPARTMENTAL	52.82
153805	BICKFORD FORD	VALVE ASY #P172	EQUIPMENT RENTAL	45.81
	BICKFORD FORD	VALVE ASY - INVENTORY	ER&R	183.23
	BICKFORD FORD	2021 FORD TRANSIT #1021	EQUIPMENT RENTAL	53,814.16

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/2/2022 TO 3/2/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153806	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,906.00
153807	BOTESCH, NASH & HALL	PAYMENT #10	CAPITAL EXPENDITURES	32,724.00
153808	C M HEATING	REFUND MECHANICAL PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
	C M HEATING		NON-BUS LICENSES AND	90.00
	C M HEATING	ELECTRICAL PERMIT FEE REFUND	COMMUNITY DEVELOPMENT	125.00
	C M HEATING	REFUND MECHANICAL PERMIT FEE	COMMUNITY DEVELOPMENT	125.00
	C M HEATING	MECHANICAL PERMIT FEE REFUND	NON-BUS LICENSES AND	6,264.00
153809	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	2,091.10
153810	CASCADE SEPTIC, LLC	PORTABLE RESTROOM CLEANING	WATER RESERVOIRS	327.00
153811	CASTEEL, DEBORAH	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.53
153812	CENTRAL WELDING SUPP	MAG CHARGER FLASHLIGHT	ER&R	1,573.92
153813	CHAMPION BOLT	ITEMS FOR #V011	EQUIPMENT RENTAL	42.78
153814	CML SECURITY, LLC	USB CARD READER/IMPORT TOOL	CITY FACILITIES	-116.82
	CML SECURITY, LLC		CAPITAL EXPENDITURES	1,372.98
153815	COASTAL FARM & HOME	FUNNELS	ROADSIDE VEGETATION	16.36
	COASTAL FARM & HOME	UNIFORM - SCOTT	SOLID WASTE OPERATIONS	69.93
	COASTAL FARM & HOME	UNIFORM - BARTLETT	GENERAL	83.05
	COASTAL FARM & HOME	UNIFORM - HUDON	GENERAL	131.13
	COASTAL FARM & HOME	UNIFORM - LANCE	UTIL ADMIN	192.36
	COASTAL FARM & HOME	UNIFORM - GIEBEL	UTIL ADMIN	200.00
	COASTAL FARM & HOME	UNIFORM - BROWN	GENERAL	354.86
	COASTAL FARM & HOME	UNIFORM - SLENKER	UTIL ADMIN	379.46
153816	COLLINSON, GLENN L.	UTILITY TAX REBATE	NON-DEPARTMENTAL	97.78
153817	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	329.31
153818	COPIERS NORTHWEST	CANON PRINTER/COPIER	PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		PROBATION	95.63
	COPIERS NORTHWEST		GENERAL	109.53
	COPIERS NORTHWEST		UTILITY BILLING	126.51
	COPIERS NORTHWEST		CITY CLERK	141.11
	COPIERS NORTHWEST		FINANCE-GENL	141.11
	COPIERS NORTHWEST		LEGAL - PROSECUTION	145.45
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	159.51
	COPIERS NORTHWEST		EXECUTIVE ADMIN	184.39
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.67
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE INVESTIGATION	265.77
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	313.35
	COPIERS NORTHWEST		PARK & RECREATION FAC	344.17
	COPIERS NORTHWEST		UTIL ADMIN	387.05
	COPIERS NORTHWEST		COMMUNITY	472.09
	COPIERS NORTHWEST		OFFICE OPERATIONS	751.66
153819	CORBIN, ANNE	UTILITY TAX REBATE	UTIL ADMIN	44.15
	CORBIN, ANNE		NON-DEPARTMENTAL	62.73
	CORBIN, ANNE		UTIL ADMIN	209.36
153820	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	759.50
153821	COSTLESS SENIOR SRVC	INMATE MEDICATION	DETENTION & CORRECTION	102.82
153822	COTTERILL, CRAIG	UB REFUND	WATER/SEWER OPERATION	249.13
153823	COUNTRY GREEN TURF	CREDIT FOR PALLETS	PARK & RECREATION FAC	-50.00
	COUNTRY GREEN TURF	SOD & PALLET	PARK & RECREATION FAC	119.35
	COUNTRY GREEN TURF		PARK & RECREATION FAC	142.94
153824	COURTNEY, MARY	REIMBURSEMENT CLAIM OF DAMAGES	RISK MANAGEMENT	562.03
153825	CROWLEY, MARGIL	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.53
153826	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	179.14
153827	CUMMINS NORTHWEST	THERMOSTAT SEAL, O-RING, GASKET #J042	EQUIPMENT RENTAL	83.47
	CUMMINS NORTHWEST	THERMOSTAT #J042	EQUIPMENT RENTAL	86.24
153828	DAWSON, MAXINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	64.12

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/2/2022 TO 3/2/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153829	DEKRA-LITE	BANNERS/WINDBREAKER SET	PLANNING & COMMUNITY DEV	8,763.67
153830	DELL	SERVER RAILS	IS REPLACEMENT ACCOUNTS	94.37
	DELL	MONITORS	IS REPLACEMENT ACCOUNTS	1,433.10
	DELL		DETENTION & CORRECTION	2,214.76
153831	DEXTER, SARA ANN	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.29
	DEXTER, SARA ANN		UTIL ADMIN	44.15
	DEXTER, SARA ANN		UTIL ADMIN	209.36
153832	DICKS TOWING	TOWING 22-396	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-5448	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-5622	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-5814	POLICE PATROL	77.47
	DICKS TOWING	TOWING #J067	EQUIPMENT RENTAL	504.28
	DICKS TOWING	TOWING #H002	EQUIPMENT RENTAL	840.46
153833	DIGITAL DOLPHIN SUPP	TONER	POLICE ADMINISTRATION	218.49
153834	DOBBS PETERBILT	LEFT WINDSHIELD GLASS #J064	EQUIPMENT RENTAL	455.33
	DOBBS PETERBILT	HYD CYLINDER	ER&R	1,304.01
153835	DOBBS, WENDY S	UB REFUND	GARBAGE	74.39
153836	DOBYNS FAMILY LLC	UB REFUND 10514 56TH AVE NE	WATER/SEWER OPERATION	201.05
153837	DUPRE, ROBERTA	UTILITY TAX REBATE	UTIL ADMIN	44.15
	DUPRE, ROBERTA		NON-DEPARTMENTAL	54.51
	DUPRE, ROBERTA		UTIL ADMIN	209.36
153838	E&E LUMBER	WHITE RAGS, PAINT SPRAYER	ROADSIDE VEGETATION	121.87
	E&E LUMBER	WHITE PRO SOLID STAIN	ROADSIDE VEGETATION	169.92
153839	EAST JORDAN IRON WOR	BURY HYDRANT REPAIR	HYDRANTS INSTALLATION	2,521.93
153840	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	13.00
	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
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	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	234.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	234.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	234.00
153841	EVERGREEN STATE	MECHANICAL PERMIT FEE REFUND	NON-BUS LICENSES AND	90.00
	EVERGREEN STATE		NON-BUS LICENSES AND	90.00
	EVERGREEN STATE	ELECTRICAL PERMIT FEE REFUND	COMMUNITY DEVELOPMENT	250.00
	EVERGREEN STATE		COMMUNITY DEVELOPMENT	250.00
153842	EWING IRRIGATION	TREE SOAKER BAGS	ROADSIDE VEGETATION	477.25
153843	FBI/LEEDA	DUES - J. ELTON	POLICE PATROL	50.00
153844	FEDEX	ACLARA TECHNOLOGIES SHIPPING	WATER SERVICES	286.39
153845	FENTON, KATHRYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	114.22
153846	FIDELITY NATIONAL	FEES RECONVEYANCE 80TH ST PROJECT	GMA - STREET	386.75
153847	FLORES, RICARDO	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.98
153848	FRONTIER PRECISION	TOOLS FOR ENGINEERING	ENGR-GENL	856.47
153849	GADBOIS, RITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.67

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/2/2022 TO 3/2/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153850	GARNER, BELINDA	RETURN RENTAL DEPOSIT	GENERAL FUND	250.00
153851	GEIST, LOIS	AUBURN WETRC CONTROL CLASS	WATER DIST MAINS	23.70
153852	GENUINE AUTO GLASS	REPLACEMENT WINDSHIELD #V057	EQUIPMENT RENTAL	814.01
153853	GEOTEST SERVICES INC	ASPHALT TESTING	SURFACE WATER CAPITAL	1,244.00
	GEOTEST SERVICES INC	PAYMENT APPLICATION #23	CAPITAL EXPENDITURES	5,870.00
153854	GORDON TRUCK CENTER	CREDIT FOR EGR VALVE	EQUIPMENT RENTAL	-204.94
	GORDON TRUCK CENTER	VEHICLE SPEED SENSOR #H002	EQUIPMENT RENTAL	24.44
	GORDON TRUCK CENTER	PARTS FOR #J047	EQUIPMENT RENTAL	959.59
153855	GOVCONNECTION INC	ACRONIS RENEWAL	COMPUTER SERVICES	454.86
	GOVCONNECTION INC	BADGES	CAPITAL EXPENDITURES	518.08
	GOVCONNECTION INC	UPS	IS REPLACEMENT ACCOUNTS	1,235.33
153856	GRAINGER	GEN PURPOSE RELAY	WATER RESERVOIRS	141.10
153857	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	1,998.75
153858	GREEN DOT CONCRETE	1.25 YD 6 SACK	PARK & RECREATION FAC	412.88
153859	GREEN, VIRGINIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.56
153860	GROOMS, MARI	REFUND CLASS REGISTRATION	PARKS-RECREATION	40.00
153861	HAIGH, PETER & LAWNA	UB REFUND	GARBAGE	25.18
153862	HD FOWLER COMPANY	STAINLESS STEEL GASKET	WATER DIST MAINS	311.82
	HD FOWLER COMPANY	PLUMBING SUPPLIES	GMA - STREET	775.49
	HD FOWLER COMPANY	MARKING PAINT INVENTORY	ER&R	944.90
	HD FOWLER COMPANY	INVENTORY ITEMS	ER&R	953.76
	HD FOWLER COMPANY	BRASS ITEMS FOR INVENTORY	WATER/SEWER OPERATION	1,041.93
	HD FOWLER COMPANY	WM REPAIR PARTS	WATER DIST MAINS	1,051.26
	HD FOWLER COMPANY	BRASS INVENTORY	WATER/SEWER OPERATION	1,099.96
	HD FOWLER COMPANY	BRASS ITEMS FOR INVENTORY	WATER/SEWER OPERATION	2,389.68
153863	HOME DEPOT USA	INVENTORY ITEMS	ER&R	866.74
153864	HOUSE OF UPHOLSTERY	BENCH SEAT REPAIR #V004	EQUIPMENT RENTAL	983.70
153865	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	100.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
153866	IRON MOUNTAIN	ROCKS	WASTE WATER TREATMENT	555.36
	IRON MOUNTAIN	ROCK	WASTE WATER TREATMENT	642.29
153867	J.A. BRENNAN ASSOC	COMEFORD PARK/DELTA PLAZA	GMA-PARKS	105,577.90
153868	JJ POLYGRAPH SERVICE	POLYGRAPH	POLICE ADMINISTRATION	250.00
153869	JOHNSON, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	91.53
153870	JULZ ANIMAL HOUS	K9 SUPPLIES	K9 PROGRAM	43.70
153871	KAZEN, TESSA	REFUND CLASS REGISTRATION	PARKS-RECREATION	85.00
153872	KENWORTH NORTHWEST	LED LIGHTS #H016	EQUIPMENT RENTAL	96.96
153873	KINGSFORD, ANDREA	SUPPLIES	RECREATION SERVICES	520.51
153874	KNOWBE4, INC.	ADDITIONAL LICENSES	COMPUTER SERVICES	458.24
153875	LAMPTON, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.29
153876	LASTING IMPRESSIONS	UNIFORM - LEE, DARRYL	DETENTION & CORRECTION	28.42
	LASTING IMPRESSIONS	UNIFORM HATS	DETENTION & CORRECTION	56.84
	LASTING IMPRESSIONS	30 YEAR JACKET FOR SWICK-LAFAVE	PERSONNEL ADMINISTRATION	70.88
153877	LEADS ONLINE	INVESTIGATIVE TOOL	POLICE INVESTIGATION	2,298.36
153878	LEBLANC, ALEXANDER &	UB REFUND	WATER/SEWER OPERATION	253.91
153879	LEGACY ONE HEATING	MECHANICAL PERMIT FEE REFUND	NON-BUS LICENSES AND	295.00
153880	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE ADMINISTRATION	173.25
153881	LIVING ORGANICALLY	BUSINESS LICENSE REFUND	GENL FUND BUS LIC &	65.00
153882	LONGFIELD, AUTUMN	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.35
153883	LOWES HIW INC	FORGED LOPERS/PRUNERS/HAND PUMP	WATER SERVICES	120.28
153884	LUANGRATH, VILOUN	UB REFUND	WATER/SEWER OPERATION	33.86
153885	MALAKOOTI TRANSLATIN	INTERPRETER SERVICE	COURTS	110.00
153886	MALLAHAN, MARK	PER DIEM TRAINING AUBURN	WATER DIST MAINS	23.70
153887	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00
153888	MANN, DAPHNE	UTILITY TAX REBATE 5 - 5	NON-DEPARTMENTAL	49.14



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153889	MARCUM, BRYNN	REFUND PERMIT CHARGES	GENERAL FUND	250.00
153890	MARSHALL, CHARLENE	UTILITY TAX REBATE	UTIL ADMIN	44.15
	MARSHALL, CHARLENE		NON-DEPARTMENTAL	47.31
	MARSHALL, CHARLENE		UTIL ADMIN	209.36
153891	MARYSVILLE, CITY OF	UTILITY SERVICE	SEWER LIFT STATION	61.98
	MARYSVILLE, CITY OF		AFFORDABLE HOUSING	101.47
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	119.87
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	134.93
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	157.87
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	290.68
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	294.68
	MARYSVILLE, CITY OF		GOLF ADMINISTRATION	302.03
	MARYSVILLE, CITY OF		GOLF ADMINISTRATION	1,111.19
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,689.59
153892	MCDONALD, KEVIN D	HEARING EXAMINER SERVICE FEB 2022	COMMUNITY	1,925.00
153893	MCFADDEN, SYLVIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.84
153894	MENDOZA, TERESA TINA	INSTRUCTOR SERVICES	RECREATION SERVICES	21.00
153895	MENNIE, CONNIE	GIFT CARD	EXECUTIVE ADMIN	25.00
153896	MILLER, STEVE	REFUND CLASS REGISTRATION	PARKS-RECREATION	25.00
153897	MOBILE WIRELESS LLC	NETMOTION LICENSE	TRANSPORTATION	252.05
	MOBILE WIRELESS LLC		DEVELOPMENT SERVICES	252.05
	MOBILE WIRELESS LLC		POLICE PATROL	252.05
	MOBILE WIRELESS LLC		CITY COUNCIL	1,764.31
153898	MOTOR TRUCKS	COOLANT	SOLID WASTE OPERATIONS	163.82
	MOTOR TRUCKS		ER&R	491.46
153899	MOTOROLA	ALL BAND PORTABLE RADIO	POLICE PATROL	58,972.38
153900	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	26.96
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	26.96
	MOUNTAIN MIST		SEWER MAIN COLLECTION	26.96
153901	MOYER, SHARON	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.26
	MOYER, SHARON		UTIL ADMIN	44.15
	MOYER, SHARON		UTIL ADMIN	209.36
153902	MR BILL'S PUMP & WEL	WWTP PUMP REPAIR	WASTE WATER TREATMENT	1,981.04
153903	NAPA AUTO PARTS	CREDIT #4642-508021	ER&R	-7.57
	NAPA AUTO PARTS	AIR FILTER #V054	EQUIPMENT RENTAL	12.96
	NAPA AUTO PARTS	WIPER BLADES #V027	EQUIPMENT RENTAL	16.76
	NAPA AUTO PARTS	FRONT SWAY BAR LINK #103	EQUIPMENT RENTAL	42.61
	NAPA AUTO PARTS	FILTERS - INVENTORY	ER&R	919.75
153904	NEWMAN, EMILY	UTILITY TAX REBATE	NON-DEPARTMENTAL	93.21
153905	NORTH SOUND HOSE	HOSE/PIPE FITTINGS	WATER DIST MAINS	421.33
153906	NUNNALLY, SANDRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.86
	NUNNALLY, SANDRA		UTIL ADMIN	44.15
	NUNNALLY, SANDRA		UTIL ADMIN	209.36
153907	OFFICE DEPOT	CREDIT #227858145001	SOLID WASTE OPERATIONS	-27.75
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	34.54
	OFFICE DEPOT		ENGR-GENL	37.74
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	55.71
	OFFICE DEPOT		POLICE PATROL	61.12
	OFFICE DEPOT		POLICE ADMINISTRATION	78.59
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	95.12
	OFFICE DEPOT		CUSTODIAL SERVICES	105.81
	OFFICE DEPOT		SOLID WASTE OPERATIONS	125.74
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	156.95
153908	OHD, LLLP	RESPIRATOR ADAPTERS	SEWER LIFT STATION	398.95
153909	OREILLY AUTO PARTS	TIM CVR SEAL #V011	EQUIPMENT RENTAL	19.64
	OREILLY AUTO PARTS	GASKET SET #V011	EQUIPMENT RENTAL	41.96
	OREILLY AUTO PARTS	SPEED SENSOR/ALTERNATOR ASSY #J014	EQUIPMENT RENTAL	278.14
153910	OSBORNE, MICHAEL	UB REFUND Item 5 - 6	WATER/SEWER OPERATION	54.98

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153911	OTAK	PROFESSIONAL SERVICE	GMA - STREET	553.71
	OTAK		GMA - STREET	12,758.11
153912	PACWEST MACHINERY	PARTS FOR #H012	EQUIPMENT RENTAL	1,142.95
153913	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
153914	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	34,888.60
153915	PEACE OF MIND	HEARING EXAMINER MINUTES	COMMUNITY	98.60
	PEACE OF MIND	CITY COUNCIL WORK MINUTES	CITY CLERK	153.00
153916	PEDERSON, COLLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.85
153917	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	48.55
	PETROCARD SYSTEMS		COMPUTER SERVICES	63.18
	PETROCARD SYSTEMS		STORM DRAINAGE	88.64
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	161.39
	PETROCARD SYSTEMS		COMMUNITY	252.96
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	392.72
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,193.67
	PETROCARD SYSTEMS		GENERAL	4,481.22
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,027.84
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,132.36
	PETROCARD SYSTEMS		POLICE PATROL	8,178.99
153918	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	47.15
	PGC INTERBAY LLC		MAINTENANCE	71.02
	PGC INTERBAY LLC		MAINTENANCE	108.32
	PGC INTERBAY LLC		MAINTENANCE	117.64
	PGC INTERBAY LLC		PRO-SHOP	133.02
	PGC INTERBAY LLC		PRO-SHOP	173.94
	PGC INTERBAY LLC		MAINTENANCE	532.60
	PGC INTERBAY LLC		MAINTENANCE	740.43
	PGC INTERBAY LLC		PRO-SHOP	872.08
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		PRO-SHOP	1,130.73
	PGC INTERBAY LLC		MAINTENANCE	1,284.89
	PGC INTERBAY LLC	GOLF PAYROLL REIMBURSEMENT	PRO-SHOP	7,957.71
	PGC INTERBAY LLC		MAINTENANCE	10,079.54
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	GOLF COURSE	10,927.63
153919	PIGSKIN UNIFORMS	JUMPSUITS	DETENTION & CORRECTION	673.32
	PIGSKIN UNIFORMS		POLICE PATROL	2,063.40
153920	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-3.05
	POLICE & SHERIFFS PR		POLICE PATROL	35.85
153921	POSEY, VIOLA	UTILITY TAX REBATE	UTIL ADMIN	44.15
	POSEY, VIOLA		NON-DEPARTMENTAL	95.35
	POSEY, VIOLA		UTIL ADMIN	209.36
153922	POTTER, BRENT	PER DIEM - TRAINING	WATER DIST MAINS	23.70
153923	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	4,081.01
153924	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	55.75
153925	PUD	ACCT #203569751	STORM DRAINAGE	8.22
	PUD	ACCT #205136245	SEWER LIFT STATION	14.84
	PUD	ACCT #202461034	UTIL ADMIN	17.64
	PUD	ACCT #202031134	PUMPING PLANT	18.70
	PUD	ACCT #202499489	COMMUNITY EVENTS	22.92
	PUD	ACCT #201668043	PARK & RECREATION FAC	24.27
	PUD	ACCT #202012589	PARK & RECREATION FAC	25.11
	PUD	ACCT #202476438	SEWER LIFT STATION	26.42
	PUD	ACCT #202178158	SEWER LIFT STATION	29.32
	PUD	ACCT #201065281	PARK & RECREATION FAC	34.61
	PUD	ACCT #202694337	TRANSPORTATION	36.39
	PUD	ACCT #201672136	SEWER LIFT STATION	42.21
	PUD	ACCT #203005160tem 5 - 7	STREET LIGHTING	47.01

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153925	PUD	ACCT #203199732	TRANSPORTATION	49.56
	PUD	ACCT #203430897	STREET LIGHTING	55.20
	PUD	ACCT #200571842	TRANSPORTATION	56.90
	PUD	ACCT #202368544	TRANSPORTATION	59.91
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	70.36
	PUD	ACCT #200084036	TRANSPORTATION	102.24
	PUD	ACCT # 222772634	TRANSPORTATION	117.58
	PUD	ACCT #200790061	PARK & RECREATION FAC	162.91
	PUD	ACCT #220761803	OPERA HOUSE	173.27
	PUD	ACCT #203223458	PARK & RECREATION FAC	204.98
	PUD	ACCT #202368551	PARK & RECREATION FAC	242.15
	PUD	ACCT #200223857	PARK & RECREATION FAC	260.35
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	266.69
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	267.17
	PUD	ACCT #200070449	TRANSPORTATION	276.37
	PUD	PUD DEERING WILDFLOWER ACRES	PARK & RECREATION FAC	291.19
	PUD	ACCT #220761175	OPERA HOUSE	312.71
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	326.83
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	333.03
	PUD	ACCT #200625382	SEWER LIFT STATION	408.04
	PUD	ACCT #201021607	PARK & RECREATION FAC	478.46
	PUD	ACCT #220824148	WASTE WATER TREATMENT	489.07
	PUD	ACCT #202000329	PARK & RECREATION FAC	494.57
	PUD	ACCT #201147253	PUMPING PLANT	504.52
	PUD	ACCT #201021698	PARK & RECREATION FAC	626.45
	PUD	ACCT #202689287	WASTE WATER TREATMENT	879.50
	PUD	ACCT #200586485	SEWER LIFT STATION	980.54
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,229.74
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,476.96
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,324.12
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,658.15
	PUD	ACCT #201577921	PUMPING PLANT	4,997.11
	PUD	ACCT #202075008	WASTE WATER TREATMENT	7,884.79
	PUD	ACCT #201420635	WASTE WATER TREATMENT	16,055.63
	PUD	ACCT #201721180	WASTE WATER TREATMENT	20,918.86
153926	PUGET SOUND SECURITY	DUPLICATE IGNITION KEYS	EQUIPMENT RENTAL	75.74
153927	RAINIER TITLE, LLC	TITLE REPORT FOR FLETCHER	GMA - STREET	384.80
153928	RAMSAY SIGNS, INC.	ELECTRICIAN/SIGN TECHNICIAN	PARK & RECREATION FAC	655.80
153929	REGAN, NICHOLE	REFUND CLASS REGISTRATION	PARKS-RECREATION	20.00
153930	RIDEN, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.82
153931	ROALDSON,SARAH C		UTIL ADMIN	44.15
	ROALDSON,SARAH C		NON-DEPARTMENTAL	75.41
	ROALDSON,SARAH C		UTIL ADMIN	209.36
153932	SALLEE, BONNY		NON-DEPARTMENTAL	27.02
	SALLEE, BONNY		UTIL ADMIN	44.15
	SALLEE, BONNY		UTIL ADMIN	209.36
153933	SANDERS, JOHN		NON-DEPARTMENTAL	58.65
153934	SCARSELLA BROS	HYDRANT METER - DEPOSIT	WATER-UTILITIES/ENVIRONME	-74.55
	SCARSELLA BROS		WATER/SEWER OPERATION	1,150.00
153935	SENYITKO, ELSIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.75
153936	SEVERSON, KELLY		NON-DEPARTMENTAL	37.69
153937	SHI INTERNATIONAL	ADOBE PHOTOSHOP	COMMUNITY CENTER	212.83
153938	SISKUN POWER EQUIPMENT	FILTERS/BLADES #0053 & 0054	SMALL ENGINE SHOP	271.27
153939	SKAGGS, LYLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	110.42
153940	SKOURAS 6418, LLC	BUSINESS LICENSE REFUND	GENL FUND BUS LIC &	65.00
153941	SMITH, KAREN L	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.50
153942	SNO CO PLAN & DEV	2022 SNO COUNTY TOMORROW DUES	PLANNING & COMMUNITY DEV	14,489.00
153943	SNO CO PUBLIC WORKS	JAN 2022 SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	255,290.00

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153944	SNO CO TREASURER	2022 REAL ESTATE TAXES	WATER RESERVOIRS	463.92
	SNO CO TREASURER		WATER RESERVOIRS	8,081.49
153945	SNO CO TREASURER	INMATE HOUSING - JAN 2022	DETENTION & CORRECTION	147,816.20
153946	SOUND PUBLISHING	MARKET FACTS	PLANNING & COMMUNITY DEV	1,399.00
153947	SOUND SAFETY	UNIFORM - GIEBEL	UTIL ADMIN	158.51
153948	STAPLES	WHITE DUCT TAPE	RECREATION SERVICES	48.90
	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	210.40
153949	STRAND, KAREN	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.00
153950	STULTS, LARRY		NON-DEPARTMENTAL	151.67
153951	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	33.50
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	280.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	837.50
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	2,415.00
153952	TIERNEY, HELEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.27
153953	TRANSCO GROUP	PROFESSIONAL SERVICE	GMA - STREET	140.84
	TRANSCO GROUP		GMA - STREET	439.94
	TRANSCO GROUP	PROFESSIONAL SERVICE	GMA - STREET	2,442.25
	TRANSCO GROUP	PROFESSIONAL SERVICE	GMA - STREET	2,634.00
	TRANSCO GROUP		GMA - STREET	2,832.18
	TRANSCO GROUP		GMA - STREET	3,793.80
	TRANSCO GROUP		GMA - STREET	5,080.28
	TRANSCO GROUP		GMA - STREET	5,956.24
153954	TULALIP CHAMBER	BUSINESS BEFORE HOURS	PERSONNEL ADMINISTRATION	25.00
	TULALIP CHAMBER		FINANCE-GENL	25.00
	TULALIP CHAMBER		UTILITY BILLING	25.00
	TULALIP CHAMBER		COMMUNITY	25.00
	TULALIP CHAMBER		UTIL ADMIN	25.00
	TULALIP CHAMBER		ENGR-GENL	25.00
	TULALIP CHAMBER		POLICE ADMINISTRATION	25.00
	TULALIP CHAMBER		RECREATION SERVICES	30.00
	TULALIP CHAMBER		RECREATION SERVICES	50.00
	TULALIP CHAMBER		CITY COUNCIL	75.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	100.00
153955	TYLER TECHNOLOGIES	EXECUTIME IMPLEMENTATION	UTIL ADMIN	1,850.00
	TYLER TECHNOLOGIES		NON-DEPARTMENTAL	1,850.00
153956	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	149.77
153957	UNITED PARCEL SERVICE	LATE FEE	POLICE PATROL	8.25
153958	USA BLUEBOOK	HACH 2660549	WATER FILTRATION PLANT	80.83
	USA BLUEBOOK		WATER FILTRATION PLANT	114.77
153959	WA ASPHALT PAVEMENT	WSDOT/WAPA CONFERENCE	TRAINING	65.00
	WA ASPHALT PAVEMENT		TRAINING	65.00
153960	WA STATE MILITARY	PAYBACK GRANT REIMBURSEMENT-TV	EXECUTIVE ADMIN	1,094.79
	WA STATE MILITARY		EXECUTIVE ADMIN	1,580.84
153961	WA TRUST BANK	BUSINESS LICENSE REFUND	GENL FUND BUS LIC &	65.00
153962	WABO	BODE BOOK/SUPPLEMENTS	COMMUNITY	516.48
153963	WEB INDUSTRIES	UB REFUND	WATER/SEWER OPERATION	75.86
153964	WEEKS, BRADLEY J	INSTRUCTOR SERVICES	RECREATION SERVICES	302.40
153965	WELLS FARGO BANK NA	BUSINESS LICENSE REFUND	GENL FUND BUS LIC &	65.00
153966	WHISTLE WORKWEAR	UNIFORM - SANDRE	GENERAL	143.28
	WHISTLE WORKWEAR		GENERAL	148.20
	WHISTLE WORKWEAR	UNIFORM - ERICKSON	EQUIPMENT RENTAL	199.59
	WHISTLE WORKWEAR	UNIFORM - BARTLETT	GENERAL	200.00
	WHISTLE WORKWEAR	UNIFORM - SANDRE	GENERAL	200.00
153967	WHITE, LON	UTILITY TAX REBATE	NON-DEPARTMENTAL	89.38
153968	WILLAMETTE VALLEY	FORENSIC CONSULTANT	MUNICIPAL COURTS	750.00
153969	WU, THOMAS	INTERPRETER SERVICE	COURTS	130.00
153970	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	52.65
153971	ZIPLY FIBER	ACCT #3606596212m 5 - 9	MAINT OF GENL PLANT	72.25

DATE: 3/4/2022  
TIME: 2:22:19PM

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153972	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	85.29
153973	ZIPLY FIBER	ACCT #3606597667	OFFICE OPERATIONS	86.77
153974	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	104.32
153975	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	104.93
153976	ZIPLY FIBER	ACCT #3606534028	CITY HALL	106.90
153977	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	115.74
153978	ZIPLY FIBER	MCC ELEVATOR LINES	CITY HALL	125.64

**WARRANT TOTAL: 1,189,217.01**

**CPR SAVERS & FIRST AID SUPPLY                      CHECK #153524                      INITIATOR ERROR                      \$72.50**

**REASON FOR VOIDS:**

**INITIATOR ERROR**

**CHECK LOST/DAMAGED**

**UNCLAIMED PROPERTY**

**WARRANT TOTAL: \$1,189,144.51**

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: MARCH 28, 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 March 9, 2022 claims in the amount of \$1,050,024.60 paid by EFT transactions and Check No.'s 153979 through 154146, with check numbers 153360 and 153439 voided.**

**COUNCIL ACTION:**

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/9/2022 TO 3/9/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
153979	PREMERA BLUE CROSS	CLAIMS PAID 2/20 - 2/28/22	MEDICAL CLAIMS	125,957.37
153980	ALDRICH, KASSIDY	PER DIEM FOR TRAINING	EXECUTIVE ADMIN	131.28
153981	ALLIED 100, LLC	AED'S	POLICE PATROL	10,113.75
153982	AMAZON CAPITAL	SUPPLIES	UTIL ADMIN	5.41
	AMAZON CAPITAL	OFFICE SUPPLIES	EXECUTIVE ADMIN	7.61
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	7.64
	AMAZON CAPITAL	FIBER PATCH CABLE	COMPUTER SERVICES	17.36
	AMAZON CAPITAL	STAMP	FINANCE-GENL	24.02
	AMAZON CAPITAL	SUPPLIES	EQUIPMENT RENTAL	25.88
	AMAZON CAPITAL		POLICE INVESTIGATION	27.31
	AMAZON CAPITAL		POLICE INVESTIGATION	27.31
	AMAZON CAPITAL		ENGR-GENL	34.17
	AMAZON CAPITAL	OFFICE SUPPLIES	EXECUTIVE ADMIN	52.40
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	54.36
	AMAZON CAPITAL		DETENTION & CORRECTION	83.20
	AMAZON CAPITAL		DETENTION & CORRECTION	91.76
	AMAZON CAPITAL	SERVER RAILS	COMPUTER SERVICES	119.97
	AMAZON CAPITAL	OFFICE SUPPLIES	FINANCE-GENL	129.44
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	146.30
	AMAZON CAPITAL	LOGITECH WEBCAM	COMPUTER SERVICES	152.36
	AMAZON CAPITAL	STEP LADDER	COMPUTER SERVICES	212.18
	AMAZON CAPITAL	GATE LATCH, PLASTIC BAGS	PARK & RECREATION FAC	251.24
	AMAZON CAPITAL	CHAIR & KEYBOARD	EXECUTIVE ADMIN	294.00
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	472.10
	AMAZON CAPITAL	DRONE	POLICE PATROL	1,146.56
153983	AMERICAN CLEANERS	DRY CLEANERS	POLICE ADMINISTRATION	4.32
	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	8.63
	AMERICAN CLEANERS	DRY CLEANERS	POLICE PATROL	12.95
	AMERICAN CLEANERS		POLICE ADMINISTRATION	17.27
	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	17.27
	AMERICAN CLEANERS	DRY CLEANERS	OFFICE OPERATIONS	30.22
	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	70.38
	AMERICAN CLEANERS	DRY CLEANERS	POLICE INVESTIGATION	87.27
	AMERICAN CLEANERS		POLICE PATROL	95.86
	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	148.44
	AMERICAN CLEANERS		DETENTION & CORRECTION	198.87
153984	AMERICAN SAFETY & HE	ONLINE G2020 UPDATE FEE	EXECUTIVE ADMIN	76.51
153985	ANDERSON, MARLYN	INMATE MEDICATION	DETENTION & CORRECTION	10.00
153986	APPLIED CONCEPTS INC	LIDAR	POLICE PATROL	1,661.09
153987	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	159.36
153988	ASADI, MOHAMMAD	UTILITY TAX REFUND	NON-DEPARTMENTAL	44.63
153989	AUGUR, ZHUOMA	UB REFUND	WATER/SEWER OPERATION	17.79
153990	BETZ, MARILYN	UTILITY TAX REFUND	NON-DEPARTMENTAL	79.54
153991	BICKFORD FORD	BRAKE PAD/ROTOR SET	ER&R	1,206.88
153992	BOYD, RAE	CONTRACT NURSE SERVICE	DETENTION & CORRECTION	10,625.00
153993	BRONSON, FRANCES	UTILITY TAX REFUND	NON-DEPARTMENTAL	56.46
153994	CARR, EUGENE & ARIKA	UB REFUND	WATER/SEWER OPERATION	226.94
153995	CASCADE SAWING	ASPHALT CUTTING	WATER DIST MAINS	956.38
153996	CHAN, JAMES & KJAER, K	UTILITY TAX REBATE	NON-DEPARTMENTAL	35.31
	CHAN, JAMES & KJAER, K		UTIL ADMIN	44.15
	CHAN, JAMES & KJAER, K		UTIL ADMIN	209.36
153997	CIRCLE, JORDAN	UB REFUND	WATER/SEWER OPERATION	285.02
153998	CNR, INC.	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
153999	CODE PUBLISHING	ORDINANCES 3203-3206	CITY CLERK	2,373.36
154000	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
154001	CORE STRENGTHS	CORE STRENGTHS SUBSCRIPTION	POLICE ADMINISTRATION	5,000.00
154002	COUNSELLOR, LORRAINE	UTILITY TAX REFUND	NON-DEPARTMENTAL	57.81
154003	CRAIN, JASON	CLAIM FOR DAMAGE TO CRAIN	RISK MANAGEMENT	3,605.94



**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154004	DAHLBERG, JUDY	UTILITY TAX REFUND	NON-DEPARTMENTAL	77.85
154005	DERR, TERRY & GEORGI	UB REFUND	WATER/SEWER OPERATION	6.58
154006	DICKS TOWING	TOWING 22-7902	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-8081	POLICE PATROL	77.47
154007	DIMENSIONAL COMMUNI	SERVER RAILS	CAPITAL EXPENDITURES	1,204.49
154008	DUENAS, NATHAN	UB REFUND	WATER/SEWER OPERATION	257.32
154009	E&E LUMBER	FASTENERS	COMPUTER SERVICES	10.27
154010	ENTERPRISE RENTAL	TRAVEL FOR TRAINING	POLICE INVESTIGATION	256.26
154011	ESRI	ENTERPRISE LICENSE AGREEMENT FEE	UTIL ADMIN	60,115.00
154012	EVIDENT, INC.	EVIDENCE SUPPLIES	POLICE PATROL	283.23
154013	FELDMAN & LEE P.S.	PUBLIC DEFENDER CONTRACT	PUBLIC DEFENSE	52,000.00
154014	FIRE PROTECTION INC	FIRE ALARM MONITORING	MAINTENANCE	262.32
154015	FITZPATRICK, SHIRLEY	UTILITY TAX REBATE	UTIL ADMIN	44.15
	FITZPATRICK, SHIRLEY		NON-DEPARTMENTAL	50.53
	FITZPATRICK, SHIRLEY		UTIL ADMIN	209.36
154016	FOLDESI, BRYANNA	INSTRUCTOR SERVICE	RECREATION SERVICES	104.00
154017	GARY'S GUTTER SERV	MESS HOUSE REPAIRS	FACILITY REPLACEMENT	649.24
154018	GORDON TRUCK CENTER	REPAIRS FOR #H002	EQUIPMENT RENTAL	1,397.26
154019	GOVCONNECTION INC	NETWORKING CABLES FOR MCC	CAPITAL EXPENDITURES	2,605.45
	GOVCONNECTION INC	SYMANTEC RENEWAL	COMPUTER SERVICES	5,582.17
154020	GRAINGER	SMOKE ALARM REPLACEMENTS	SOURCE OF SUPPLY	6.75
	GRAINGER		SEWER LIFT STATION	6.76
	GRAINGER	NOTEBOOKS	UTIL ADMIN	79.85
	GRAINGER	SMOKE ALARM REPLACEMENTS	SEWER LIFT STATION	482.01
	GRAINGER		SOURCE OF SUPPLY	482.01
154021	GROSSGLASS, RONALD	UTILITY TAX REBATE	UTIL ADMIN	44.15
	GROSSGLASS, RONALD		NON-DEPARTMENTAL	63.81
	GROSSGLASS, RONALD		UTIL ADMIN	209.36
154022	GUERRERO, ANN	REFUND CLASS REGISTRATION	PARKS-RECREATION	75.00
154023	HAMILTON, TONY	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	700.00
154024	HARBOR FREIGHT TOOLS	MISC. TOOLS	ROADWAY MAINTENANCE	137.61
154025	HAZEN, DANIEL EDWARD	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
154026	HAZEN, LINDA	UTILITY TAX REFUND	NON-DEPARTMENTAL	34.03
154027	HD FOWLER COMPANY	6" ELBOW GASKET	GMA - STREET	86.57
154028	HEWLETT PACKARD	TONER/MAINTENANCE	LEGAL - PROSECUTION	0.21
	HEWLETT PACKARD		WATER QUAL TREATMENT	1.09
	HEWLETT PACKARD		PARK & RECREATION FAC	3.30
	HEWLETT PACKARD		UTIL ADMIN	10.05
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	12.08
	HEWLETT PACKARD		SEWER MAIN COLLECTION	12.17
	HEWLETT PACKARD		STORM DRAINAGE	12.17
	HEWLETT PACKARD		WASTE WATER TREATMENT	59.48
	HEWLETT PACKARD		MUNICIPAL COURTS	62.55
	HEWLETT PACKARD		CITY CLERK	70.80
	HEWLETT PACKARD		FINANCE-GENL	70.80
	HEWLETT PACKARD		UTILITY BILLING	108.49
	HEWLETT PACKARD		COMPUTER SERVICES	291.74
154029	HOLLIBAUGH, CHARLENE	UTILITY TAX REFUND	NON-DEPARTMENTAL	44.09
154030	HOME DEPOT USA	SWIFFER DUSTER	PURCHASING/CENTRAL	14.85
	HOME DEPOT USA	JANITORIAL SUPPLIES	PURCHASING/CENTRAL	19.18
	HOME DEPOT USA		CUSTODIAL SERVICES	91.43
	HOME DEPOT USA		CUSTODIAL SERVICES	117.04
	HOME DEPOT USA		CUSTODIAL SERVICES	458.08
154031	HUMAN SERVICES	LIQUOR PROFITS/TAXES 3RD QTR 2021	NON-DEPARTMENTAL	5,131.01
154032	ICMA MEMBER SERVICES	ANNUAL DUES - HIRASHIMA	NON-DEPARTMENTAL	1,400.00
154033	INTERNAL REVENUE SVC	PENALTY	NON-DEPARTMENTAL	40,105.10
154034	INTERSTATE BATTERY	BATTERIES	ER&R	408.60
	INTERSTATE BATTERY	MHD BATTERIES Item 6 - 3	ER&R	567.27

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154035	J & B TOOLS, LLC	SMALL TOOLS - SHOP	EQUIPMENT RENTAL	173.10
	J & B TOOLS, LLC		EQUIPMENT RENTAL	805.53
154036	JAGGAR, LARRY	UTILITY TAX REFUND	NON-DEPARTMENTAL	56.93
154037	JAMES, MARK	CONFERENCE WASHINGTON DC	CITY COUNCIL	379.20
154038	JJ POLYGRAPH SERVICE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	250.00
154039	JOHNSON, ELIZABETH	UTILITY TAX REFUND	NON-DEPARTMENTAL	117.40
154040	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	29.60
154041	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
154042	KENWORTH NORTHWEST	FUEL	ER&R	310.85
	KENWORTH NORTHWEST	INLET SENSOR #J031	EQUIPMENT RENTAL	701.94
	KENWORTH NORTHWEST	PUMP ASSY INVENTORY	ER&R	851.06
154043	KIBLER, DEBRA	UTILITY TAX REFUND	NON-DEPARTMENTAL	37.30
154044	KILMARTIN, JAMES		NON-DEPARTMENTAL	52.05
154045	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
154046	KIM, SA	UTILITY TAX REFUND	NON-DEPARTMENTAL	35.07
154047	KING, THOMAS	CONFERENCE WASHINGTON DC	CITY COUNCIL	300.20
154048	KORTH, BRIAN	UB REFUND	WATER/SEWER OPERATION	279.70
154049	KRIEWALD, KATE	REFUND CAMP	PARKS-RECREATION	40.00
154050	LAKESIDE INDUSTRIES	SHOP STOCK	WATER DIST MAINS	898.75
154051	LAMBERT, GEORGIA	UTILITY TAX REFUND	NON-DEPARTMENTAL	28.67
154052	LASTING IMPRESSIONS	BASKETBALL SHIRTS	RECREATION SERVICES	20.88
154053	LEXIPOL LLC	LEXIPOL POLICY CONTRACT	POLICE TRAINING-FIREARMS	6,514.40
154054	LIFE-ASSIST, INC.	CPR FEE - BLAKE	POLICE TRAINING-FIREARMS	38.26
154055	LOWES HIW INC	PARTS FOR GOLF RESTROOM	MAINTENANCE	65.69
154056	MACNAULAY, DEBORAH	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.03
154057	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	25.01
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	38.88
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	43.22
	MARYSVILLE, CITY OF		CITY HALL	79.40
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	96.04
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	118.26
	MARYSVILLE, CITY OF		OPERA HOUSE	123.66
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	130.59
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	200.40
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	219.67
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	221.01
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	394.35
	MARYSVILLE, CITY OF		COURT FACILITIES	686.94
	MARYSVILLE, CITY OF		OPERA HOUSE	699.40
	MARYSVILLE, CITY OF		CITY HALL	769.87
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,123.77
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,888.87
154058	MAURER, ALICE LOUISE	UTILITY TAX REFUND	NON-DEPARTMENTAL	39.53
154059	MAXON FURNITURE	PD DESKING/PANELS	CAPITAL EXPENDITURES	96,238.05
154060	MCCLELLAN, LINDA	UTILITY TAX REFUND	NON-DEPARTMENTAL	90.14
154061	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY	525.00
154062	MCKENNA, DAVID	TRAINING - COLLISION INVESTIGATION	TRAFFIC UNIT	914.50
154063	MISHLER, MATTHEW		POLICE PATROL	914.50
154064	MISSAGGIA, TIBERIO & SA	APPRAISAL REIMBURSEMENT	GMA - STREET	750.00
154065	MORRIS TECH INC.	EATON INNOVATIVE TECH	WASTE WATER TREATMENT	2,541.23
154066	MOTOROLA	MIC JACKS	POLICE PATROL	590.77
154067	MOX, BETTY	UTILITY TAX REBATE	UTIL ADMIN	44.15
	MOX, BETTY		NON-DEPARTMENTAL	49.56
	MOX, BETTY		UTIL ADMIN	209.36
154068	MULLER, STEVE	CONFERENCE - WASHINGTON DC	CITY COUNCIL	359.45

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154069	NAPA AUTO PARTS	AIR FILTER #H020	EQUIPMENT RENTAL	25.37
	NAPA AUTO PARTS	OIL FILTER	ER&R	38.95
	NAPA AUTO PARTS		ER&R	103.88
	NAPA AUTO PARTS	MOUNT ASSY #P165	EQUIPMENT RENTAL	113.33
	NAPA AUTO PARTS	DFE FLUID	SOLID WASTE OPERATIONS	960.97
154070	NATION, ELDONNA	UTILITY TAX REFUND	NON-DEPARTMENTAL	42.93
154071	NCSI	EMPLOYMENT BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	111.00
	NCSI	VOLUNTEER BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	203.50
154072	NEHRING, JON	CONFERENCE WASHINGTON DC	EXECUTIVE ADMIN	300.20
154073	NELSON PETROLEUM	ENGINE OIL BULK	ER&R	678.05
	NELSON PETROLEUM	POWERTRAIN FLUID	ER&R	744.72
	NELSON PETROLEUM	ENGINE OIL	ER&R	1,199.02
154074	NORTHWESTERN AUTO	REPAIRS FOR #P195	EQUIPMENT RENTAL	4,073.45
154075	NORTON, KAMILLE	CONFERENCE WASHINGTON DC	CITY COUNCIL	438.45
154076	OEHLERICH, KOURTNEY	REFUND CLASS REGISTRATION	PARKS-RECREATION	25.00
154077	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	35.29
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	105.81
	OFFICE DEPOT		POLICE PATROL	320.28
154078	OLASON, MONICA	INSTRUCTOR SERVICE	RECREATION SERVICES	1,191.00
154079	OLSEN, CRYSTAL	UTILITY TAX REFUND	NON-DEPARTMENTAL	51.80
154080	OREILLY AUTO PARTS	REAR PINION SEAL #103	EQUIPMENT RENTAL	7.30
154081	OSBORNE, AMBER	UTILITY TAX REFUND	NON-DEPARTMENTAL	30.62
154082	OTOOLE, MICHAEL		NON-DEPARTMENTAL	49.22
154083	OWEN EQUIPMENT	HOSE REEL SWIVEL	ER&R	1,221.22
154084	OYETUGA, ADETOLA	UTILITY TAX REFUND	NON-DEPARTMENTAL	99.20
154085	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	37.40
	PEACE OF MIND	PLANNING COMMISSION MEETING	COMMUNITY	108.80
154086	PELOS, JUDY	UTILITY TAX REBATE	UTIL ADMIN	44.15
	PELOS, JUDY		NON-DEPARTMENTAL	91.62
	PELOS, JUDY		UTIL ADMIN	164.61
154087	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	PRO-SHOP	-700.00
	PGC INTERBAY LLC		PRO-SHOP	124.00
	PGC INTERBAY LLC		PRO-SHOP	130.61
	PGC INTERBAY LLC		PRO-SHOP	181.16
	PGC INTERBAY LLC		MAINTENANCE	568.92
	PGC INTERBAY LLC		MAINTENANCE	659.76
	PGC INTERBAY LLC		PRO-SHOP	750.00
	PGC INTERBAY LLC		MAINTENANCE	2,016.66
	PGC INTERBAY LLC		GOLF COURSE	3,342.61
	PGC INTERBAY LLC		MAINTENANCE	7,302.06
154088	PLATT ELECTRIC	LED LIGHTS	SOURCE OF SUPPLY	135.84
154089	PR DIAMOND PRODUCTS	DI BLADES	WATER/SEWER OPERATION	-78.12
	PR DIAMOND PRODUCTS		WATER SERVICES	918.12
154090	PREMIER GOLF CENTERS	MANAGEMENT SERVICES - GOLF	GOLF ADMINISTRATION	9,512.04
154091	PUD	POLE RENTAL CONTRACT	METER READING	839.40
154092	PUD	ACCT #200790061	PARK & RECREATION FAC	1.43
	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #205026479	STREET LIGHTING	11.59
	PUD	ACCT #221100092	GMA - STREET	15.88
	PUD	ACCT #205026479	STREET LIGHTING	18.15
	PUD	ACCT #204584361	STREET LIGHTING	18.28
	PUD	ACCT #200998532	PARK & RECREATION FAC	18.52
	PUD	ACCT #202791166	PUMPING PLANT	20.94
	PUD	ACCT #201931193	PARK & RECREATION FAC	21.89
	PUD	ACCT #204584361	STREET LIGHTING	24.24
	PUD	ACCT #201610185	TRANSPORTATION	28.94
	PUD	ACCT #200650745	TRANSPORTATION	33.48
	PUD	ACCT #202140489	TRANSPORTATION	37.37

**CITY OF MARYSVILLE  
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154092	PUD	ACCT #201670890	TRANSPORTATION	40.41
	PUD	ACCT #202368536	TRANSPORTATION	41.74
	PUD	ACCT #220153100	TRANSPORTATION	48.80
	PUD	ACCT #202102190	TRANSPORTATION	50.78
	PUD	ACCT #202183679	TRANSPORTATION	54.34
	PUD	ACCT #200827277	TRANSPORTATION	58.22
	PUD	ACCT #200869303	TRANSPORTATION	59.43
	PUD	ACCT #222871949	PARK & RECREATION FAC	61.22
	PUD	ACCT #202557450	STREET LIGHTING	70.34
	PUD	ACCT #202143111	TRANSPORTATION	74.02
	PUD	ACCT #220792733	STREET LIGHTING	81.27
	PUD	ACCT #220298624	STREET LIGHTING	83.28
	PUD	ACCT #203231006	TRANSPORTATION	115.03
	PUD	ACCT #202463543	SEWER LIFT STATION	119.94
	PUD	ACCT #202576112	STREET LIGHTING	128.85
	PUD	ACCT #202689105	WASTE WATER TREATMENT	132.11
	PUD	ACCT #202490637	SEWER LIFT STATION	145.29
	PUD	ACCT #202572327	STREET LIGHTING	150.20
	PUD	ACCT #202294336	STREET LIGHTING	152.54
	PUD	ACCT #202030078	TRANSPORTATION	187.71
	PUD	ACCT #220731285	STREET LIGHTING	197.21
	PUD	ACCT #203344585	STREET LIGHTING	203.93
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	215.81
	PUD	ACCT #200084150	TRANSPORTATION	265.66
	PUD	ACCT #201639630	GOLF ADMINISTRATION	782.48
	PUD	ACCT #202604203	STREET LIGHTING	1,760.03
	PUD	ACCT #202576112	STREET LIGHTING	2,448.23
	PUD	ACCT #202604203	STREET LIGHTING	2,640.05
	PUD	ACCT #202882098	STREET LIGHTING	8,862.72
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	9,039.73
	PUD	ACCT #202882098	STREET LIGHTING	13,862.22
154093	RADIA INC PS	INMATE MEDICAL	DETENTION & CORRECTION	30.00
	RADIA INC PS		DETENTION & CORRECTION	500.00
154094	RAM, NIRMALA	UTILITY TAX REFUND	NON-DEPARTMENTAL	20.83
154095	REDHAWK GROUP	HYDRANT METER	WATER-UTILITIES/ENVIRONMN	-56.65
	REDHAWK GROUP		WATER/SEWER OPERATION	1,150.00
154096	REHM, MARY ANN	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.95
154097	RICHARDS, KELLY	CONFERENCE - WASHINGTON DC	CITY COUNCIL	438.45
154098	SAFETY SOURCE LLC	STEEL ROAD PLATES	ROADWAY MAINTENANCE	3,716.20
154099	SCHINDLER, ROGER	UB REFUND	WATER/SEWER OPERATION	178.21
154100	SCHMIDT, WILMA	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.17
	SCHMIDT, WILMA		UTIL ADMIN	44.15
	SCHMIDT, WILMA		UTIL ADMIN	209.36
154101	SISKUN POWER EQUIPMENT	WATER TANK	SIDEWALK MAINTENANCE	164.59
154102	SIX ROBBLEES INC	PARTS #J070	EQUIPMENT RENTAL	247.93
154103	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	597.30
154104	SNO CO AUDITOR	REPLENISHMENT ACCT #1532	GMA - STREET	628.50
154105	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	4,847.26
154106	SOUND PUBLISHING	ORDINANCE 3208	CITY CLERK	34.52
154107	SOUND PUBLISHING	ORDINANCE 3207	CITY CLERK	36.24
154108	SPEED, JANICE E	UTILITY TAX REBATE	NON-DEPARTMENTAL	93.47
154109	STAPLES	LOGI WIRELESS WAVE KEYBOARD	EXECUTIVE ADMIN	39.80
	STAPLES	VEHICLE INSURANCE CARD	RISK MANAGEMENT	113.55
154110	STARK, MAYDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.24
154111	STERICYCLE, INC.	ON-SITE REGULAR SERVICE	CITY CLERK	10.91
	STERICYCLE, INC.		UTILITY BILLING	10.91
	STERICYCLE, INC.	MONTHLY SHREDDING SERVICES	EXECUTIVE ADMIN	11.19
	STERICYCLE, INC.		LEGAL - PROSECUTION	11.20

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/9/2022 TO 3/9/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154112	STORK, MARK	UTILITY TAX REFUND	NON-DEPARTMENTAL	62.67
154113	STRAND, DELORA	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.91
154114	STULL, WILLIAM R	UB REFUND	WATER/SEWER OPERATION	287.32
154115	SUNBELT RENTALS	STUMP GRINDER	ROADSIDE VEGETATION	610.89
154116	SUNRISE PROPERTIES	BUSINESS LICENSE REFUND	GENL FUND BUS LIC &	65.00
154117	SUPRIYADI, NORMA	UTILITY TAX REFUND	NON-DEPARTMENTAL	23.23
154118	TASCHEREAU, MARTHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.67
154119	THOMAS, GREG	UB REFUND	WATER/SEWER OPERATION	6.54
154120	THOMAS, GREG		WATER/SEWER OPERATION	226.88
154121	THOMPSON, STELLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	15.56
154122	TONA, TERYL & MATIAS	UB REFUND	WATER/SEWER OPERATION	22.14
154123	TREHARNE, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.20
154124	TURK, JERRY		NON-DEPARTMENTAL	37.76
154125	TYLER BUSINESS FORMS	CHECK STOCK	FINANCE-GENL	729.34
154126	UNITED PARCEL SERVIC	SHIPPING/LATE FEE	POLICE PATROL	68.95
154127	VAN DYKE, JANET	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.43
	VAN DYKE, JANET		UTIL ADMIN	44.15
	VAN DYKE, JANET		UTIL ADMIN	209.36
154128	VAUGHAN, JEFFREY	CONFERENCE - WASHINGTON DC	CITY COUNCIL	438.45
154129	VERBON, RUSSELL	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.00
154130	VERIZON	AMR LINES	METER READING	361.65
154131	VIGLIANCO, JASON	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.16
	VIGLIANCO, JASON		UTIL ADMIN	44.15
	VIGLIANCO, JASON		UTIL ADMIN	209.36
154132	VISION CHURCH	CDBG-COVID 19 RELIEF	COMMUNITY	1,275.00
154133	WA ASPHALT PAVEMENT	ASPHALT PAVEMENT TRAINING	ENGR-GENL	65.00
154134	WASTE MANAGEMENT	YARD/RECYCLING SERVICE FEB 2022	RECYCLING OPERATION	473,785.97
154135	WEBCHECK	WEBCHECK SERVICE FEB 2022	UTILITY BILLING	1,349.86
154136	WENTWORTH, TONY	REFUND CLASS REGISTRATION	PARKS-RECREATION	75.00
154137	WESTERN EQUIPMENT	PARTS FOR #W023	SMALL ENGINE SHOP	580.32
	WESTERN EQUIPMENT	PARTS FOR #W023	SMALL ENGINE SHOP	625.86
154138	WILSON, JACLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.08
154139	WILSON, MORNA		NON-DEPARTMENTAL	33.46
154140	WITTERS, LINDSAY	UB REFUND	WATER/SEWER OPERATION	125.48
154141	ZIMBELMAN, ERVIN	UTILITY TAX REBATE	UTIL ADMIN	44.15
	ZIMBELMAN, ERVIN		NON-DEPARTMENTAL	71.03
	ZIMBELMAN, ERVIN		UTIL ADMIN	209.36
154142	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	56.29
154143	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	57.65
154144	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	57.80
154145	ZIPLY FIBER	DEERING WILDFLOWER UTILITY	PARK & RECREATION FAC	58.33
154146	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	51.85
	ZIPLY FIBER		POLICE PATROL	51.85
	ZIPLY FIBER		COMMUNICATION CENTER	51.85
	ZIPLY FIBER		UTILITY BILLING	51.85
	ZIPLY FIBER		GENERAL	51.85
	ZIPLY FIBER		GOLF ADMINISTRATION	51.85
	ZIPLY FIBER		COMMUNITY	103.71
	ZIPLY FIBER		DETENTION & CORRECTION	103.71
	ZIPLY FIBER		OFFICE OPERATIONS	103.71
	ZIPLY FIBER		GOLF ADMINISTRATION	103.71
	ZIPLY FIBER		CITY HALL	155.57
	ZIPLY FIBER		RECREATION SERVICES	207.41
	ZIPLY FIBER		WASTE WATER TREATMENT	259.26
	ZIPLY FIBER		UTIL ADMIN	259.26

DATE: 3/11/2022  
TIME: 9:47:51AM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 3/9/2022 TO 3/9/2022**

PAGE: 7 58

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			<b>WARRANT TOTAL:</b>	<b><u>1,050,902.81</u></b>
	TONY HAMILTON	CHECK LOST/DAMAGED	153360	\$700.00
	ROGER SCHINDLER	INITIATOR ERROR	153439	\$178.21

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**WARRANT TOTAL:**


**\$1,050,024.60**

# *Index #7*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 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 March 10, 2022 payroll in the amount \$1,594,910.66, paid by EFT Transactions and Check No. 33858 through 33876.

**COUNCIL ACTION:**



# *Index #8*

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

**CITY COUNCIL MEETING DATE: March 28, 2022**

<b>AGENDA ITEM: ILA with Snohomish County for Strawberry Fields Athletic Center Improvements</b>	
<b>PREPARED BY: TMizell</b>	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT: Parks, Culture and Recreation</b>	
<b>ATTACHMENTS:</b>	ILA (Including supporting documents)
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$1,000,000.00
This Interlocal Agreement with Snohomish County will provide financial assistance to make improvements at the Strawberry Athletic Fields Complex. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed <u>One Million and no/100 Dollars (\$1,000,000.00).</u>	

**RECOMMENDED MOTION:**  
I move to authorize the Mayor to sign and execute the ILA with Snohomish County for site improvements at Strawberry Fields reimbursable for up to \$1,000,000.00.

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE  
CITY OF  
MARYSVILLE FOR STRAWBERRY FIELDS ATHLETIC COMPLEX  
IMPROVEMENTS**

This interlocal agreement between Snohomish County and the City of Marysville for Strawberry Fields Athletic Complex improvements (this “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF MARYSVILLE, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

**RECITALS**

**A.** The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County’s residents in the most effective and efficient way possible; and

**B.** The County Executive and the County Council have determined that it is consistent with the General Policy Plan and in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

**C.** The City of Marysville owns the Strawberry Fields Athletic Complex, which is in need of improvements and renovation; and

**D.** The County Council has determined that funding improvements and renovations at the Strawberry Fields Athletic Complex will increase recreational opportunities for Snohomish County residents; and

**E.** The City of Marysville has provided the following: a confirmation from the City indicating ownership interest in the property (Attachment A, incorporated herein by this reference) and Proof of Insurance (Attachment B, incorporated herein by this reference).

**F.** Pursuant to this Agreement and Chapter 39.34 RCW, the City wishes to accept reimbursement from the County for the Project set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

### 1. **Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of funds to the City for the City's renovation and improvements to the Strawberry Fields Athletic Complex (the "Project") located at 6100 152<sup>nd</sup> Street NE; Marysville, WA 98271 (the "Property"). A legal description of the Property is attached as Attachment A and by this reference incorporated herein.

### 2. **Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website ("Effective Date"). This Agreement shall remain in effect for twenty years after the Effective Date, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that 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. **Administrators.**

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

#### **County's Initial Administrator:**

Kara Main-Hester, Chief RRO  
 Snohomish County Department of  
 Recovery and Resilience  
 3000 Rockefeller Ave. MS 407  
 Everett, WA 98201  
 (425) 262-2991 phone  
 Kara.main-hestler@snoco.org

#### **City's Initial Administrator:**

Tara Mizell, Director  
 City of Marysville Parks,  
 Culture and Recreation Dept.  
 6915 Armar Road  
 Marysville, WA 98270  
 (360) 363-8400 Phone  
 TMizell@marysvillewa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

#### 4. **Project Performance.**

4.1 **Certification of Real Property Interest.** The City represents to the County that the City owns the property upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 **City's Financial Commitment.** The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below. The total project cost is estimated at approximately \$1.7 million. The Strawberry Fields project was made possible by funds from the City's Growth Management Fund; State Interagency Committee for Outdoor Recreation (IAC); National Land, Water, and Conservation Fund; Pilchuck Soccer Alliance (named Marysville Youth Soccer Club at the time of construction); and HomeStreet Bank.

4.3 **Project Deadline.** On or before December 31, 2023, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 **Recognition of County as Financial Sponsor.** The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Property, whichever comes first, the City shall install at the Property a plaque in a form approved by the County that indicates that the County is a financial sponsor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Property and recognize the County at all such events as a financial sponsor of the Project; and

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 **Project Maintenance.** The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or the Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project, except as expressly set forth in this Agreement.

4.6 **Availability to County Residents.** The City shall make the Property and its facilities available to all County residents on the same terms as to residents of the City for the duration of this Agreement.

## 5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2023, the City shall submit to the County quarterly invoices requesting reimbursement of eligible expenses for the Project, as set forth in Attachment C, attached hereto and by this reference incorporated herein. The invoice shall provide line-item detail for materials, labor and overhead together with reasonable documentation substantiating such expenses and additional documentation as requested by the County, including but not limited to documentation as to what amounts have been spent by the City, on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City the amount of an invoice within thirty (30) working days of receipt. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed One Million and no/100 Dollars (\$1,000,000.00).

5.3 No Overpayments. In the event the Project is completed for less than the combined total of reimbursable expenses and the City's Financial Commitment, the County shall remit to the City an amount of equal to the difference between the City's Financial Commitment and the total reimbursable expenses. In no case shall the City retain funds that it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City shall return funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the funds have been expended for purposes not permitted by applicable law, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the City shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

## 6. Independent Contractor.

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

## 7. Indemnification/Hold Harmless.

The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all construction and use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and the execution of the Project contemplated by this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, 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.

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

**8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**9. Insurance.**

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

**10. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.



## **11. Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

## **12. Early Termination.**

12.1 [Intentionally Deleted].

12.2 [Intentionally Deleted].

12.3 Termination for Breach. In the event the City fails to complete the Project by December 31, 2023, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all funds previously provided by the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

## **13. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney’s fee and court costs.

#### **14. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

#### **15. Miscellaneous.**

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 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.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with 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. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and 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 in 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.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third-Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Public Records. 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 City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City 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 City 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 City 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 City(a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City 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 City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

15.14 Prevailing Wage. City shall comply with Washington State Prevailing Wage laws. Compliance with this section is material to this Agreement, any breach of this Section 15.14 is cause for County termination under Section 12.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

*(Signature page to follow)*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By

\_\_\_\_\_  
Name: Dave Somers  
Title: Executive

**CITY:**

City of Marysville, a Washington municipal corporation

By

\_\_\_\_\_  
Name:  
Title: Mayor

**Attest/Authenticate**

By

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

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

REAL ESTATE EXCISE TAX  
SALE PRICE 346,000  
RECEIPT NO. 12973

RECORDED

Filed for Record at Request of: JUL 29 1996

GRANT K. WEED N-96-029  
21 AVENUE A  
SNOHOMISH, WA 98290

BOB DANTINI, Snohomish County Treasurer  
By Boyer Deputy

96 JUL 26 PM 4: 17

RECORDER  
SNOHOMISH COUNTY WASH.  
DEPUTY

9607260796

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

FIRST AMERICAN 32461-1

### STATUTORY WARRANTY DEED

THE GRANTOR, MARCO ASSOCIATES, a Joint Venture, for and in consideration of THREE HUNDRED FORTY-SIX THOUSAND AND NO/100THS DOLLARS (\$346,000.00), in hand paid, conveys and warrants to CITY OF MARYSVILLE, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington:

Portions of the Northeast quarter of Section 34 and the Southeast quarter of Section 34, all in Township 31 North, Range 5 East, W.M., Snohomish County, Washington, described as follows:

Beginning 15 feet South of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34, Township 31 North, Range 5 East, W.M.; Thence West 1221 feet to the Point of Beginning; Thence continue West to West line of the Northeast quarter of said Section; Thence South to the Southwest corner of the Northwest quarter of the Southeast quarter; Thence East to a point 1521 feet West of East line of said Section; Thence North 1409 feet, more or less, to a point 1236 feet South of the North line of Southwest quarter of the Northeast quarter; Thence East 300 feet; Thence North 1221 feet to the Point of Beginning.

EXCEPT County roads;

EXCEPT following-described tract:

Beginning 15 feet South of the Southeast corner of the Northeast quarter of the Northeast quarter, Section 34, Township 31 North, Range 5 East, W.M.; Thence West 1221 feet to the Point of Beginning; Thence West 125 feet; Thence South 217 feet; Thence East 125 feet; Thence North 217 feet to said True Point of Beginning.

Situate in the County of Snohomish, State of Washington.

SUBJECT TO: Terms and conditions of instrument recorded September 26, 1938 under Auditor's file no. 633464.

AND SUBJECT TO: Terms and conditions of instrument recorded September 26, 1938, under Auditor's file no. 633474.

AND SUBJECT TO: Easement for pipeline, and conditions contained therein, as granted or reserved in instrument recorded at Auditor's file no. 1695569 in favor of Olympic Pipe Line Company.

AND SUBJECT TO: Easement for pipeline, and conditions contained therein, as granted or reserved in instrument recorded at Auditor's file no. 2258723 in favor of Olympic Pipe Line Company.

AND SUBJECT TO: Record of survey recorded at Auditor's file no. 7712220179.

AND SUBJECT TO: Easement for electric transmission line, and conditions contained therein, as granted or reserved in instrument recorded at Auditor's file no. 7802240323 in favor of Public Utility District No. 1 of Snohomish County, which instrument contains rights of access for purposes of

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

maintenance or repair and rights to cut or trim all brush or timber which constitutes a danger to said line.

DATED this 19th day of July, 1996.

MARCO ASSOCIATES, Seller

CITY ELECTRIC, INC., Partner

By [Signature]  
GABRIEL J. MARIAN, Vice President

CITY ELECTRIC, INC. PROFIT SHARING TRUST  
Partner

By [Signature]  
RICHARD H. SWEEZEY, Trustee

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that GABRIEL J. MARIAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of CITY ELECTRIC, INC., the partner of MARCO ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd day of July, 1996.

CAROL C. SCHORPP  
STATE OF WASHINGTON  
NOTARY PUBLIC  
My Commission Expires 5/4/97

[Signature]  
CAROL C. SCHORPP  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Monroe  
My commission expires 5/4/97

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that RICHARD H. SWEEZEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of CITY ELECTRIC, INC., PROFIT SHARING TRUST, the partner of MARCO ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd day of July, 1996.

CAROL C. SCHORPP  
STATE OF WASHINGTON  
NOTARY PUBLIC  
My Commission Expires 5/4/97

[Signature]  
CAROL C. SCHORPP  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Monroe  
My commission expires 5/4/97

ACCEPTED July 18th, 1996.

CITY OF MARYSVILLE, Grantee

By [Signature]  
DAVID WEISER, Mayor

ics/mv/marco.close 7/16/96

9607260796

VOL. 3191 PAGE 0962



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1420 Fifth Ave 15th Floor Seattle WA 98101	<b>CONTACT NAME:</b> Jamie Arnoldi	
	<b>PHONE (A/C No. Ext):</b> 949-627-7000	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> Jamie.Arnoldi@alliant.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Safety National Casualty Corpo		15105
<b>INSURED</b> City of Marysville 1049 State Ave, Suite 101 Marysville WA 98270-4234	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1951814254 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL6676153	1/1/2022	1/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR \$150,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA6675486	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$100,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 As respects Interlocal Agreement between Snohomish County and the City of Marysville for Strawberry Fields Athletic Center Improvements. County, its officers, officials, employees, and agents are included as Additional Insured as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

<b>CERTIFICATE HOLDER</b> Office of Recovery and Resiliency, Snohomish County Executive Office Attn: Kara Main-Hester 3000 Rockefeller Ave. M/S 407 Everett WA 98201-4046	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian A. White</i>
---	---

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- POLLUTION LIABILITY COVERAGE FORM

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.
<b>Designated Project, Location, or Work of Covered Operations:</b>
As per written contract or agreement with the above described person(s) or organization(s).

### **CHANGE**

**SECTION II - WHO IS AN INSURED** is amended to include:

4. The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:
  - a. Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions while actively engaged in the performance of your ongoing operations involving the project(s), locations(s), or work designated in the Schedule and as specified in the contract between you and the above scheduled Additional Insured(s).
  - b. The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
    - (1) If the "occurrence" or offense takes place subsequent to the execution and effective date of such written contract: and,
    - (2) While such written contract is in force, or until the end of the policy period, which ever occurs first.
  - c. **How Limits Apply to Additional Insured(s)**  
 The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:
    - (1) The limits of insurance specified in the written contract or written agreement; or,
    - (2) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**d. Obligations at the Additional Insured's Own Cost**

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 01/01/2022 Policy No. GL 6676153 Endorsement No.

Insured WASHINGTON PUBLIC ENTITY GROUP (WAPEG) Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

## Attachment C

### Project Description—Strawberry Fields Athletic Complex

Strawberry Fields Athletic Complex is a 71.09-acre regional sports field facility provides a natural setting among open space, trails, and the Quil Ceda Creek system. The facility opened in 2005. Total cost for acquisition and development of the park was \$1.9 million in 2005.

The Strawberry Fields Enhancement Project, partially funded by Snohomish County, will include the following:

- Conversion of natural turf soccer field to synthetic turf on field #1 (\$1.1 Million)
- Other improvements to the bleachers, playground and trails (\$600,000.00)

The City may only receive reimbursement according to the following:

1. The City will be reimbursed by the County for eligible expenses incurred in executing the portion of the Project for conversion of field #1 from natural turf to synthetic turf, in an amount not to exceed the Contract Maximum of \$1,000,000.00.

Eligible expenses for which the City may request reimbursement:

1. Construction costs on field #1 including wages, maintenance, supplies and materials for conversion of natural turf soccer field to synthetic turf soccer field.
2. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the City seeks reimbursement.


PROJECT BUDGET		
ITEM	COUNTY	MARYSVILLE
1. Upgrade of Strawberry Fields Athletic Complex	\$1,000,000.00	\$700,000.00
Total	\$1,000,000.00	\$700,000.00

# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 28, 2022**

<b>AGENDA ITEM:</b>	
Project Acceptance – Centennial Trail Connector	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Woods	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Notice of Physical Completion Letter	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000, P1601	N/A
<b>SUMMARY:</b>	

The Centennial Trail Connector project included the development of approximately 1.5 miles of a multi-use trail, connecting Bayview Trail to Centennial Trail. The project also constructed improvements to the intersection at 84<sup>th</sup> St NE and 83<sup>rd</sup> Ave NE, stormwater facilities, sidewalks, and other misc. work. The project was mostly funded in part by WSDOT and the Department of Commerce.

City Council awarded the project to Trimaxx Construction, Inc. on January 11, 2021 in the amount of \$1,316,359.58, as well as a Management Reserve of \$133,640.42, for a total allocation of \$1,450,000.00.

The project was completed at a cost of \$1,314,449.75 which was below the awarded amount and therefore Management Reserve was not used.

Construction Total	\$1,314,449.75
WSDOT Grant:	\$462,500.00
Dept. Of Commerce Grant	\$622,740.00

Total Construction Cost to City (P1601)    \$229,209.75

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to accept the Centennial Trail Connector project, starting the 60-day lien filing period for project closeout.



**MARYSVILLE**  
PUBLIC WORKS

July 30, 2021

Trimaxx Construction  
Attn: Chris Monson  
2112 Buchanan Loop  
Ferndale, WA 98248

**SUBJECT: Centennial Trail Connector – NOTICE OF PHYSICAL COMPLETION**

Dear Chris,

In accordance with Section 01 70 00 of the Special Provisions, this project was considered physically complete as of today, Friday, July 30<sup>th</sup>, 2021. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

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

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

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

Kyle Woods  
Project Engineer

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270

# *Index #10*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 28, 2022**

<b>AGENDA ITEM:</b>	
Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the Sunnyside Blvd & 52 <sup>nd</sup> ST NE Signalization Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Woods, Project Engineer	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Local Agency Agreement Local Agency Federal Aid Project Prospectus	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000.R2001	N/A
<b>SUMMARY:</b>	

The City was awarded \$535,940.00 in construction funds from FHWA Congestion Mitigation and Air Quality Improvement Program (CMAQ), towards the Sunnyside Blvd & 52<sup>nd</sup> ST NE Signalization project. This local agency agreement with WSDOT will obligate \$535,940.00 to be used towards construction.

Since this is a federally funded project, local agency federal funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate construction funds. The agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

Below is an estimated cost breakdown:

<u>Engineer's Estimate for Construction</u>	\$ 761,332.00
FHWA CMAQ Grant	\$ 535,940.00
Total estimated cost to City	\$ 225,392.00

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the attached Local Agency Agreement and Local Agency Federal Aid Project Prospectus, thereby laying the groundwork for authorization of \$535,940.00 in FHWA CMAQ funds for construction.



# Local Agency Agreement

Agency

Address

**CFDA No. 20.205 - Highway Planning and Construction**  
(Catalog of Federal Domestic Assistance)

**Project No.**

**Agreement No.**

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name Length  
Termini  
**Description of Work**

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate	
Yes	No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
% a. Agency			
% b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)			
Right of Way			
% f. Agency			
% g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
% k. Contract			
% l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)			

**Agency Official**

By

Title

**Washington State**

**Department of Transportation**

By Director, Local Program

Date Executed

## Construction Method of Financing (Check Method Selected)

### State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

### Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

\_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_.

## Provisions

### I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

### II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

### III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

### IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

### V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

### **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

### **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

### **XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## **Additional Provisions**



# Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		( WSDOT Use Only )		Federal Employer Tax ID Number	

Agency	CA Agency Yes No	Federal Program Title 20.205 Other			
Project Title		Start Latitude N		Start Longitude W	
		End Latitude N		End Longitude W	
Project Termini From-To		Nearest City Name			Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.					
Total					

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width	Number of Lanes

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Local Agency Contact Person		Title		Phone	
Mailing Address			City	State	Zip Code
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency	Project Title	Date
--------	---------------	------

**Type of Proposed Work**

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

**Geometric Design Data**

Description	Through Route			Crossroad		
<b>Federal Functional Classification</b>	Urban	Principal Arterial		Urban	Principal Arterial	
		Minor Arterial			Minor Arterial	
	Rural	Collector		Rural	Collector	
		Major Collector			Major Collector	
	NHS	Minor Collector		NHS	Minor Collector	
		Local Access			Local Access	
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

**Performance of Work**

Preliminary Engineering Will Be Performed By	Others	Agency
	%	%
Construction Will Be Performed By	Contract	Agency
	%	%

**Environmental Classification**

<p>Class I - Environmental Impact Statement (EIS)</p> <p>Project Involves NEPA/SEPA Section 404 Interagency Agreement</p> <p>Class III - Environmental Assessment (EA)</p> <p>Project Involves NEPA/SEPA Section 404 Interagency Agreements</p>	<p>Class II - Categorically Excluded (CE)</p> <p>Projects Requiring Documentation (Documented CE)</p>
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Environmental Considerations



Agency	Project Title	Date
--------	---------------	------

<b>Right of Way</b>				
<b>No Right of Way Needed</b> * All construction required by the contract can be accomplished within the existing right of way.	<b>Right of Way Needed</b> <table border="1" style="width: 100%; text-align: center;"> <tr> <td data-bbox="613 281 964 390">No Relocation</td> <td data-bbox="964 281 1523 390">Relocation Required</td> </tr> </table>		No Relocation	Relocation Required
No Relocation	Relocation Required			

<b>Utilities</b>	<b>Railroad</b>
No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract	No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project?    Yes    No
---

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.


Agency \_\_\_\_\_  
 Date \_\_\_\_\_ By \_\_\_\_\_ Mayor/Chairperson

# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 28, 2022**

<b>AGENDA ITEM:</b>															
Project Acceptance – 2019 Citywide Highway Safety Improvements Project (HSIP)															
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>														
Steven Miller, Senior Project Manager															
<b>DEPARTMENT:</b>															
Public Works, Engineering															
<b>ATTACHMENTS:</b>															
Notice of Physical Completion Letter															
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>														
30500030.563000.R1901	N/A														
<b>SUMMARY:</b>															
<p>This project constructed traffic safety improvements along 64<sup>th</sup> ST NE (SR528) including:</p> <ul style="list-style-type: none"> <li>- Signal improvements at 64<sup>th</sup> / 60<sup>th</sup> Dr. NE and speed radar signs near 65<sup>th</sup> Dr. NE</li> <li>- Replaced signal heads and cabinet at 64<sup>th</sup> / 67<sup>th</sup> Ave. NE</li> <li>    Installed advanced warning beacon east of 68<sup>th</sup> Ave. NE.</li> <li>- Replaced ADA ramp and installed rectangular rapid flashing beacons at 100<sup>th</sup> St. NE and 59<sup>th</sup> Dr. NE.</li> <li>- Installed high friction surface treatment and curve warning signs at Smokey Pt. Blvd. near 140<sup>th</sup> St. NE.</li> </ul> <p>City Council awarded the 2019 Citywide HSIP construction contract to Colacurcio Bros., Inc. on February 8, 2021 for the bid amount of \$589,897 and also awarded a 5% management reserve in the amount of \$29,495, for a total allocation of \$619,392.</p> <p>The project was completed in the amount of \$619,357 which is \$29,460 (5%) over the original bid amount due to changes in anticipated contract bid item quantities based on actual site conditions.</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;"><u>Construction Total</u></td> <td style="text-align: right;">\$619,357</td> </tr> <tr> <td style="text-align: right;">FHWA HSIP Grant</td> <td style="text-align: right;">\$496,272</td> </tr> <tr> <td style="text-align: right;">City</td> <td style="text-align: right;">\$123,085</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td style="text-align: right;"><u>Construction Support Services by TSI</u></td> <td style="text-align: right;">\$47,128</td> </tr> <tr> <td style="text-align: right;">FHWA HSIP Grant</td> <td style="text-align: right;">\$47,128</td> </tr> </table> <table border="1" style="margin-left: auto; margin-right: auto; width: 50%;"> <tr> <td style="text-align: right;">Total Construction Cost to City</td> <td style="text-align: right;">\$123,085</td> </tr> </table>		<u>Construction Total</u>	\$619,357	FHWA HSIP Grant	\$496,272	City	\$123,085			<u>Construction Support Services by TSI</u>	\$47,128	FHWA HSIP Grant	\$47,128	Total Construction Cost to City	\$123,085
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City	\$123,085														
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FHWA HSIP Grant	\$47,128														
Total Construction Cost to City	\$123,085														

**RECOMMENDED MOTION:**  
 I move to authorize the Mayor to accept the 2019 Citywide HSIP project, starting the 60-day lien filing period for project closeout.

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3-28-22**

<b>AGENDA ITEM:</b>	
PSA between City of Marysville and City of Everett for work completed by Bridgeways	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Suzanne Elsner	<i>SSE</i>
<b>DEPARTMENT:</b>	
Court	
<b>ATTACHMENTS:</b>	
PSA	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

This agreement is for the work to be completed by Bridgeways on behalf of the City of Marysville and the City of Everett for the Therapeutic Court established after receiving a grant from the Administrative Office for the Courts. The City of Everett will be the grant administrators.

**RECOMMENDED MOTION: Authorize the Mayor to sign the Professional Services Agreement.**



## PROFESSIONAL SERVICES AGREEMENT



**THIS AGREEMENT** made and entered into as of this a day of March, 2022, by and among the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington (“Everett”), the **CITY OF MARYSVILLE**, a municipal corporation under the laws of the State of Washington (“Marysville”) and Bridgeways, a Washington nonprofit corporation, whose address is 5801 – 23<sup>rd</sup> Drive West, #104, Everett, WA 98203 (the “Service Provider”). Everett and Marysville are collectively referred to in this Agreement as the “Cities.”

**WHEREAS**, the Cities jointly applied to the Washington State Administrative Office of the Courts (“AOC”) for a grant to fund community-based therapeutic interventions for individuals before the Everett, Marysville, and Lake Stevens Municipal Courts (the Marysville Municipal Court is contracted as the Lake Stevens Municipal Court) with substance abuse disorders or other behavioral health needs; and

**WHEREAS**, AOC awarded the grant, Grant Agreement GRT22440 (the “Grant”), with Everett as the Administrator of the grant; and

**WHEREAS**, the Cities desire to engage the Service Provider to carry out Grant activities for the Cities; and

**WHEREAS**, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The Cities hereby agree to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the Cities, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the Cities and Service Provider. Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the Cities for all purposes, whether the project for which they are made is executed or not, and may be used by the Cities for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the Cities, belong to the Cities. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service

Provider for its performance of this Agreement.

2. **Everett as Administrator.** Everett and Marysville are the recipients of the Grant. Everett is the administrator of this Agreement and will be solely handling all Grant funds. Notwithstanding anything to the contrary in this Agreement, (A) Service Provider will look solely to Everett for payment under this Agreement and (B) any consent, approval, notice or other action under this Agreement may be given or received by Everett on behalf of the Cities.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by 06/30/2023.

4. **Compensation.**

A. The Cities shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the Cities in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the Cities. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized Cities representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of Cities. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the Cities, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the Cities. If authorized, the Cities may (at their sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Three Hundred Seven Thousand, Eight Hundred Seventeen Dollars (\$307,817.00).

E. If Service Provider fails or refuses to correct its work when so directed by the Cities, the Cities may withhold from any payment otherwise due an amount that the Cities in good faith believes is equal to the cost to the Cities of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the Cities justifying the request for payment; (b) submit a report of

Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the Cities, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett  
 Attn.: Sharon Whittaker  
 3028 Wetmore Avenue  
 Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the Cities, and if found to be unacceptable, Service Provider shall correct and deliver to the Cities any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the Cities' determinations concerning acceptability of Work.

7. **Termination of Contract.** The Cities reserve the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The Cities do not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, the Cities may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The Cities may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized Cities representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.



9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the Cities.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the Cities from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the Cities pursuant to this Section 10 whether a Claim is asserted directly against the Cities, or whether it is asserted indirectly against the Cities, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the Cities. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the Cities. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the Cities, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the Cities, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "Cities" includes Everett, Marysville, their officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the Cities to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the Cities.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the Cities authorize sublet work, the Service Provider shall require each subcontractor to provide

Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If all parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the Cities and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the Cities. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the Cities, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the Cities with a Certificate of Insurance acceptable to the Everett City Attorney and the Marysville City Attorney evidencing the required insurance. Service Provider shall provide the Cities with either (1) a true copy of an endorsement naming the City of Everett, the City of Marysville, and their officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the Cities of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the Cities with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the Cities may, at their option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the Cities may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the Cities for such cost.

## 12. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the Cities from and against any claims, valid or otherwise, made against the Cities because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the Cities under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the Cities, or will not be performed at any place of business of the Cities, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other

state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the Cities. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the Cities free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. **Employment/Conflict of Interest.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, 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 Service Provider, 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 Cities shall have the right to annul 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. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the Cities.

14. **Audits and Inspections.** At any time during normal business hours and as often as the Cities may deem necessary, the Service Provider shall make available to the Cities for the Cities' examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the Cities to audit,

examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **Business License.** Service Provider agrees to obtain a City of Everett business license and a City of Marysville business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the Cities are subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the Cities are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the Cities or Service Provider. Service Provider shall cooperate with the Cities so that the Cities may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the Cities, Service Provider shall deliver to the Cities copies of all records relating to this Agreement or relating to the Work that the Cities determine qualify as the Cities' public records under the Act. If the Cities receive a public records request relating to this Agreement or relating to the Work, the Cities shall seek to provide notice to Service Provider at least ten (10) days before the Cities release records pursuant to such public records request, but in no event will the Cities have any liability to Service Provider for any failure of the Cities to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the Cities from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of the Grant. Service Provider acknowledges receipt of a copy of the Grant.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

21. **Waiver**. Any waiver by the Service Provider or the Cities or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement**. This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement**. This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the Cities and the Service Provider.

24. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices**.

A. Notices to the Cities shall be sent to the following addresses:

City of Everett  
Attn.: Sharon Whittaker  
3028 Wetmore Avenue  
Everett, WA 98201

City of Marysville  
Attn: Suzanne Elsner  
1015 State Avenue  
Marysville, WA 98270

B. Notices to the Service Provider shall be sent to the following address:

Bridgeways  
Attn: Andrea Duffield  
5801 – 23<sup>rd</sup> Drive W. #104  
Everett, WA 98203

26. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **City Marks**. The Service Provider will not use any trade name, trademark, service mark, or logo of the Cities (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the Cities' express prior written consent.

29. **No Personal Liability**. No officer, agent or employee of the Cities shall be personally

responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

30. **Signature/Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution and delivery of this Agreement by the parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or similar e-signature method.

31. **No Third-Party Beneficiary.** The Cities and Service Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**IN WITNESS WHEREOF**, the Cities and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_  
Cassie Franklin, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date



**CITY OF MARYSVILLE,  
WASHINGTON**

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**SERVICE PROVIDER:** Please fill in the spaces and sign in the box appropriate for your business entity.

<b>Corporation</b>	<p>_____</p> <p>[Service Provider's Complete Legal Name]</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<b>Partnership (general)</b>	<p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p>
<b>Partnership (limited)</b>	<p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p>
<b>Sole Proprietorship</b>	<p>_____</p> <p>Typed/Printed Name:</p> <p>_____</p> <p>Sole Proprietor:</p> <p>Date: _____</p>
<b>Limited Liability Company</b>	<p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Managing Member</p> <p>Date: _____</p>

**EXHIBIT A**  
**SCOPE OF WORK**

**General**

Service Provider agrees that the purpose of all Work done in furtherance of this Professional Services Agreement is to identify individuals before the Everett Municipal Court and Marysville Municipal Court with substance use disorders or other behavioral health needs and engage those individuals with rapid assessment tools and community-based therapeutic interventions.

**Program Startup – SUD Professional Hire – Other**

- Pay for recruiting costs and hire a substance use disorder professional (“SUDP”) who is licensed, understands substance use disorder (SUD), and understands the complex challenges that people living with substance use disorder may contend with across various life domains.
  - This individual will either already know, or will quickly develop knowledge of, service providers throughout the area and how to facilitate engagement with their programs.
  - This individual will have primary responsibility for conducting SUD assessments for justice-involved individuals
- Utilize time of one or more Bridgeways new hire(s) for program setup

**Program Participation – SUD Professional – Mental Health Counseling & Supervision - Costs**

- The SUDP will be a key part of the Program. They will:
  - Provide access to appropriate assessments for SUD to defendants at the Everett Municipal Court and the Marysville Municipal Court in a timely manner. Timing will be decided upon by the Cities and Bridgeways and is likely to be the date of arraignment or as soon thereafter as possible.
  - Document assessment results, which will be based on the American Society of Addiction Medicine placement criteria.
  - Following the assessment, if enrollment into a drug treatment program is recommended, determine the proper course of care (service plan) in light of the assessment result and include within the assessment report a recommendation for how the defendant can get into the recommended treatment in the shortest amount of time possible.
  - Serve as the liaison to the Everett and Marysville SUD Court Program.
- An existing Bridgeways employee’s time will be increased and/or duties will be transitioned among existing and new hires to serve as a Supervisor and Clinical Mental Health Counselor (CMHC). In addition to providing oversight of the SUD Court Program and ensuring compliance to program guidelines and best practices, they will:
  - Provide short-term counseling services as needed, consistently with the service plan
  - Assist participants in finding long-term counseling support, services, and referrals
  - In accordance with established program guidelines, pay for/reimburse client expenses that are necessary for long-term support and services, including bus cards or other transportation costs, clothing, basic needs, utility and/or phone assistance, and routine

drug testing

- Supervise the SUDP and fill in as necessary
- Bridgeways will also pay support personnel (Clinical Supervisor and Clinical Assistant) costs.
  - The Clinical Supervisor is responsible for the oversight of the program. They meet with the team members regularly to problem solve any clinical issues, provide backup as needed, assist with treatment planning, and ensure that the quality of the program and plans are maintained.
  - The Clinical Assistant is responsible for assisting with any authorizations for services and follow-up billing. They can also support the clinical staff in getting the incentive rewards, ordering items/supplies needed by clinicians, coordinating schedules if needed, etc. This allows clinicians to maintain a greater amount of time with direct higher-skilled tasks related to client care.
- Cover Non-Salary Costs for Employees assigned to the Program
  - Mileage reimbursement
  - Cell phone service
  - Computer software
  - Clinical licensure and continuing education
  - Computer hardware

### **Additional Services to Participants – Peer Advocacy – Other Client Support Services**

- Increase an existing Bridgeways employee's time to serve as a Peer Advocate, who will provide Peer Support Services, work with participants and advocate for participants.
  - Peer advocates are people who have gone through SUD treatment and are available to share their own stories, support participants to develop hope and improve their lives, and share tools, skills and information with drug treatment court participants.
  - Peer advocates should be sensitive to needs and concerns of those communities of color who have traditionally been underserved by the justice system.
  - A peer advocate shall not bear the responsibility of monitoring compliance or reporting non-compliance to the Courts or Judges.
- Provide other client support services as necessary and appropriate. This might include helping coordinate with participants and possibly their families to identify services and activities that promote recovery and lead to increased meaning and purpose.
- Utilize case management services, one-to-one sessions, and peer groups to manage case to successful outcomes, including sustainable stability and community responsibility; develop goals, promote personal responsibility for recovery.

### **Reporting**

- Service Provider shall assist the Everett Municipal Court and Marysville Municipal Court with record-keeping and data reports, as requested by the State Administrative Office of the Courts

and in accordance with scheduled due dates

- Reporting due dates are April 30, 2022, September 30, 2022, February 28, 2023, and July 15, 2023.

**EXHIBIT B  
COMPENSATION**

**ALTERNATE A [STAFFING RATE UP TO A MAXIMUM AMOUNT]**

The Cities shall pay the Service Provider a sum equal to the amount of hours actually worked for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

<b>Name</b>	<b>Responsibility</b>	<b>Rate</b>	<b>Maximum</b>
1.0 FTE	SUD Professional Work	\$10,876/month	\$163,140
0.5 FTE	Peer Advocacy Services	\$3,078/month	\$46,170
0.25 FTE	Supervisor & Clinical Mental Health Counselor	\$3,078/month	\$46,170
0.20 FTE	Support Personnel – Clinical Supervisor & Clinical Assistant	\$1,540/month	\$23,100
	Program Setup		\$12,313
			<b>\$290,893</b>

**ALTERNATE B [LUMP SUM]**

The Cities shall pay Service Provider \_\_\_\_\_ dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

**ALTERNATE C [PROGRESS PAYMENTS]**

The Cities shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

<b>Task</b>	<b>Amount Paid upon Completion of Task</b>

**EXHIBIT C**  
REIMBURSABLE EXPENSES

<b>Type of Expense</b>	<b>Maximum Per Item</b>	<b>Cumulative Maximum</b>
Client Support Expenses	\$250/month	\$3,750
Mileage	\$150/month	\$2,250
Cell Phones		\$1,524
Computer Software		\$6,000
Clinical Licensure		\$500
Continuing Education		\$500
Computer Hardware		\$2,400
<b>Total</b>		<b>\$16,924</b>

**STATE RETIREMENT SYSTEMS FORM**  
**ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM**

1. Does Service Provider have twenty-five (25) or more employees?  Yes  No  
 IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.  
 IF NO: ANSWER QUESTIONS 2 AND 3.
2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No
3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

**IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.**

Service Provider Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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




# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 28, 2022**

<b>AGENDA ITEM:</b>	
Construction, Credit and Reimbursement Agreement for the Whiskey Ridge Sewer System	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Jeff Laycock	
<b>DEPARTMENT:</b>	
Public Works – Engineering	
<b>ATTACHMENTS:</b>	
Construction, Credit and Reimbursement Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	

PNW Investors, LLC (Developer) has requested that the City enter into an agreement, as authorized by RCW 35.91.020(1)(b), to provide sewer service to the Whiskey Ridge subarea. The City will furnish the design of the Whiskey Ridge Sewer Lift Station and Force Main. Council approved the professional services agreement for design with RH2 Engineering on February 28, 2022. Under this agreement, the developer will front the cost for construction of the lift station and force main.

Since the lift station and force main project is identified in the sewer comprehensive plan as a capital improvement project, the developer would be entitled to credits towards future sewer capital improvement charges per MMC 14.07.100, thereby offsetting the cost of construction and other tangible items identified in the agreement. Furthermore, the developer will be designing and constructing gravity sewer improvements, which will directly benefit properties within the sewer basin. The developer would be able to recover costs for the gravity sewer improvements that benefit other properties through a recovery contract per MMC 14.07.090.

Due to the number of assemblages being proposed by the developer and the funding arrangements described above, City staff and the developer desire to formalize an agreement to provide certainty for cost recovery, administration of such, and to define specific considerations for the City and developer with the ultimate goal of providing sewer service for the basin.

<p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the agreement with PNW Investors, LLC concerning the Whiskey Ridge Sewer System.</p>
--

## CONSTRUCTION, CREDIT AND REIMBURSEMENT AGREEMENT

**This Construction, Credit and Reimbursement Agreement** (this “Agreement”) is hereby entered into by and between the City of Marysville (“City”), a municipal corporation, and PNW Investors, LLC (“PNWI LLC”), a Washington limited liability corporation, either one of whom may be referred to herein as “Party” or collectively as the “Parties.” This Agreement is executed as of the last date signed below.

### I. RECITALS

1. Pursuant to the Whiskey Ridge Subarea Plan, adopted pursuant to City Ordinance No. 2696 and the 2011 Sewer Comprehensive Plan, adopted pursuant to City Ordinance No. 2892, the City has (i) determined that there is a public need for a sewer lift station and force main in the Whiskey Ridge Subarea to serve future planned development (the “Whiskey Ridge Sewer Lift Station and Force Main”); and (ii) established a capital improvement plan to construct and operate the Whiskey Ridge Sewer Lift Station and Force Main pursuant to Capital Improvement Project No. PS-a.
2. The City has identified real property with a common address of 3920 Densmore Road, Snohomish County Assessor’s Parcel No. 005907000-24400, 23501, and 23505 (the “Colvin Property”), as the appropriate location for the Whiskey Ridge Sewer Lift Station; the legal description of which is attached hereto as Exhibit A and incorporated herein by reference.
3. The City elected to invest in the design of the Whiskey Ridge Sewer Lift Station and Force Main during Calendar Year 2022.
4. PNWI LLC has entered into agreements to acquire and develop certain real property within the area to be benefitted by the Whiskey Ridge Sewer Lift Station and Force Main, including the Colvin Property and other properties as set forth in this Agreement.
5. PNWI LLC has approached the City, pursuant to RCW 35.91.020, indicating that it is under contract to purchase and develop the Colvin Property, and such other properties within the benefitted area of the Whiskey Ridge Sewer Lift Station and Force Main and has proposed to construct the Whiskey Ridge Sewer Lift Station and Force Main in exchange for credit towards sewer capital improvement charges per MMC 14.07.100, and to construct certain sewer mains leading to/from said Whiskey Ridge Sewer Lift Station as discussed herein, for which PNWI LLC shall request reimbursement of such costs through a recovery contract per MMC 14.07.090.
6. The City has elected to participate in the financing of the Whiskey Ridge Sewer Lift Station and Force Main in accordance with RCW 35.91.020(1)(b). The City’s participation in financing the facilities is limited to providing design and engineering plans for the Whiskey Ridge Sewer Lift Station and Force Main, including monitoring construction to ensure compliance with the design and development standards.

7. The Parties enter into this Agreement to facilitate construction of the Whiskey Ridge Sewer Lift Station and Force Main pursuant to the terms and conditions herein under Chapter 35.91 RCW and applicable adopted City regulations.

## II. AGREEMENT

### A. Design and Engineering of Lift Station, Force Main and Gravity Main.

1. The City shall, at its expense (except as discussed in this Section II.A), design, engineer and approve plans for (1) the Whiskey Ridge Sewer Lift Station, and (2) Force Main, utilizing an engineer of its selection.

2. The performance specifications for the Whiskey Ridge Sewer Lift Station and the Force Main shall be designed and engineered to meet the City's long-term planning capacity requirements for the benefitted area set forth on the Map in Exhibit B hereto and incorporated herein by reference (the "Benefitted Area"; inclusive of PNWI LLC's development projects set forth in Section II.D.3 of this Agreement).

3. The Force Main shall extend Southerly from the Whiskey Ridge Sewer Lift Station within the Densmore Road right-of-way from the Whiskey Ridge Sewer Lift Station to a sewer manhole to be constructed within Densmore Road at the NE corner of Snohomish County Tax Parcel #005907000-30500 pursuant to City File No. PA20-0051 and No. G21-0048.

4. PNWI LLC shall, at its expense and in concert with the engineering for the Whiskey Ridge Sewer Lift Station and Force Main, design, engineer and submit for the City's approval, a primary gravity main (the "Gravity Main") to be located within Densmore Road and East Sunnyside School Road northerly from the Whiskey Ridge Sewer Lift Station. The northerly terminus of the Gravity Main shall be at the intersection of 87<sup>th</sup> Avenue NE and East Sunnyside School Road. The Gravity Main shall be sized and designed as such to provide adequate long-term capacity to service real property within the Benefitted Area that the City anticipates utilizing the Gravity Main, as recommended by RH2, Inc. in its August 21, 2021 analysis. All costs incurred by PNWI LLC in designing, engineering and pulling a permit for the Gravity Main shall be known as the "Gravity Approval Costs."

5. To facilitate the City's timely design and engineering of the Whiskey Ridge Sewer Lift Station and Force Main under this Section II.A, PNWI LLC shall perform the following surveys, tests, and studies (collectively known as "PNWI Costs Part A"):

- a. A survey of Densmore Road for construction of the Whiskey Ridge Sewer Lift Station and Force Main;
- b. A survey of East Sunnyside School Road to the intersection of 87<sup>th</sup> Avenue NE and East Sunnyside School Road for construction of the Gravity Main;
- c. Geotechnical evaluations and reporting as required by the City's chosen engineer, which may include, but not be limited to:

- i. Test drilling of three (3) deep wells to a depth of thirty (30) feet at locations identified by the City's chosen engineer for the Whiskey Ridge Sewer Lift Station;
  - ii. Test drilling of four (4) shallow wells to a depth of ten (10) feet north of the Whiskey Ridge Sewer Lift Station within Densmore Road and East Sunnyside School Road;
  - iii. Test drilling of five (5) shallow wells to a depth of ten (10) feet south of the Whiskey Ridge Sewer Lift Station within Densmore Road; and
  - iv. All geotechnical evaluations and reporting as required by this Section II.A.5.c shall be subject to change and prior approval as required by the City's chosen engineer to ensure adequate analysis and informational content.
- d. Prepare and submit a traffic control and detour plan to (i) identify a preferred short term detour route to enable East Sunnyside School Road between 87<sup>th</sup> Avenue NE and Densmore Road to be closed during construction of the Gravity Main to minimize costs for traffic control and construction; and (ii) timely engage with and seek the support of the applicable regulatory agencies (specifically, the City of Lake Stevens, Snohomish County and State of Washington DOT) regarding the same, which the City shall support where possible.
- e. Such other tests, surveys, studies, or reports as determined reasonably necessary by the City to facilitate timely design, engineering and approval of the Whiskey Ridge Sewer Lift Station and Force Main (herein known as "Miscellaneous Costs"). Any Miscellaneous Costs shall be pre-approved in writing by the City, confirming that such additional work is necessary and will be considered part of the PNWI Costs Part A.
- f. In addition to the above, those invoiced costs invested by PNWI LLC associated with the August 21, 2021 RH2 LLC preliminary assessment shall be part of the PNWI Costs Part A. A complete copy of these invoices will be provided to the City within thirty (30) days following acceptance of this Agreement by the City.

6. PNWI LLC shall maintain records of expenses and deliver to the City all receipts for PNWI Costs Part A prior to issuance of approved plans.

7. In consideration of reducing costs, eliminating duplicative work, and minimizing redundancies, the City will incorporate the following elements into the design, engineering and approval of the Whiskey Ridge Sewer Lift Station, Force Main and Gravity Main, as applicable:

- a. No asphalt overlay shall be required on Densmore Road following construction of the Gravity Main and Force Main for the following reasons: (i) nominal local vehicular traffic, and (ii) the City's long-term plan to convert Densmore Road to a

public multi-use trail pursuant to the Whiskey Ridge Subarea Plan. Instead, only a permanent asphalt patch over trenching along Densmore Road will be required.

- b. Plans shall include a full asphalt overlay on East Sunnyside School Road between 87<sup>th</sup> Avenue NE and Densmore Road.
- c. Due to the inability to provide for storm water retention/detention within the Lift Station Tract (defined in Section II.C), to the extent that the same is deemed necessary, the Parties agree to locate any necessary retention/detention addition within the “Colvin PRD” (both identified further below), at the discretion of PNWI LLC; and to incorporate same into approved storm water plans.

8. The City shall authorize the production of engineering plans and specifications for construction of the Whiskey Ridge Sewer Lift Station and Force Main in accordance with the schedule provided by RH2 LLC in Exhibit F of this Agreement, with the objective of completing approval of the construction plans for the Lift Station, Force Main on June 30, 2022 (the “Issuance Date”). The City shall provide PNWI LLC with notice not later than thirty (30) days prior to June 30, 2022 if, in its assessment, the Issuance Date for completion of engineering plan approval is not timely forthcoming. In such case, the Parties shall meet and confer in good faith within ten (10) calendar days of such notice to discuss (i) when the City anticipates issuing the approved plans, and (ii) agreement upon a revised schedule.

As individual plans or portions thereof are finalized by the City’s engineer, the City shall release to PNWI LLC such details as will allow PNWI LLC to begin ordering materials prior to the beginning of construction.

9. PNWI LLC shall immediately authorize the production of engineering plans and specifications for construction of the Gravity Main, with the objective of applying to the City for approval of the Gravity Main on or before April 11, 2022. PNWI LLC’s engineer shall coordinate the design and engineering of the Gravity Main with the Lift Station design engineering so as to facilitate the City’s review and approval of the Gravity Main in a manner consistent with the Issuance Date.

## **B. Construction.**

1. PNWI LLC shall, at its own expense and subject to the credit and reimbursement provisions of this Agreement, construct the Whiskey Ridge Sewer Lift Station and Force Main and Gravity Main according to plans approved by the City pursuant to Section II.A.

2. The City shall, at its own expense, retain a design engineer of its choosing for the duration of construction for monitoring, inspections, field changes, and acceptance of project elements as construction progresses.

3. All PNWI LLC’s costs for construction for the Whiskey Ridge Sewer Lift Station and Force Main under this Section II.B shall be known as the “PNWI Costs Part B.”

4. All of PNWI LLC's costs for construction of the Gravity Main under this Section II.B shall be known as the "Gravity Main Construction Costs."

5. PNWI LLC shall maintain records of expenses and deliver to the City all receipts for PNWI Costs Part B and Gravity Main Construction Costs within one hundred twenty (120) days following final inspection approval. PNWI LLC shall keep separate records of expenses and costs for (i) PNWI Costs Part B, and (ii) Gravity Main Construction Costs.

**C. Boundary Line Adjustment, Dedication, and Lift Station Property Valuation.**

1. PNWI LLC shall apply for a boundary line adjustment of the Colvin Property as part of a Planned Residential Development on the Colvin Property (the "Colvin PRD"), for the purpose of creating a "Lift Station Tract" to site the physical location of Whiskey Ridge Sewer Lift Station from the remainder of the Colvin Property. The Lift Station Tract shall be conveyed by statutory warranty deed to the City together with the Lift Station and the Force Main upon acceptance of the Whiskey Ridge Sewer Lift Station by the City. The physical area required for the Lift Station Tract shall be as generally depicted in the RH2, Inc. analysis dated August 21, 2021 as "Alternative 2", a copy of which is attached and incorporated herein as Exhibit C. The area to be boundary line adjusted for the Lift Station Tract shall generally conform to the map attached hereto as Exhibit D, subject to such minor adjustments as may be determined reasonably necessary to accommodate the approved construction plans for the Lift Station and the Colvin PRD.

2. The parties acknowledge that as part of the design, engineering and construction of the Whiskey Ridge Sewer Lift Station, minor amendment may be required to the approved dimensions of the Lift Station Tract; the Parties agree to cooperate in such regard. To the extent that the Force Main and Gravity Main are constructed within City-owned right of way, no dedication of real property will be required, as it is understood they are constructed on behalf of the City. If the design and construction of the Gravity Main developed by PNWI LLC requires it to cross property not owned by the City, PNWI LLC is required to obtain appropriate utility easements benefitting the City. In the event that any easements are required to facilitate such construction, they shall be provided by the City in a timely manner.

3. Prior to conveyance to the City, the City and PNWI LLC shall agree on a value for the Lift Station Tract property to be dedicated based on current average cost of acquisition of right-of-way within the City and as otherwise determined by an appraisal report by Valbridge Advisors, at PNWI LLC's expense. This value shall be strictly limited to the land within the Lift Station Tract and not any improvements thereon (i.e. the Whiskey Ridge Sewer Lift Station).

4. Any costs or expenses by PNWI LLC associated with the boundary line adjustment and appraisal contemplated in this Section II.C, or any amendment thereto, together with the value of the Lift Station Tract, shall be known as the "PNWI Costs Part C." PNWI LLC shall maintain records of expenses and deliver to the City all receipts for PNWI Costs Part C prior to dedication.

**D. Credits and Reimbursement.**

1. For purposes of receiving credit under MMC 14.07.100, PNWI LLC's eligible costs and expenses (collectively the "Eligible Expenses 1") shall be:

- a. PNWI Costs Part A;
- b. PNWI Costs Part B;
- c. PNWI Costs Part C;
- d. Application or permit fees associated with the Whiskey Ridge Sewer Lift Station, Force Main and Gravity Main;
- e. Costs of PNWI LLC associated with provision of financial security for construction and dedication of the Whiskey Ridge Sewer Lift Station, Force Main and Gravity Main;
- f. PNWI LLC's attorneys' fees associated with preparation, adoption and implementation of this Agreement, which shall be submitted to the City within thirty (30) days following mutual execution of this Agreement; and
- g. Any other normal and customary costs and fees allowed pursuant to MMC 14.07.100.

2. For purposes of receiving reimbursement under MMC 14.07.090, PNWI LLC's eligible costs and expenses (collectively the "Eligible Expenses 2") shall be:

- a. Gravity Approval Costs;
- b. Gravity Main Construction Costs;
- c. Application or permit fees associated with the Gravity Main;
- d. Costs of PNWI LLC associated with provision of financial security for construction and dedication of the Gravity Main; and
- e. Any other normal and customary costs and fees allowed pursuant to MMC 14.07.090.

3. Reimbursement of the Eligible Expenses 1 and Eligible Expenses 2 is conditioned upon:

- a. Construction of the Whiskey Ridge Sewer Lift Station, Force Main and Gravity Main according to plans and specifications approved by the City;



- b. Inspection and approval of the Whiskey Ridge Sewer Lift Station, Force Main and Gravity Main by the City;
- c. Transfer and convey the Whiskey Ridge Sewer Lift Station and the Lift Station Tract to the City upon acceptance by the City of the Whiskey Ridge Sewer Lift Station;
- d. Full compliance with PNWI LLC’s obligations under this Agreement and with applicable City rules and regulations;
- e. Provision of security in form and content in accordance with applicable City regulations to facilitate construction of the Whiskey Ridge Sewer Lift Station, Force Main and Gravity Main, to the extent not already complete, and for other performance under this Agreement;
- f. Payment by PNWI LLC to the City of any City costs associated with the Whiskey Ridge Sewer Lift Station, Force Main and Gravity Main, including, but not limited to, engineering, legal, and administrative costs (except as contemplated by this Agreement, wherein the City has agreed to participate in the financing of the Whiskey Ridge Sewer Lift Station and Force Main pursuant to its authority under RCW 35.91.020(1)(b)), which shall be considered as part of PNWI Costs Part A and thus Eligible Expenses; and
- g. Verification and approval of all contracts and costs related to the Whiskey Ridge Sewer Lift Station, Force Main and Gravity Main.

4. This Agreement shall serve as the reimbursement agreement contemplated under MMC 14.07.100, for reimbursement of Eligible Expenses 1 to PNWI LLC associated with the Whiskey Ridge Sewer Lift Station and the Force Main (specifically, the expenses identified in Section II.D.1). Pursuant to MMC 14.07.100, PNWI LLC shall receive credits for all sanitary sewer capital improvement charges in accordance with MMC 14.07.100 for the following properties:

a. Colvin PRD (City File PREA21-048):

<u>Tax Parcel #:</u>	<u>Owner*:</u>	<u>Acres:</u>	<u>Zoning:</u>
005907000-23501	Samuel & Barbara Colvin	1.00	MR 6-18
005907000-23505	Samuel & Barbara Colvin	1.30	MR 6-18
005907000-24400	Samuel & Barbara Colvin	<u>2.45</u>	MR 6-18
<i>Total:</i>		4.75	

b. Nordstrom PRD (City File PA-2024):

<u>Tax Parcel #:</u>	<u>Owner*:</u>	<u>Acres:</u>	<u>Zoning:</u>
005907000-2501	D. Jason and Brenda Nordstrom		SF4-8

005907000-2502 Daniel Nordstrom SF4-8

*Total:* 6.25

*c. 87<sup>th</sup> Assy PRD (City File No. PA-2041):*

<u>Tax Parcel #:</u>	<u>Owner:*</u>	<u>Acres:</u>	<u>Zoning:</u>
005907000-18800	Roni Garner	4.51	SF4-8
005907000-18902	Roni Garner	1.21	SF4-8
005907000-17400	Roni Garner	4.73	SF4-8
005907000-17302	Roni Garner	1.17	SF4-8
005907000-16302	Elizabeth Cook	1.89	SF4-8
005907000-16304	Mark & Marci Miller	1.02	SF4-8
005907000-16305	Roberta K. Sage	2.25	SF4-8
005907000-16300	Charles & Marsha Murray	1.00	SF4-8

*Totals:* 17.78

\* Current Owners of Record as of the Effective Date of Agreement.

- d. In the event that, prior to construction and dedication of the Whiskey Ridge Sewer Lift Station, PNWI LLC acquires and proposes for development other real properties within the Whiskey Ridge Sewer Lift Station's benefitted area, this Agreement shall be amended to include said properties to the extent that any Eligible Expenses have not been reimbursed.

5. Upon acceptance of the Whiskey Ridge Lift Station and Force Main, PNWI LLC will submit a written request to the City for a recovery contract in accordance with MMC 14.07.090 and RCW 35.91.020 for all remaining Eligible Expenses 1 after the total amount of credits is determined under Section II.D.1. The City will process this request according to law. This recovery contract shall be substantially in the form provided in Exhibit E. Notwithstanding the form in Exhibit E, this recovery contract shall provide for extensions of the contract to the fullest extent contemplated by RCW 35.91.020(4).

6. PNWI LLC will apply for a separate recovery contract in accordance with MMC 14.07.090 and RCW 35.91.020 for recovery of all Eligible Expenses 2 (the "Gravity Main Recovery Contract"). The Gravity Main Recovery Contract shall be substantially in the form provided in Exhibit E. The Gravity Main Recovery Contract shall apply to all properties within the Benefitted Area utilizing or connecting to the Gravity Main for which credit was not received under Section II.D.4. Notwithstanding the form in Exhibit E, this recovery contract shall provide for extensions of the contract to the fullest extent contemplated by RCW 35.91.020(4).

## **E. General Clauses.**

1. Authority. Each of the Parties covenant, represent, and warrant that such party has all authority necessary to execute this Agreement and to bind the party for which it is signing and that no consent or approval of any other person, entity, or third party is required or necessary for

this Agreement to be so binding. Upon full and mutual execution, this Agreement will be fully binding and enforceable in accordance with its terms.

2. Review of Cost Submissions. Any and all cost reports and expense submittals by PNWI LLC pursuant to this Agreement shall be deemed accepted and approved by the City thirty (30) days after submittal unless, prior to expiration of this time period, the City indicates in writing (i) that certain costs and/or expenses are being disputed, and (ii) provides an itemized list of the costs and/or expenses being disputed and a detailed explanation for why each such item is in dispute. The Parties shall meet and confer within ten (10) calendar days of any such disputed list being provided to PNWI LLC to discuss resolution.

3. Cooperation. The Parties agree to execute and deliver all necessary documents and to cooperate and perform all additional actions that may be reasonably necessary to carry out the provisions of, and to give full force and effect to, the terms and intent of this Agreement.

4. Joint Effort. This Agreement was mutually negotiated and has been prepared through a joint effort of the Parties and shall be not be construed more severely against one party than against the other party.

5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict of law principles. Any dispute regarding this Agreement shall be heard in the Superior Court for Snohomish County.

6. Severability. Should any part of this Agreement be declared invalid, illegal, or unenforceable in any respect, such declaration shall not affect the validity, legality, or enforceability of any remaining terms of the Agreement, which shall remain in full force and effect. It is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part or parts that may later be determined to be invalid, illegal, or unenforceable.

7. Binding Effect. The terms, warranties, and releases contained in this Agreement shall run with the land described in this Agreement and shall inure to the benefit of, and shall be binding upon, each of the Parties to this Agreement and to each of their related entities, parent companies, subsidiaries, affiliates, divisions, owners, members, partners, shareholders, officers, directors, employees, agents, heirs, attorneys, assigns, successors (including without limitation any future owners or tenants of the real property described in this Agreement), marital communities, insurers, sureties and bonds.

8. Counterparts; PDF Signatures. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. A PDF or electronically transmitted signature on this Agreement shall be binding as an original.

9. Entire Agreement and Integration. This Agreement and the exhibits attached hereto contain the entire agreement and understanding between the Parties with regard to the subject

matter hereof and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or oral. The Parties acknowledge that they are not executing this Agreement in reliance on any promise, representation, or warranty as an inducement to execute this Agreement not otherwise contained herein. This Agreement may not be supplemented, modified, or amended in any manner except by written agreement executed by the Parties.

10. Assignment. Any and all rights PNWI LLC has under this Agreement may be assigned in whole or in part to any other party with the written consent of and prior notice to, the City. The consent of the City to the assignment will not be unreasonably withheld.

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

12. Construction and Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the interpretation or construction of any term or provision of this Agreement.

13. Mediation. If a dispute as to this Agreement should arise, and the Parties are unable to resolve the same pursuant to any other provisions herein, the Parties shall participate in mediation prior to filing any lawsuit in a court of competent jurisdiction. The Parties shall select a mutually agreeable mediator, or if the Parties cannot agree, shall each select a mediator who will be tasked with choosing a neutral mediator on their behalf. The duty to engage in mediation shall be initiated by the written demand of either Party, and shall occur no later than 30 days after such demand, or the soonest date available thereafter for the chosen mediator.

**WHEREAS, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE EXECUTED BELOW.**

**ON BEHALF OF THE CITY OF MARYSVILLE, WA, A MUNICIPAL CORPORATION:**

---

Jon Nehring, Mayor

**ON BEHALF OF PNW INVESTORS LLC, A WASHINGTON LIMITED LIABILITY COMPANY:**

---

Michael Reid, Its Managing Member

State of Washington

County of \_\_\_\_\_ :

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Jon Nehring, in his capacity as the City Mayor of the City of Marysville, WA that executed the foregoing instrument, and acknowledged that she signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ .

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_  
State of Washington  
County of \_\_\_\_\_ :

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Michael Reid, to me known to be the Manager of PNW Investors LLC that executed the foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ .

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A:****LEGAL DESCRIPTION OF COLVIN PROPERTY**

Street Address of Properties: 3920 Densmore Road, Marysville, Washington 98270

Legal Description of Properties:

Snohomish County Tax Parcel #0059070002-3501 (comprising approximately 1.00 acres) and Snohomish County Tax Parcel #0059070002-4400 (comprising approximately 2.45 acres) and Snohomish County Tax Parcel #0059070002-3505 (comprising approximately 1.30 acres) and together legally described as:

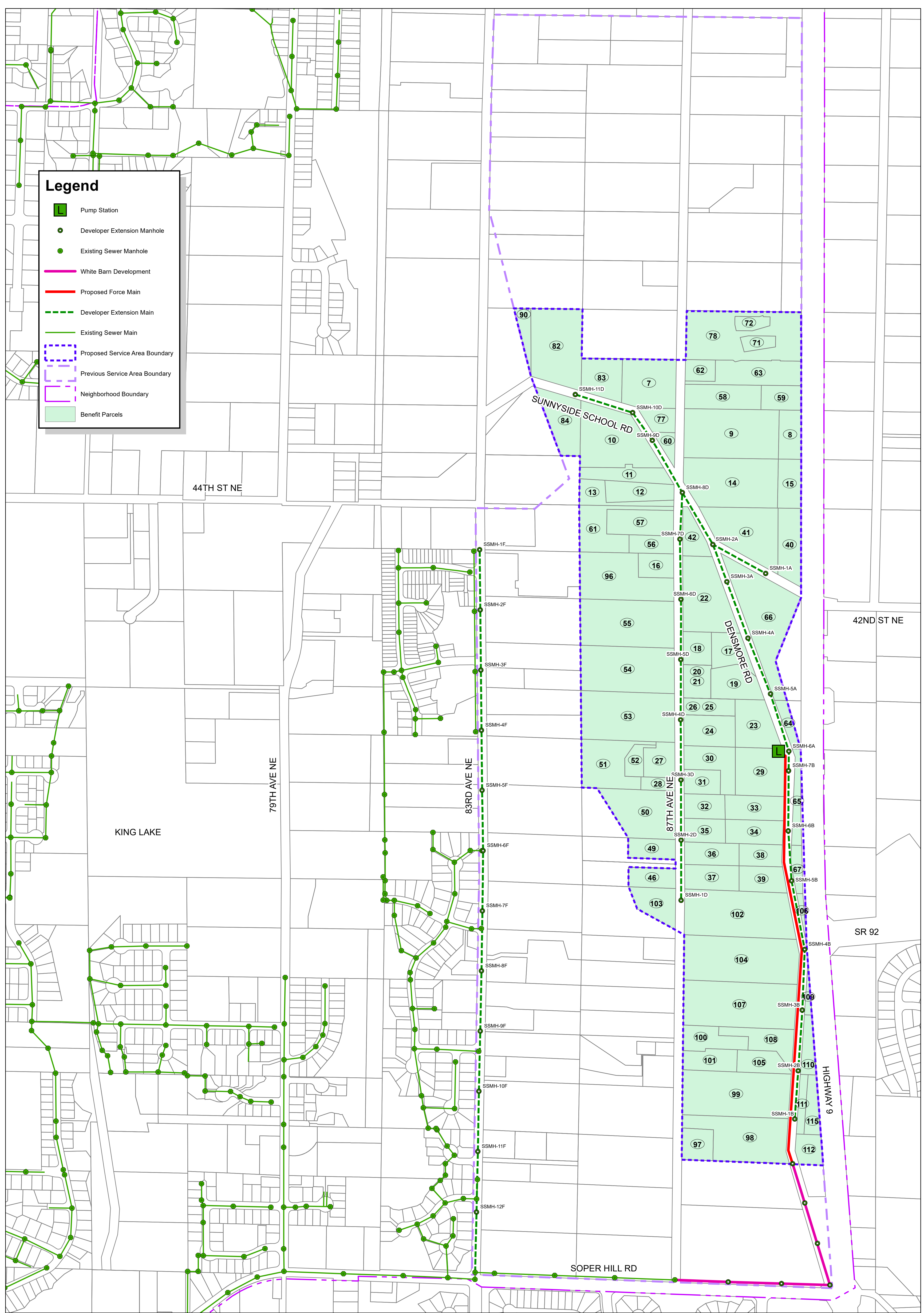
Tracts 235 and 244, Sunnyside Five Acre Tracts, as per plat recorded in Volume 7 of Plats, Page 19, records of Snohomish County, State of Washington.

EXCEPT the West 340 feet thereof as measured along the North line of said Tract 235.

Situate in Section 36, Township 30 North, Range 05 East, W.M., in Snohomish County, State of Washington.

**EXHIBIT B:**  
**MAP OF PROPERTIES BENEFITTED BY LIFT STATION**





J:\Data\REID\21-0211\GIS\Maps\Figure 3 Alternative 2.mxd By:lbrockway Plot Date: 1/25/2022 Coordinate System: NAD 1983 StatePlane Washington North FIPS 4601 Feet

**NORTH**

**RH2**

1 inch = 300 feet

0 150 300 600 Feet

Map is not to scale if scalebar is not 2"

EST. 1891

**MARYSVILLE**

WASHINGTON

**City of Marysville**

**Proposed Whiskey Ridge Pump Station Collection System**

**Vicinity Map**

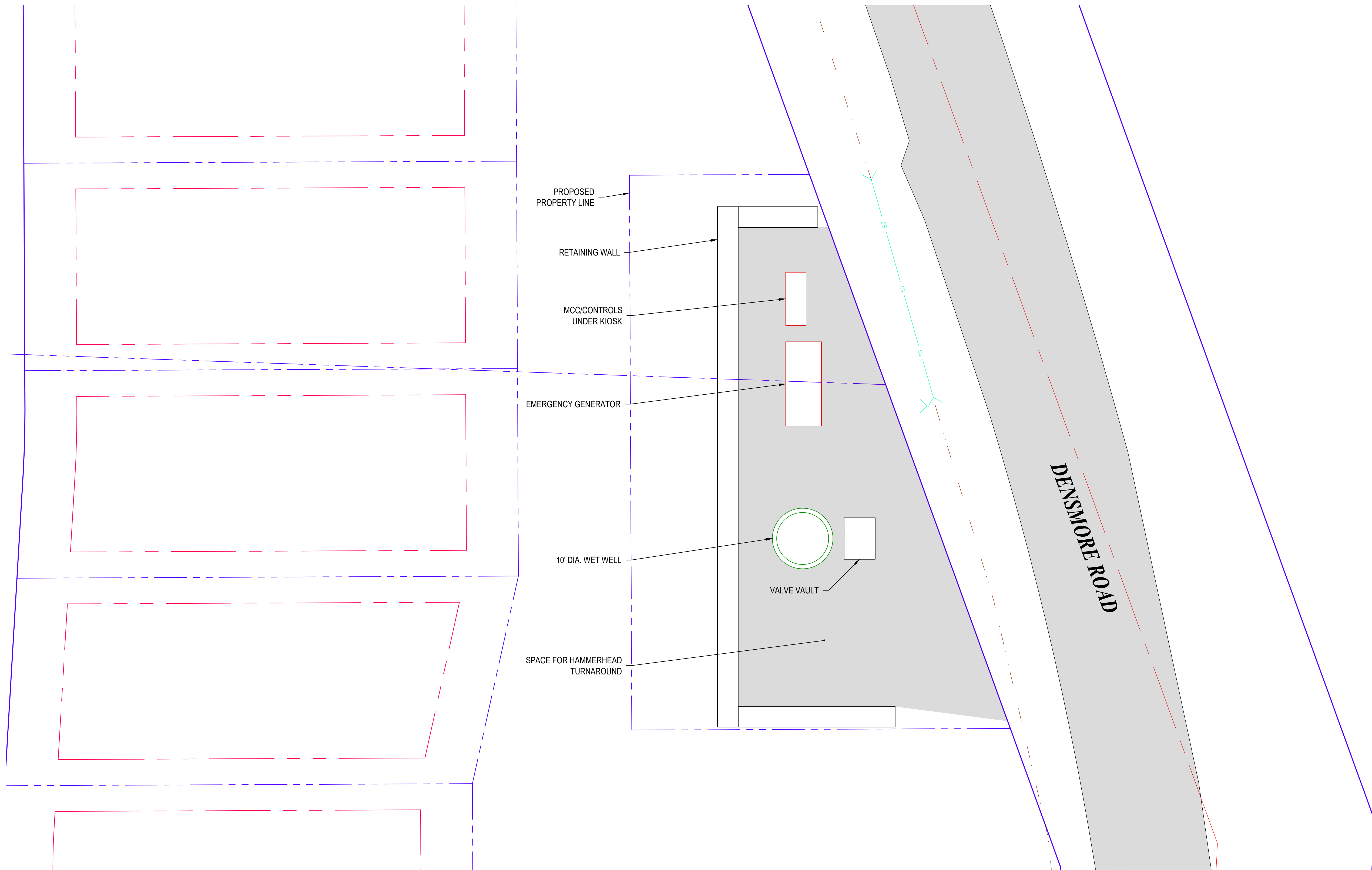
This map is a graphic representation derived from the City of Marysville Geographic Information System. It was designed and intended for City of Marysville staff use only; it is not guaranteed to survey accuracy. This map is based on the best information available on the date shown on this map.

Any reproduction or sale of this map, or portions thereof, is prohibited without express written authorization by the City of Marysville.

This material is owned and copyrighted by the City of Marysville.



**EXHIBIT C:**  
**PRELIMINARY DESIGN OF LIFT STATION TRACT**

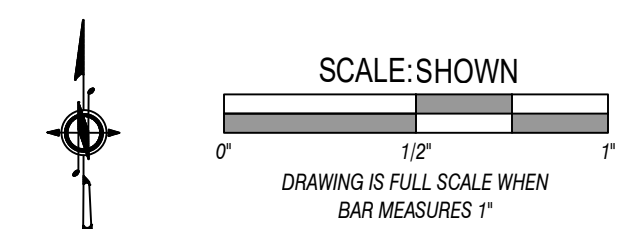


**WHISKEY RIDGE PUMP STATION PRELIMINARY SITE PLAN**

1" = 10'

**PRELIMINARY PROPOSED SITE PLAN**

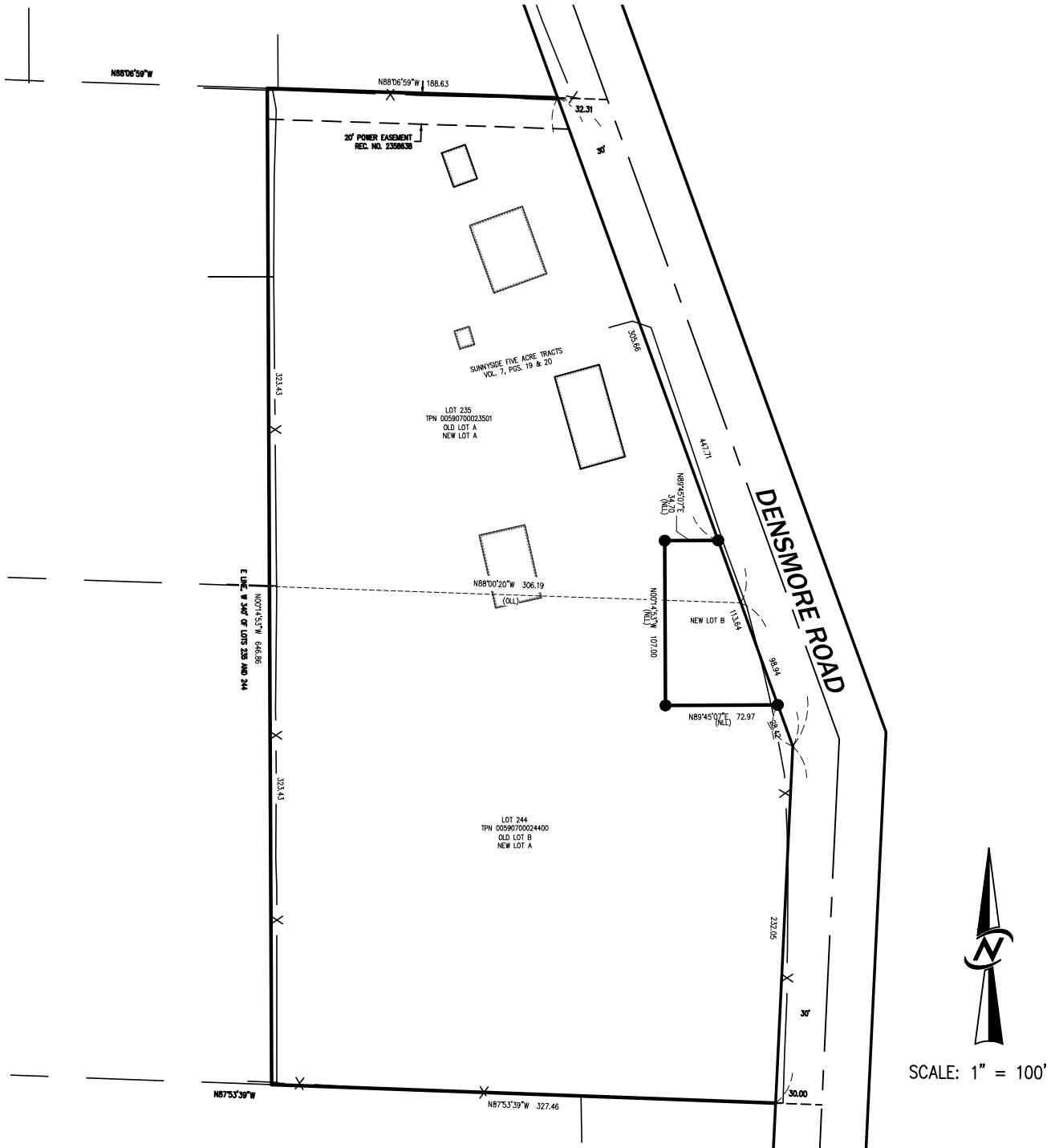
**WHISKEY RIDGE PUMP STATION**



PLOT DATE: 3/16/2022  
 FILE PATH: J:\Data\MAR22-0037\CAD\wrps-d-ch01.dwg

**EXHIBIT D:**  
**MAP OF BOUNDARY LINE ADJUSTMENT FOR CREATION OF LIFT STATION**  
**TRACT**

**EXHIBIT D  
MAP OF BOUNDARY LINE ADJUSTMENT  
FOR CREATION OF LIFT STATION TRACT**

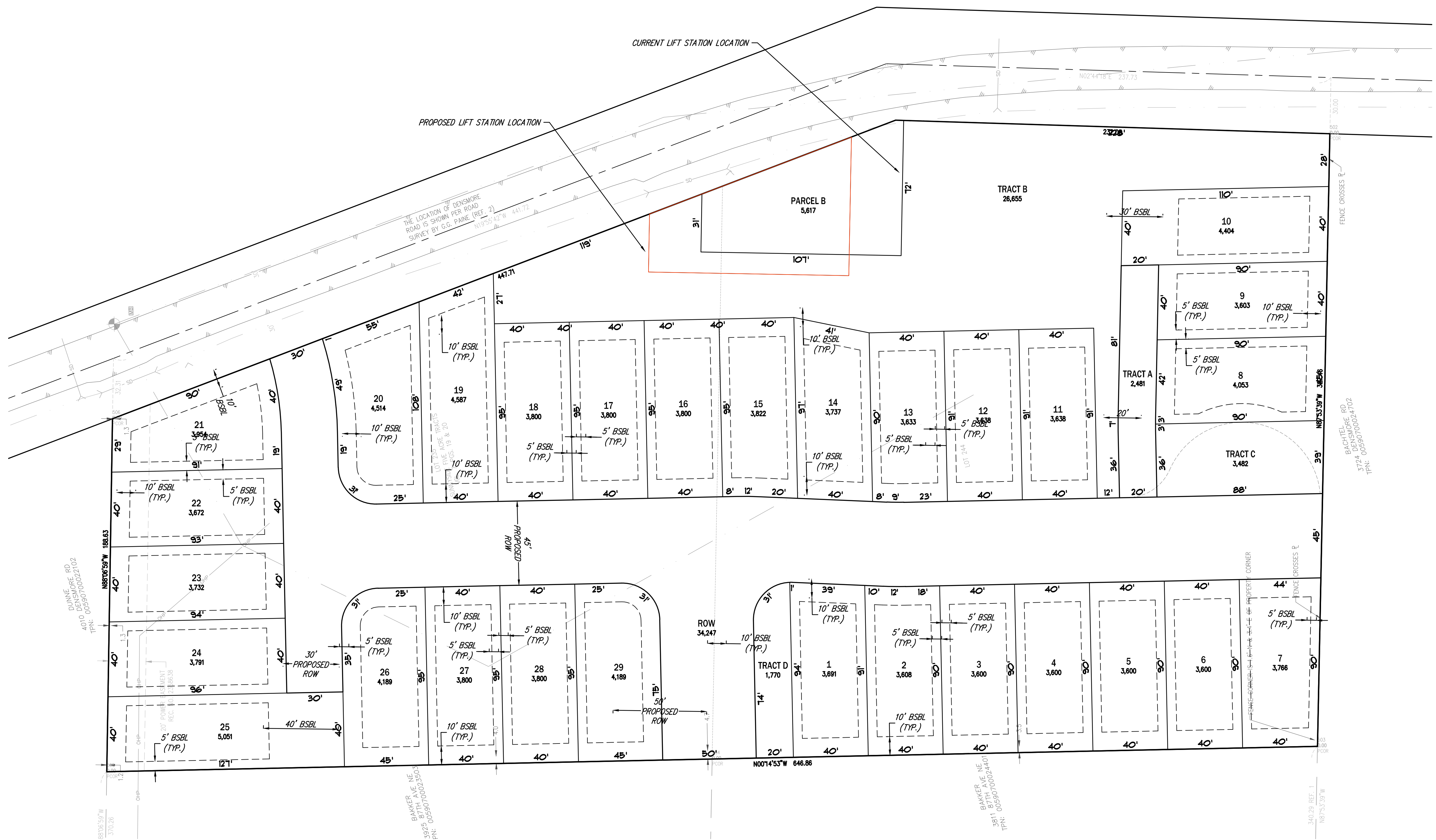
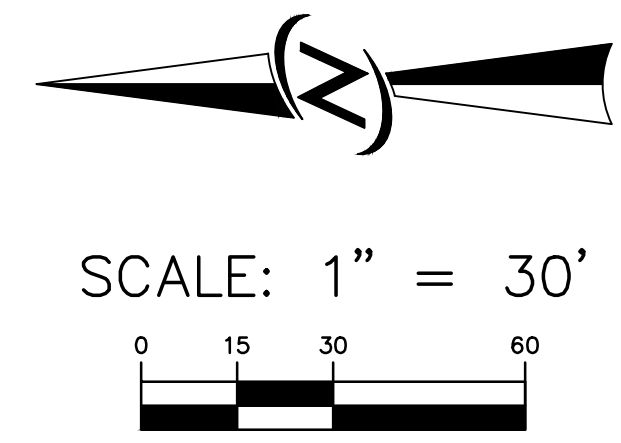


SCALE: 1" = 100'

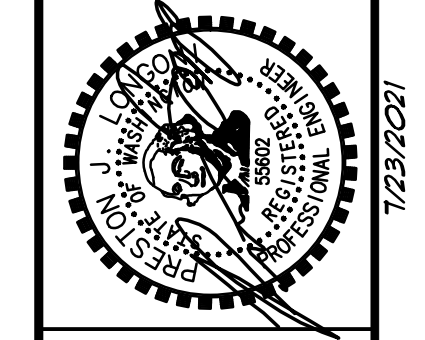
**CORE DESIGN**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE  
 PLANNING  
 SURVEYING

12100 NE 195th St, Suite 300 Bothell, Washington 98011 425.885.7877

<b>COLVIN BOUNDARY LINE ADJUSTMENT</b>
<b>A PORTION OF THE: NW1/4 OF THE NE1/4 , SEC. 1, T. 29 N., R. 5 E., W.M.</b>
<b>TAX LOT NUMBERS: 00590700023501 AND 00590700024400</b>
<b>CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON</b>



NO.	REVISIONS	DATE



**CORE DESIGN**  
ENGINEERING • PLANNING • SURVEYING

12100 NE 195th St, Suite 300  
Bellevue, Washington 98011  
425.885.7877 Fax 425.885.7963

**PRELIMINARY PLAT**  
**COLVIN PRD**  
**PNW INVESTORS, LLC**  
PO BOX 1930  
WOODVILLE, WA 98072

DATE	JANUARY 2022
DESIGNED	PRESTON J. LONGONI, P.E.
DRAWN	CHUCK FEMLING
APPROVED	PRESTON J. LONGONI, P.E.
	BENJAMIN MADEO, A.I.C.P.
	PROJECT MANAGER

SHEET	OF
C1.03	XX
PROJECT NUMBER	
21387	

3/1/2022 10:32 AM J:\2021\21387\ENGINEERING\PRELIMINARY\SHEETS\21387\_C1.03.DWG

**EXHIBIT E:**  
**RECOVERY CONTRACT TEMPLATE**

**After Recording Return to:**

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
CONTRACT NO. RC22-XXX**

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

Name:	Address:
<b>Applicant Name</b>	<b>Address - Line 1</b>
	<b>Address - Line 2</b>

hereinafter referred to as "Developer."

**WITNESSETH:**

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

**Approximately XXX LF of 8" ductile iron water main located at [LOCATION], to serve [PROJECT NAME & APN].**

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

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

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

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

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

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

**[LEGAL (OR OTHER) DESCRIPTION]**

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

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined [PRO-RATA SHARE METHOD, AS DETERMINED BY THE CITY]This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$XX.XX** per [METHOD OF PRO-RATA SHARE] of benefiting properties.

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

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

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

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



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

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

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

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

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

ATTEST:

THE CITY OF MARYSVILLE:

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

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

APPROVED AS TO FORM:

DEVELOPER

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

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

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

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

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

**For Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

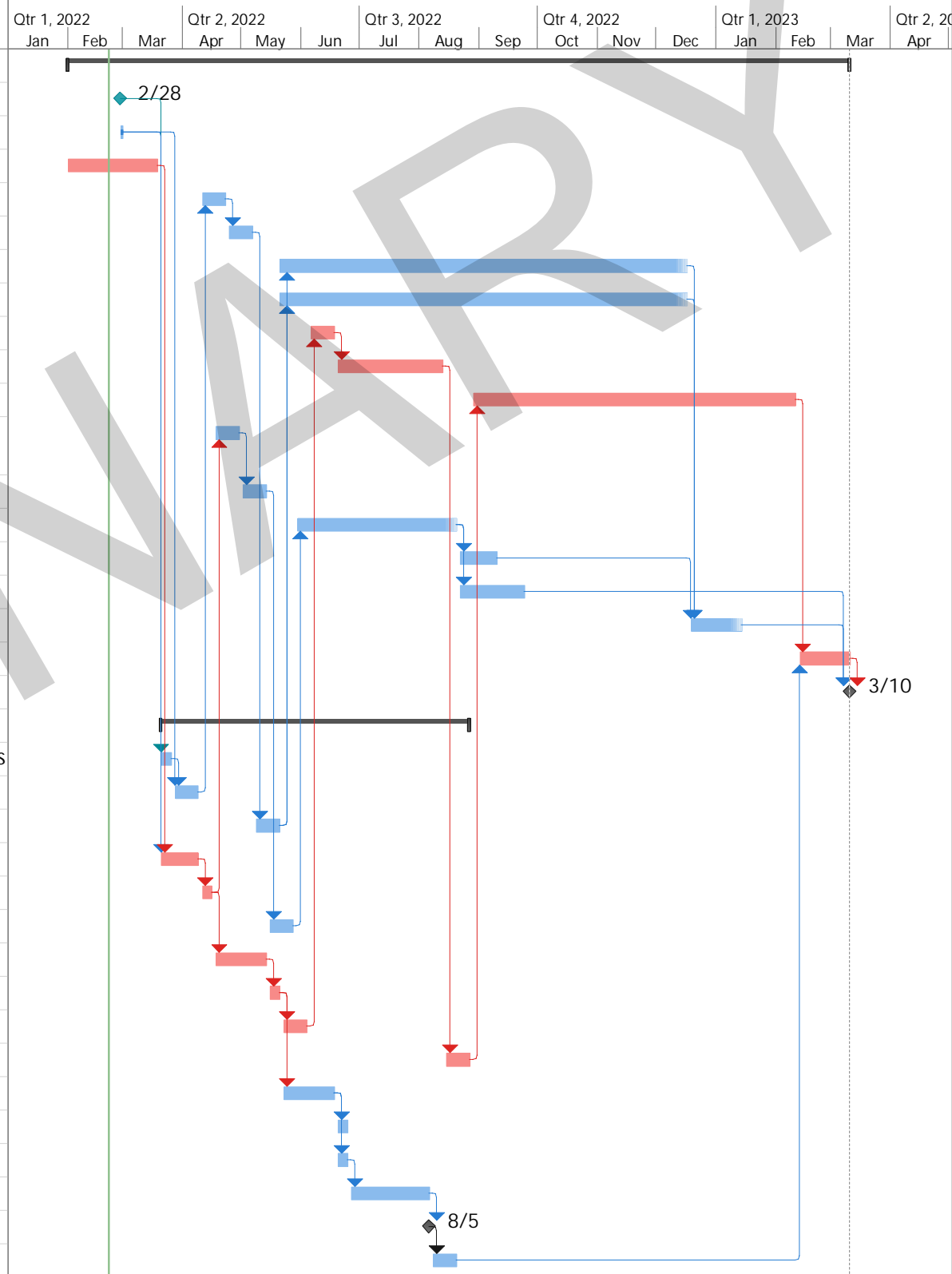
DATED this \_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT F**  
**RH2 LLC SCHEDULE**

Whiskey Ridge Wastewater Pump Station Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2022		Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Developer Responsibilities	289 days	Tue 2/1/22	Fri 3/10/23																
2	Council Approval	0 days	Mon 2/28/22	Mon 2/28/22																
3	Survey	1 day	Mon 2/28/22	Mon 2/28/22																
4	Geotechnical Investigation	34 days	Tue 2/1/22	Fri 3/18/22																
5	Solicit Bids and Sign Contract for Pumps and Emergency Generator	10 days	Mon 4/11/22	Fri 4/22/22	22															
6	Preparation of Pumps and Emergency Generator Submittals	10 days	Mon 4/25/22	Fri 5/6/22	5															
7	Pump Fabrication and Shipping	210 edays	Fri 5/20/22	Fri 12/16/22	23															
8	Emergency Generator Fabrication and Shipping	210 edays	Fri 5/20/22	Fri 12/16/22	23															
9	Solicit Bids and Sign Contract for Electrical and Control Panels	10 days	Mon 6/6/22	Fri 6/17/22	29															
10	Preparation of Electrical and Control Panel Submittals	40 days	Mon 6/20/22	Fri 8/12/22	9															
11	Electrical and Control Panel Fabrication and Shipping	120 days	Mon 8/29/22	Fri 2/10/23	30															
12	Solicit Bids and Sign Contract for Pipe, Underground Structures, Valves, and Appurtenances	10 days	Mon 4/18/22	Fri 4/29/22	25															
13	Preparation of Pipe, Underground Structures, Valves, and Appurtenances Submittals	10 days	Mon 5/2/22	Fri 5/13/22	12															
14	Fabrication and Shipping of Pipe, Underground Structures, Valves, and Appurtenances	60 days	Mon 5/30/22	Fri 8/19/22	26															
15	Installation of Underground Structures (Wet well, Valve Pit) and Site Work	15 days	Mon 8/22/22	Fri 9/9/22	14															
16	Force Main Construction	25 days	Mon 8/22/22	Fri 9/23/22	14															
17	Installation of Pumps and Emergency Generator	20 days	Mon 12/19/22	Fri 1/13/23	7,8,15															
18	Installation of Electrical and Control Panels, Station Commissioning	20 days	Mon 2/13/23	Fri 3/10/23	11,36															
19	Functional Completion	0 days	Fri 3/10/23	Fri 3/10/23	18,16,17															
20	RH2 Design	115 days	Mon 3/21/22	Fri 8/26/22																
21	Finalize Hydraulic Loading	5 days	Mon 3/21/22	Fri 3/25/22	2FS+15 days															
22	Prepare Purchase Specification for Pumps and Emergency Generator	10 days	Mon 3/28/22	Fri 4/8/22	3,21															
23	Submittal Review (Pumps, Generator)	10 days	Mon 5/9/22	Fri 5/20/22	6															
24	30% Plans	15 days	Mon 3/21/22	Fri 4/8/22	3,4															
25	30% Client Review and Comment	5 days	Mon 4/11/22	Fri 4/15/22	24															
26	Submittal Review (Pipe, Underground Structures, Valves, and Appurtenances)	10 days	Mon 5/16/22	Fri 5/27/22	13															
27	60% Plans	20 days	Mon 4/18/22	Fri 5/13/22	25															
28	60% Client Review and Comment	5 days	Mon 5/16/22	Fri 5/20/22	27															
29	Prepare Purchase Specification for Electrical and Control Panels	10 days	Mon 5/23/22	Fri 6/3/22	28															
30	Submittal Review (Electrical Cabinets)	10 days	Mon 8/15/22	Fri 8/26/22	10															
31	90% Plans	20 days	Mon 5/23/22	Fri 6/17/22	28															
32	90% Client Review and Comment	5 days	Mon 6/20/22	Fri 6/24/22	31															
33	Building Permit Preparation	5 days	Mon 6/20/22	Fri 6/24/22	31															
34	Building Permit Review	30 days	Mon 6/27/22	Fri 8/5/22	33															
35	Permit Approval	0 days	Fri 8/5/22	Fri 8/5/22	34															
36	Final Plans and Specifications	10 days	Mon 8/8/22	Fri 8/19/22	35															



Legend	
Task	Project Summary
Split	Inactive Task
Milestone	Inactive Milestone
Summary	Inactive Summary
	Manual Task
	Duration-only
	Manual Summary Rollup
	Manual Summary
	Start-only
	Finish-only
	External Tasks
	External Milestone
	Deadline
	Critical
	Critical Split
	Progress
	Manual Progress

# *Index #14*

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

**CITY COUNCIL MEETING DATE:**

<b>AGENDA ITEM:</b>	
Administrative Service Contract between Premera Blue Cross and City of Marysville	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Teri Lester	
<b>DEPARTMENT:</b>	
Human Resources	
<b>ATTACHMENTS:</b>	
Premera Blue Cross ASC contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<p><b>SUMMARY:</b>                      Premera Blue Cross continued as the City’s self-insured claims administrator effective January 1, 2022.</p> <p>WHEREAS, the City of Marysville has established an employee benefit plan which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the City, and,</p> <p>WHEREAS, the City of Marysville has chosen to self-insure the benefit program(s) provided under the Plan; and</p> <p>WHEREAS, the City of Marysville desires to engage the services of Premera Blue Cross as the Claims Administrator to provide administrative services for the Plan.</p>	

<p><b>RECOMMENDED MOTION:</b> Staff recommends the Council authorize the Mayor to execute the agreement with Premera Blue Cross.</p>
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**ADMINISTRATIVE SERVICE CONTRACT  
BETWEEN  
PREMERA BLUE CROSS  
AND  
CITY OF MARYSVILLE**

**EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2022  
(THE "CONTRACT PERIOD")**

This Contract is effective by and between the group named above (hereinafter referred to as the "Plan Sponsor"), and Premera Blue Cross (hereinafter referred to as the "Claims Administrator" or "we," "us," or "our").

WHEREAS, the Plan Sponsor has established an employee benefit plan (hereinafter referred to as the "Plan") which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the Plan Sponsor, such individuals being hereinafter referred to as "Members"; and,

WHEREAS, the Plan Sponsor has chosen to self-insure the benefit program(s) provided under the Plan; and

WHEREAS, the Plan Sponsor desires to engage the services of the Claims Administrator to provide administrative services for the Plan;

NOW THEREFORE, in consideration of the mutual covenants and conditions as contained herein the parties hereto agree to the provisions in this Contract, including any Attachments and endorsements thereto. The parties below have signed as duly authorized officers and have hereby executed this Contract. If this Contract is not signed and returned to the Claims Administrator within sixty (60) days of its delivery to the Plan Sponsor or its agent, the Claims Administrator will assume the Plan Sponsor's concurrence and the Plan Sponsor will be bound by its terms.

IN WITNESS WHEREOF the parties hereto sign their names as duly authorized officers and have executed this Contract.

**City of Marysville**

BY:

DATE:

\_\_\_\_\_

\_\_\_\_\_  
Title

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

**Premera Blue Cross**

BY:

DATE: January 1, 2022



**Jeffrey Roe  
President and Chief Executive Officer**

P.O. Box 327  
Seattle, WA 98111-0327

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## 1. DEFINITIONS

**Adverse Benefit Determination** Any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including payment that is based on a determination of the eligibility of a Member to participate in the Plan. This includes any denials, reductions, or failures to provide or make payment resulting from the application of utilization review or limitations on experimental and investigational services, medical or dental necessity, or appropriateness of care. It also includes a decision to rescind a Member's coverage unless the rescission is due to nonpayment of subscription charges.

**Affordable Care Act** The Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

**Allowed Amount** The Plan provides benefits based on the Allowed Amount for covered services. The Plan Sponsor's liability for covered services is calculated on the basis of the Allowed Amount.

The Claims Administrator reserves the right to determine the amount allowed for any given service or supply unless specified otherwise in this Contract. The Allowed Amount is described below. There are different rules for dialysis, emergency care services, and air ambulance services. These rules are shown below the general rules.

### a. General Rules

#### 1. Providers In Washington and Alaska Who Have Agreements With the Claims Administrator

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Claims Administrator and the provider.

#### 2. Providers Outside The Service Area Who Have Agreements With Other Blue Cross Blue Shield Licensees

For covered services and supplies received outside the Service Area, Allowed Amounts are determined as stated in "Attachment A – Out-of-Area Services."

#### 3. Providers Who Don't Have Agreements With The Claims Administrator Or Another Blue Cross Blue Shield Licensee

The Allowed Amount for providers in the Service Area that don't have a contract with the Claims Administrator is the least of the three (3) amounts shown below. The Allowed Amount for providers outside the Service Area that don't have a contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Licensee is also the least of the three (3) amounts shown below.

An amount that is no less than the lowest amount the Plan pays for the same or similar service from a comparable provider that has a contracting agreement with the Claims Administrator

- 125 percent of the amount allowed by Medicare, if available
- The provider's billed charges. Note: Ambulances are always paid based on billed charges.
- If applicable law requires a different Allowed Amount than the least of the three (3) amounts above, this Plan will comply with that law.

### b. Dialysis Due To End Stage Renal Disease

#### 1. Providers Who Have Agreements With the Claims Administrator Or Other Blue Cross Blue Shield Licensees

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Claims Administrator and the provider.

## 2. **Providers Who Don't Have Agreements With the Claims Administrator Or Another Blue Cross Blue Shield Licensee**

The amount the Plan allows for dialysis during Medicare's waiting period will be no less than 125 percent of the amount allowed by Medicare and no more than 90 percent of billed charges.

The amount the Plan allows for dialysis after Medicare's waiting period is 125 percent of the Medicare-approved amount, even when a Member who is eligible for Medicare does not enroll in Medicare.

### c. **Emergency Care**

As applicable law requires, for specified covered services received from Non-Contracted Providers or Out-of-Network Providers at facilities that have a Contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Licensee, the cost-sharing for these services shall be the same as if the services were provided by an In-Network Provider.

Note: Non-contracted ground ambulances are always paid based on billed charges.

Consistent with applicable laws, Members are not responsible for charges received from Non-Contracted Providers above the Allowed Amount in addition to any deductible, copays or coinsurance that may apply.

### d. **Air Ambulance**

Consistent with the requirements of the Federal No Surprises Act, the cost-sharing for out of network air ambulance services shall be the same as if the services were provided by an In-Network Provider. The cost sharing amount shall be counted towards the in-network deductible, if any, and any in-network out of pocket maximum amount. Cost-sharing shall be based upon the lesser of the qualifying payment amount (as defined under the Federal No Surprises Act) or the billed amount.

**Claims Administrator** Premera Blue Cross.

**Contract Period** The period shown on the face page of this Contract. The Contract Period begins at 12:01 a.m. on the starting date shown on the face page and ends at midnight on the ending date shown on the face page.

**Effective Date** The date this Contract takes effect (the first day of the Contract Period). The Effective Date is shown on the face page of this Contract.

**Medically Necessary** Those covered services and supplies that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- In accordance with generally accepted standards of medical practice;
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
- Not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

**Member** A Subscriber or dependent who is eligible for coverage as stated in the Plan and who is enrolled as required in the Plan.

**In-Network Provider** A provider that is in one of the provider networks chosen by the Plan Sponsor for the Plan.

**Non-Contracted Provider** A provider that does not have a network provider contract with the Claims Administrator or, for out-of-area providers, with the local Blue Cross and/or Blue Shield Licensee.

**Out-Of-Network Provider** A provider that is not in one of the provider networks chosen by the Plan Sponsor for the Plan.

**Non-Grandfathered Health Plan** A Plan benefit package that does not meet the requirements to be a grandfathered health plan set forth in the federal Affordable Care Act regulations. If the Plan consists of more than one (1) benefit package, the federal regulations on non-grandfathered plan status apply separately to each benefit package.

**PEPM** "Per employee per month."

**Plan** The employee benefit plan established and maintained by the Plan Sponsor that is being administered under this Contract. The Plan may consist of one (1) or more benefit packages.

**Plan Sponsor** City of Marysville.

**Program Manager** Certain vendors of Claims Administrator that provide certain of the administrative services. Claims Administrator arranges for the provision of services by Program Managers, as described in Attachments and Appendixes hereto, as well as other services which may include, based on your selections, provider quality performance information, supplemental networks, and outcomes-driven drug utilization review and medical drug rebate programs.

**Service Area** The area in which the Claims administrator directly operates a provider network. This area is made up of the states of Washington (except Clark County) and Alaska

**Subscriber** A person who is eligible for coverage under the Plan by virtue of an employee-employer relationship or other relationship between the person and the Plan Sponsor, and who is enrolled as required in the Plan.

## 2. DUTIES AND RESPONSIBILITIES OF THE PLAN SPONSOR

### 2.1. Documentation

The Plan Sponsor shall provide the Claims Administrator with a copy of any documents describing the benefit program(s) that the Claims Administrator needs to rely upon in performing its responsibilities under this Contract.

### 2.2. Plan Sponsor's Fiduciary Authority

The Plan Sponsor shall have final discretionary authority to determine the benefit provisions and to construe and interpret the terms of the Plan.

The Plan Sponsor shall have final discretionary authority to determine eligibility for benefits and the amount to be paid by the Plan.

### 2.3. Defense of the Plan

Except as stated in subsection 4.3, the Plan Sponsor shall be responsible for defending any legal action brought against the Plan, including a claim for benefits by or on behalf of any individual or entity, including but not limited to any Member or former Member, any fiduciary or other party. This responsibility includes the selection and payment of counsel. The Plan Sponsor shall not settle any legal action or claim without the prior consent of the Claims Administrator if the action or claim could result in the Claims Administrator being liable, including for example, any liability for contribution to or indemnification of the Plan Sponsor or other third party either directly or indirectly.

### 2.4. Administrative Duties

Unless specifically delegated to the Claims Administrator by this Contract, the Plan Sponsor shall be responsible for the proper administration of the Plan including the following:

- a. The Plan Sponsor shall provide the Claims Administrator a complete and accurate list of all individuals eligible for benefits under the benefit program(s) and to update those lists monthly. The Claims Administrator shall be entitled to rely on the most recent list until it receives documentation of any change thereto.

Retroactive enrollments shall be effective on the most recent of two (2) dates:

- The date the Member's coverage would have been validly in force

- The first day of the fifth full calendar month preceding the month in which the Claims Administrator receives the request for retroactive enrollment.

Retroactive terminations of coverage shall be effective on the most recent of two (2) dates:

- The date the Member's coverage would have been terminated, had notification been timely
  - The first day of the fifth full calendar month preceding the month in which the Claims Administrator receives the request for retroactive termination.
- b. The Plan Sponsor shall distribute to all Members all appropriate and necessary materials and documents, including but not limited to benefit program booklets, summary plan descriptions, material modifications, enrollment applications and notices required by law or that are necessary for the operation of the Plan.
  - c. The Plan Sponsor shall provide the Claims Administrator with any additional information necessary to perform its functions under this Contract as may be requested by the Claims Administrator from time to time.
  - d. If the Plan Sponsor writes or revises its benefit booklet, the Claims Administrator must review and approve in advance the draft of the benefit booklet that is printed and distributed to Members.  
The Plan Sponsor must also include BlueCard disclosure language approved by the Blue Cross Blue Shield Association in its booklet.
  - e. In order to place calls to Members, the Claims Administrator may receive Member phone numbers provided by the Plan Sponsor or by a third party (such as a producer) on the Plan Sponsor's behalf. For the Claims Administrator and its affiliates to contact Members in accordance with telecommunication-related laws and regulations, the Plan Sponsor confirms the following with respect to Member phone numbers that the Plan Sponsor has provided or will provide to the Claims Administrator:
    - The Member provided his or her phone number on his or her Plan application, or otherwise provided or updated his or her phone number with the Plan Sponsor with the expectation that it will be provided to the Claims Administrator in connection with the Member's coverage under the Plan.
    - The Plan Sponsor only obtains phone numbers directly from the Member and not through a lookup service or other third party.
    - The Plan Sponsor retains contact information and will furnish that information to the Claims Administrator upon request in a timely manner.
  - f. The Plan Sponsor has full ownership of the information, data, and other intellectual property developed or shared by the Plan Sponsor during the course of the contract.

## 2.5. Taxes, Assessments, And Fees

The Plan Sponsor shall be responsible for all taxes, assessments and fees levied by any local, state or federal authority in connection with the Claims Administrator's duties pursuant to this Contract.

## 2.6. Compliance With Law

- The Plan Sponsor shall be responsible for the Plan's continuing compliance with all applicable federal, state and local laws and regulations, as currently amended. These include but are not limited to:
  - The Internal Revenue Code of 1986, as amended
  - The Affordable Care Act.
  - The No Surprises Act, enacted as part of the Consolidated Appropriations Act, 2021
  - The Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA)
  - The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)
  - Law and regulations governing the treatment and benefits of Members covered by Medicare. These include, but are not limited to, the Medicare Secondary Payer law and regulations, the Medicare Prescription Improvement and Modernization Act of 2004 (MMA), and the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA).

As required by MMSEA, the Plan Sponsor agrees to provide us the following information:

- Employer Tax Identification Number (TIN/EIN);
- Social Security Numbers (SSNs) of all Members (employees and dependents); and
- Medicare Health Insurance Claim Numbers (HICNs) for all Medicare-entitled Members.

To comply with the Medicare Secondary Payer law and regulations, the Plan Sponsor also agrees to notify us promptly if the Plan Sponsor experiences a change in total employee count that would change the order of liability according to federal guidelines.

MMA requires groups that provide prescription drug coverage to Medicare eligible individuals to provide Medicare Part D Creditable Coverage Notices, and report creditable coverage status to the Center for Medicare and Medicaid Services (CMS).

The Plan Sponsor, and not the Claims Administrator, is the "plan administrator" and the "plan sponsor" for purposes of all federal laws that apply to the Plan Sponsor and impose duties or obligations on such entities. The Plan Sponsor shall be responsible for determining whether it is subject to COBRA and, if so, for notifying Members of their COBRA rights both initially and upon the occurrence of a qualifying event, for calculating and collecting premiums for COBRA continuation of coverage and for promptly notifying the Claims Administrator when an individual is no longer eligible for COBRA continuation of coverage. If the Plan Sponsor is subject to ERISA, the Plan Sponsor is responsible to prepare and maintain its ERISA plan document.

- The Plan Sponsor shall defend, indemnify and hold harmless Claims Administrator and its directors, officers, employees, and agents from and against any and all costs, liabilities, damages, claims, losses or expenses (including reasonable attorneys' fees) arising out of or connected to the Claims Administrator's administration of any benefit design authorized by the Plan Sponsor. The Plan Sponsor acknowledges its sole responsibility to test and design benefits compliant with all laws.
- If the Plan Sponsor is a governmental entity that elects to opt out of compliance with certain federal mandates as allowed by federal law, the Plan Sponsor is responsible to file its opt-out with federal regulators for each contract period and to notify Members of the opt-out in accordance with federal law and regulations then in effect. The Plan Sponsor agrees to hold the Claims Administrator and the Network harmless for any and all consequences arising from the Plan Sponsor's failure to file an opt-out as required by law for a given contract period, errors in the opt-out filing, or failure to notify a Member as required by federal law.

## 2.7. Appeals

If an adverse decision on a Member appeal results from the Plan's internal appeal process, the Plan shall offer the Member a review by an Independent Review Organization (IRO) as described in subsection 3.2.

## 2.8. Funding

The Plan Sponsor shall be solely liable for all benefits payable to Members under the Plan that are subject to this Contract. The Plan Sponsor agrees to the following:

- a. **Provision Of Funds** The Plan Sponsor shall maintain adequate funds from which the total cost of all claims and fees described herein for each preceding week will be paid to the Claims Administrator by electronic funds transfer (EFT). Funds must be provided within two (2) business days of notification by the Claims Administrator to a person designated by the Plan Sponsor.
- b. **Late Payments** If timely payment for the claims is not received by the Claims Administrator, the Plan Sponsor shall pay the Claims Administrator a daily late charge. This late charge is calculated from the first day following the period of two (2) business days stated above. This late charge is based on the average monthly prime rate posted by Claims Administrator's designated bank during the Contract Period, plus two (2) percent on the amount of the late payments for the number of days late. Late charges are due at the end of the Contract Period or, if earlier, upon termination of the Contract.
- c. **Notices** Notices required by this subsection and subsection 3.4 shall be by secure e-mail unless another method is agreed upon in writing by the Plan Sponsor and the Claims Administrator.

### 3. DUTIES AND RESPONSIBILITIES OF THE CLAIMS ADMINISTRATOR

#### 3.1. Administrative Duties

The Claims Administrator agrees to perform the following administrative services for the Plan Sponsor. The Claims Administrator shall:

- a. assist in the preparation and printing of the benefit program booklets, identification cards, and other materials necessary for the operation of the Plan; and distribute identification cards to Members.  
The Claims Administrator shall be responsible to include approved BlueCard program disclosure language in the booklets it prepares. If the Plan Sponsor prepares its own booklets, the Claims Administrator shall provide approved language to the Plan Sponsor for inclusion in the booklets;
- b. perform reasonable internal audits as stated in section 6 of this Contract;
- c. answer inquiries from the Plan Sponsor, Members, and service providers regarding the terms of the Plan, although final authority for construing the terms of the Plan's eligibility and benefit provisions is the Plan Sponsor's;
- d. prepare and provide the Plan Sponsor with reports of the operations of the Plan in accordance with "Attachment C – Reporting";
- e. coordinate with any stop-loss insurance carrier;
- f. when the plan makes use of one (1) or more of the Claims Administrator's provider networks, maintain a network of healthcare facilities and professionals as applicable to the plan design. Paid claims to such providers will reflect any applicable provider discounts;
- g. perform care facilitation services as identified in "Attachment F – Carecompass360°."
- h. manage the formulary chosen by the Plan Sponsor.
- i. **Pharmacy Benefit Program** For pharmacy benefit claims, Claims Administrator will pay Plan Sponsor a prescription drug rebate payment equal to a specific amount per paid brand-name prescription drug claim. Prescription drug rebates Claims Administrator receives from its pharmacy benefit administrator in connection with Claims Administrator's overall pharmacy benefit utilization may be more or less than the Plan Sponsor's rebate payment. The Plan Sponsor's rebate payment shall be made to the Plan Sponsor on a calendar quarterly basis unless agreed upon otherwise.  
The allowable charge for prescription drugs is higher than the price paid to the pharmacy benefit manager for those prescription drugs.  
The parties hereby agree that the difference between the allowable charge for prescription drugs and the price paid to the pharmacy benefit manager, and the prescription drug payments received by Claims Administrator from its pharmacy benefit manager, constitutes our property, and not part of the compensation payable to Plan Sponsor under this Contract, and that Claims Administrator is entitled to retain and shall retain such amounts and may apply them to the cost of its operations and the pharmacy benefit.  
**Medical Benefit Drug Program** The medical benefit drug program is separate from the pharmacy program. It includes claims for drugs delivered as part of medical services. For medical benefit drug claims, the Claims Administrator may contract with subcontractors that have rebate contracts with various manufacturers. Rebate subcontractors retain a portion of rebates collected as a rebate administration fee. The Claims Administrator retains a portion of the rebate. The Plan Sponsor's medical benefit drug rebate payment shall be made to the Plan Sponsor on an annual basis if the rebate is \$500 or more. If less than \$500, the Claims Administrator will retain the medical benefit drug rebate.
- j. The Claims Administrator, at its sole discretion, reserves the right to delegate some or all of its duties and responsibilities under this Contract to a third party.

### 3.2. Appeals

- a. The Claims Administrator shall review and respond to the initial appeals made by Members of Adverse Benefit Determinations (see section 1) as described in the benefit booklet provided by the Claims Administrator for this Plan.

The Claims Administrator shall also provide a second review of adverse Member appeal decisions made after its initial review. This review will be conducted as described in the benefit booklet provided by the Claims Administrator for this Plan.

- b. If an adverse decision on a Member's appeal results from the Plan's internal appeal process, the Claims Administrator agrees to facilitate a review of the appeal by an Independent Review Organization (IRO) on behalf of the Plan Sponsor. The Claims Administrator will submit all required documentation regarding the appeal to the IRO and work with the IRO as needed to complete its review.

The external appeal process for Non-Grandfathered Plans will be offered and administered in accordance with the requirements of the Affordable Care Act.

The Plan Sponsor is responsible for all costs charged by the IRO to perform its review. If the Plan Sponsor chooses to share that cost with Members to the extent allowed under the Affordable Care Act, the Plan Sponsor is responsible to charge and collect any such fee from a Member.

### 3.3. Claims Processing

The Claims Administrator shall process all eligible claims incurred after the Effective Date of this Contract which are properly submitted in accordance with the procedures set forth in the Plan Sponsor's benefit booklet.

The Claims Administrator shall make reasonable efforts to determine that a claim is covered under the terms of the Plan as described in the benefit booklet, to apply the coordination of benefits provisions, and prepare and distribute benefit payments to Members and/or service providers. The Claims Administrator shall make reasonable efforts to identify and recover overpayments due to claim processing errors that were within its control, retroactive cancellations, or fraudulent billing practices. "Reasonable" for the purposes of this section shall be determined by the Claims Administrator.

### 3.4. Funding Support

The Claims Administrator shall follow the steps below to facilitate the Plan Sponsor's funding of its Plan.

- a. Claim payment checks will be issued on the Claims Administrator's check stock. However, as stated in subsection 2.8 above, the responsibility for funding benefits is the Plan Sponsor's and the Claims Administrator is not acting as an insurer.
- b. Each week, the Claims Administrator shall notify the Plan Sponsor of the amount due for the prior week's claims. Notice will be by secure e-mail unless another method is agreed upon in writing by the Claims Administrator and the Plan Sponsor.

### 3.5. Participation In Class Action Suits

The Plan Sponsor hereby delegates to the Claims Administrator the authority to participate on behalf of the Plan Sponsor, and at the Claims Administrator's sole discretion, in class action lawsuits or settlements regarding any services or supplies covered under the terms of the Plan. Examples of such services or supplies include prescription or specialty drugs or medical devices. Such participation shall be limited to those instances in which the Claims Administrator determines that it will submit a claim in the subject suit on behalf of its insured book of business. The Claims Administrator shall have no obligation to participate on behalf of the Plan Sponsor in any other lawsuit or settlement. The Claims Administrator will have no obligation to file claims on behalf of a Plan Sponsor with which the Claims Administrator does not have a contract at the time the claims for recovery are submitted.

The Plan Sponsor will recover the amount it is due under the terms of the settlement in question based upon the data submitted by the Claims Administrator. Any amounts recovered by the Claims Administrator hereunder shall be net of the Claims Administrator's fee as set forth below as well as fees paid to outside counsel in connection with the lawsuit and/or settlement.

For each class action lawsuit or settlement in which the Claims Administrator participates hereunder on the Plan Sponsor's behalf, the Plan Sponsor shall pay the Claims Administrator a fee representing a proportionate share of



a fixed amount intending to compensate the Claims Administrator for its work in connection with pursuing recovery in these cases. The fixed amount is shown in "Attachment D – Fees Of The Claims Administrator." This fixed amount is subject to change on an annual basis with at least 60 days' advance notice to the Plan Sponsor. The amount of the Claims Administrator's fee payable by each Plan Sponsor shall be based on the proportion of the total amount recovered by the Claims Administrator on behalf of the Plan Sponsor compared to the amount recovered by Claims Administrator for all lines of business. The fee will be deducted from the amount of any recovery received on behalf of the Plan Sponsor and will in no event exceed the amount of such recovery.

Payment hereunder shall be made within 60 days of the Claims Administrator's receipt of the settlement funds.

The Claims Administrator shall have no obligation to forward settlement funds to any group hereunder if the amount due to the group is less than \$5.

The Plan Sponsor may elect to decline to participate in the Claims Administrator's recovery process related to class action lawsuits or settlements regarding any services or supplies covered under the Plan by providing the Claims Administrator written notice. Except as set forth below, in the event the Plan Sponsor opts out, the Claims Administrator shall have no further obligation whatsoever to the Plan Sponsor in connection with the recovery process. The Plan Sponsor may request that the Claims Administrator gather data necessary for the Plan Sponsor to submit its own claim. In any such case, the Plan Sponsor shall pay the amount shown in "Attachment D – Fees Of The Claims Administrator" for the data-gathering services. Additionally, the Plan Sponsor shall make any such request in writing a minimum of 30 days in advance of the claim filing deadline.

#### **4. LIMITS OF THE CLAIMS ADMINISTRATOR'S RESPONSIBILITY**

It is recognized and understood by the Plan Sponsor that the Claims Administrator is not an insurer and that the Claims Administrator's sole function is to provide claims administration services and the Claims Administrator shall have no liability for the funding of benefits.

The Claims Administrator is empowered to act on behalf of the Plan Sponsor in connection with the Plan only as expressly stated in this Contract or as mutually agreed to in writing by the Claims Administrator and the Plan Sponsor.

This Contract is between the Claims Administrator and the Plan Sponsor and does not create any legal relationship between the Claims Administrator and any Member or any other individual.

##### **4.1. Recoveries**

If, during the course of an audit performed internally by the Claims Administrator as described in subsection 3.1.b. above or by the Plan Sponsor pursuant to section 6 below, any error is discovered, the Claims Administrator shall use reasonable efforts to recover any loss resulting from such error.

##### **4.2. Independent Contractor**

The Claims Administrator is an independent contractor with respect to the services being performed pursuant to this Contract and shall not for any purpose be deemed an employee of the Plan Sponsor.

##### **4.3. Limits of Liability**

It is recognized by the parties that errors may occur, and it is agreed that the Claims Administrator will not be held liable for such errors unless they resulted from its gross negligence or willful misconduct. The Plan Sponsor agrees to defend, indemnify and hold harmless the Claims Administrator from all claims, damages, liabilities, losses and expenses arising out of the Claims Administrator's performance of administration services under the terms of this Contract, so long as they did not arise out of the Claims Administrator's gross negligence or willful misconduct. In the event that Claims Administrator becomes aware of an inaccurately priced claim, Claims Administrator shall ensure that Plan Sponsor's funding obligation is limited to the accurate price of such claim.

## 5. FEES OF THE CLAIMS ADMINISTRATOR

### 5.1. Payment Time Limits

By the first of each month, The Plan Sponsor shall pay the Claims Administrator in accordance with the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator."

### 5.2. Late Payments

- a. If, for any reason whatsoever, the Plan Sponsor fails to make a timely payment required under this Contract by the thirtieth day of the month in which payment is due, the Claims Administrator may suspend performance of services to the Plan Sponsor, including processing and payment of claims, until such time as the Plan Sponsor makes the required payment, including interest as set forth in c. below.
- b. In the event of late payment, the Claims Administrator may terminate this Contract pursuant to subsection 8.5 below. Acceptance of late payments by the Claims Administrator shall not constitute a waiver of its right to cancel this Contract due to subsequent delinquent or nonpayment of fees.
- c. The Claims Administrator will charge interest to the Plan Sponsor on all payments received after the thirtieth day of the month in which they are due, including amounts paid to reinstate this Contract after termination pursuant to subsection 8.5 below, at the average prime rate posted by Claims Administrator's designated bank during the Contract Period plus two (2) percent on the amount of the late payments for the number of days late. Interest will be in addition to any other amounts payable under this Contract.

### 5.3. Customization Fees

The Plan Sponsor shall pay the Claims Administrator a "customization fee" when the Plan Sponsor requests either of the following:

- a. A plan benefit configuration that the Claims Administrator has not determined to be standard for the plan type. Customization fees for nonstandard plan benefits assessed at this Contract's Effective Date are listed in "Attachment D – Fees Of The Claims Administrator."
- b. An off-anniversary benefit change, regardless of whether the desired benefit is standard for the plan type. The customization fee for each off-anniversary change shall be \$2,000. Customization fees for off-anniversary changes shall be invoiced separately to the Plan Sponsor.

For purposes of customization fees, "benefits" include eligibility, termination, continuation, and benefit payment provisions, benefit terms, limitations, and exclusions, funding arrangement changes, and any other standard provisions of the Plan. Fees are computed based on current administrative costs to implement and administer the benefit.

Customization fees for custom benefits that take effect on the Effective Date shown on the face page of this Contract are due and payable prior to that Effective Date. Customization fees for off-anniversary benefit changes are due and payable prior to the effective date of the change.

## 6. AUDIT

Within thirty (30) days of written notice from the Plan Sponsor, the Claims Administrator shall allow an authorized agent of the Plan Sponsor to inspect or audit all records and files maintained by the Claims Administrator which are directly pertinent to the administration of the Plan and which relate to a random, statistically valid number of claims for the current or most recently ended contract period. Such documents shall be made available at the administrative office of the Claims Administrator during normal business hours. The Plan Sponsor may obtain such records electronically by contacting the Claims Administrator directly by telephone or email. The Plan Sponsor shall be liable for any and all fees charged by the auditor. All audits shall be subject to the Claims Administrator's audit policies and procedures then in effect. Audits will be requested no more than once in every 12 consecutive months, unless the parties agree that the additional audit is needed to address a specific issue or is required by law. To the extent that the Plan Sponsor requests data and reports that are beyond the scope of the Claim Administrator's audit policies and procedures, the Plan Sponsor shall reimburse the Claims Administrator for the additional administrative costs incurred in producing such data and reports. Any agent or

auditor who has access to the records and files maintained by the Claims Administrator shall agree not to disclose any proprietary or confidential information used in the business of the Claims Administrator.

## 7. TERM OF CONTRACT

### 7.1. Contract Period

The term of this Contract shall be the Contract Period shown on the face page of this Contract. If the Plan Sponsor and the Claim Administrator agree to extend the Contract for another contract period by means of an amendment, the term of this Contract shall be the Contract Period shown on the amendment.

Except as stated otherwise in this section and in subsection 7.2 below, the terms and conditions of this Contract and the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" are established for the Contract Period. Midyear benefit or administrative changes (other than those in 8.2.a.6.) require thirty (30) days advance written notice and the advance approval of the Claims Administrator.

The Claims Administrator reserves the right to amend this Contract at any time if needed to comply with applicable law or regulation.

### 7.2. Changes to Fees

The Plan Sponsor acknowledges that the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" and the services provided for in this Contract are based upon the terms of the Plan and the enrollment as they exist on the Effective Date of this Contract.

- a. Any substantial changes, whether required by law or otherwise, in the terms and provisions of the Plan or in enrollment may require that the Claims Administrator incur additional expenses. The parties agree that any substantial change, as determined by the Claims Administrator after consultation with the Plan Sponsor, shall result in the alteration of the fee schedule, even if the alteration is during the Contract Period. The phrase "any substantial change" shall include, but not be limited to:
  1. a fluctuation of ten (10) percent or more in the number of Members as set forth on the census information included in "Attachment B – Census Information" which is herein incorporated by reference and made a part of this Contract;
  2. the addition of benefit program(s) or any change in the terms of the Plan's eligibility rules, benefit provisions or record keeping rules that would increase administration costs by more than \$2,000;
  3. any change in claims administrative services, benefits or eligibility required by law;
  4. any change in administrative procedures from those in force at the inception of this Contract that is agreed upon by the parties;
  5. any additional services which the Claims Administrator undertakes to perform at the request of the Plan Sponsor which are not specified in this Contract such as the handling of mailings or preparation of statistical reports and surveys not specified in the Claims Administrator's standard Employer Group Reporting set.
  6. A change in the third-party administrator, if any, used by the Plan Sponsor with respect to the benefits provided under this Contract. The Plan Sponsor will provide the Claims Administrator no less than 120 days' advance written notice of any such change.
- b. The Claims Administrator may also adjust the fees during the Contract Period by giving thirty (30) days advance written notice to the Plan Sponsor or its agent, if the Plan Sponsor agrees with the Claims Administrator that the fees are based in whole or in part upon a mistake that materially impacts such fees.

## 8. TERMINATION

### 8.1. Termination With Notice

The Plan Sponsor may terminate this Contract at any time by giving the Claims Administrator thirty (30) days written notice.

## **8.2. Contract Period Expiration**

This Contract will terminate on the last day of the Contract Period or the last day of any extension of the Contract Period granted by the Plan Sponsor.

## **8.3. Termination Due to Insolvency**

Either party may terminate this Contract effective immediately by giving written notice to the other if a party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether foreign or domestic. A party is insolvent if it has ceased to pay its debts in the ordinary course of business; cannot pay its debts as they become due; or the sum of its debts is greater than the value of its property at a fair valuation.

## **8.4. Termination Due to Inability to Perform**

If loss of services is caused by, or either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of natural disaster, action or decrees of governmental bodies or communication failure not the fault of the affected party, such loss or inability to perform shall not be deemed a breach. The party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice, the party whose performance has not been so affected may, as its sole remedy, terminate this Contract by written notice to the other party effective immediately. In the event of such termination, the Plan Sponsor shall remain liable to the Claims Administrator for all payments due, together with interest thereon as provided for in subsection 5.2.c. above.

## **8.5. Termination For Nonpayment**

The Claims Administrator may, at its sole discretion, terminate this Contract effective as of a missed payment due date in the event that the Plan Sponsor fails to make a timely payment required under this Contract.

## **8.6. Plan Sponsor Liability Upon Termination**

In the event this Contract is terminated, the Plan Sponsor shall remain liable to the Claims Administrator for all delinquent sums together with interest thereon as provided for in subsection 5.2.c. above.

At the expense of the Plan Sponsor, the Claims Administrator shall make available a record of deductibles and coinsurance levels for each Member and deliver this information to the Plan Sponsor or its authorized agent.

## **8.7. Claims Runout**

The Plan Sponsor continues to be solely liable for claims received by the Claims Administrator after the Contract terminates. For the fifteen (15)-month period following termination of this Contract, the Claims Administrator shall continue to process eligible claims incurred prior to termination, or adjustments to claims incurred prior to termination, that the Claims Administrator receives no more than twelve (12) months after the date of termination at the claims runout processing fee rate set forth in "Attachment D – Fees Of The Claims Administrator."

The runout processing charge will be due in full with the first request for claims reimbursement made during the runout period.

If the Claims Administrator receives claims for Plan benefits more than twelve (12) months after the date this Contract terminates, Claims Administrator shall deny those claims. If the Plan Sponsor wants to negotiate a different arrangement, the Plan Sponsor must contact the Claims Administrator no later than the start of the fourteenth month after the date this Contract terminates.

This "Claims Runout" provision shall survive termination of this Contract.

## **9. DISCLOSURE**

It is recognized and understood by the Plan Sponsor that the Claims Administrator is subject to all laws and regulations applicable to Claims Administrators and health care service contractors.

It is also recognized and understood by the Plan Sponsor that the Claims Administrator is not acting as an insurer and also is not providing stop-loss insurance.

## **10. OTHER PROVISIONS**

### **10.1. Choice of Law**

The validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the state of Washington, unless federal law applies. Any and all disputes concerning this Contract shall be resolved in King County Superior Court or federal court as appropriate.

### **10.2. Proprietary Information**

The Claims Administrator reserves the right to, the control of, and the use of the words "Premera Blue Cross" and all symbols, trademarks and service marks existing or hereafter established. The Plan Sponsor shall not use such words, symbols, trademarks or service marks in advertising, promotional materials, materials supplied to Members or otherwise without the Claims Administrator's prior written consent which shall not be unreasonably withheld.

The Claims Administrator's provider reimbursement information is proprietary and confidential to the Claims Administrator and will not be disclosed to the Plan Sponsor unless and until a separate Confidentiality Agreement is executed by the parties. For the purposes of this section, "provider reimbursement information" means data containing, directly or indirectly (a) diagnostic, procedures or other code sets; and (b) billed amount, allowed amount, paid amount or any other financial information for In-Network and Out-Of-Network hospitals, clinics, physicians, other health care professionals, pharmacies and any other type of facility. Such data may or may not specifically identify providers. No other provision of this Contract or any other agreement or understanding between the parties shall supersede this provision.

### **10.3. Parties To The Contract**

The Plan Sponsor hereby expressly acknowledges, on behalf of itself and all of its Members, its understanding that this Administrative Service Contract constitutes a Contract solely between the Plan Sponsor and the Claims Administrator, that the Claims Administrator is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting the Claims Administrator to use the Blue Cross Service Mark in the States of Washington and Alaska, and that the Claims Administrator is not contracting as the agent of the Association.

The Plan Sponsor further acknowledges and agrees that it has not entered into this Administrative Service Contract based upon representations by any person other than the Claims Administrator, and that no person, entity or organization other than the Claims Administrator shall be held accountable or liable to the Plan Sponsor for any of the Claims Administrator's obligations to the Plan Sponsor created under this Administrative Service Contract. This provision shall not create any additional obligations whatsoever on the Claims Administrator's part other than those obligations created under other provisions of this Administrative Service Contract.

### **10.4. Notice**

Except for the notice given pursuant to the "Funding" subsection of Section 2, any notice required or permitted to be given by this Contract shall be in writing and shall be deemed delivered three (3) days after deposit in the United States mail, postage fully prepaid, return receipt requested, and addressed to the other party at the address as shown on the face page of this Contract or such other address provided in writing by the parties.

### **10.5. Integration**

This Contract, including any appendices, amendments or attachments incorporated herein by reference, embodies the entire Contract and understanding of the parties and supersedes all prior oral and written communications between them. Only a writing signed by both parties hereto hereof may modify the terms.

### **10.6. Assignment**

Neither party shall assign this Contract or any of its duties or responsibilities hereunder without the prior written approval of the other.

## 10.7. Survival

The following provisions shall survive the termination of this Contract:

- a. The funding of claims incurred prior to termination and processed during the runout period described in 8.7 Claims Runout. The funding provisions are described in subsections 2.8 and 3.4, and the payment of runout processing fees is described in subsection 8.7.
- b. The liability, hold harmless and indemnification provisions of subsection 4.3
- c. The Effect on Termination section in the Business Associate Agreement

## 10.8. Independent Contractors

All health care providers who provide services and supplies to a Member do so as independent contractors. None of the provisions of the plan or this Contract are intended to create, nor shall they be deemed or construed to create, any employment or agency relationship between the Claims Administrator and the provider of service other than that of independent contractors.

## 11. ATTACHMENTS TO THE ADMINISTRATIVE SERVICE CONTRACT

The following attach to and become part of the body of this Contract and they are herein incorporated by reference.

ATTACHMENT A – OUT-OF-AREA SERVICES

ATTACHMENT B – CENSUS INFORMATION

ATTACHMENT C – REPORTING

ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT F – CARECOMPASS360°

ATTACHMENT G – EXTENDED POST-PAYMENT RECOVERY SERVICES

ATTACHMENT H – PREMIER VALUE-BASED PROVIDER ARRANGEMENTS

## ATTACHMENT A – OUT-OF-AREA SERVICES

As a Licensee of the Blue Cross and Blue Shield Association (BCBSA), the Claims Administrator has arrangements with other Blue Cross and/or Blue Shield Licensees ("Host Blues") for Members care outside the Service Area. These arrangements are called "Inter-Plan Arrangements." The Claims Administrator is required by BCBSA to disclose the information below about these Inter-Plan Arrangements to groups with which the Claims Administrator does business. The Plan Sponsor has consented to this disclosure to permit the Claims Administrator to satisfy its contractual obligations to BCBSA. This provision defines or modifies the rights and obligations of the parties under this Contract only for the processing of claims for care outside the Service Area.

The Inter-Plan Arrangements follow rules and procedures set by BCBSA. The Claims Administrator remains responsible to the Plan Sponsor for fulfilling its obligations under this Contract.

A Member's receiving services through these Inter-Plan Arrangements does not change covered benefits, benefit levels, or any eligibility requirements of the Plan.

The BlueCard<sup>®</sup> Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' In-Network Providers. The Host Blue is responsible for contracting and handling all interactions with its In-Network Providers. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (Non-Contracted Providers). This Attachment explains how the Plan pays both types of providers.

Note: The Claims Administrator processes claims for the Prescription Drugs benefit directly, not through an Inter-Plan Arrangement.

### BlueCard Program

Except for copays, the Claims Administrator will base the amount Members must pay for claims from Host Blues' In-Network Providers on the lower of the provider's billed charge for the covered services or the Allowed Amount that the Host Blue made available to the Claims Administrator.

Most often, the Plan Sponsor's liability for those claims is calculated based on the same amount on which the Member's liability is calculated. However, sometimes the Host Blue's Allowed Amount may be greater than the billed charges if the Host Blue has negotiated with an In-Network Provider an exclusive allowance (such as a per-case or per-day amount) for specific services. This excess amount may be needed to secure (a) the provider's participation in the Host Blue's network and/or (b) the overall discount negotiated by the Host Blue. Because the Member never has to pay more than the billed charge, the Plan Sponsor may be liable for the amount above the provider's billed charge even when the Member's deductible, if any, has not been satisfied.

Host Blues determine Allowed Amounts for covered services, which are reflected in the terms of their In-Network Provider contracts. The Allowed Amount can be one of the following:

- An actual price. An actual price is a negotiated amount passed to the Claims Administrator without any other increases or decreases.
- An estimated price. An estimated price is a negotiated price that is reduced or increased to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives.
- An average price. An average price is a percentage of billed charges for the covered services representing the aggregate payments that the Host Blue negotiated with all of its In-Network Providers or its In-Network Providers in the same or similar class. It may also include the same types of claim- and non-claim-related transactions as an estimated price.

The use of estimated or average pricing may result in a difference between the amount the Plan Sponsor pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the Host Blue's Allowed Amount for a claim is final for that claim. No future estimated or average price adjustment will change the pricing of past claims.

Any positive or negative differences in estimated or average pricing on a claim are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts to be charged to the Plan Sponsor will be adjusted in a following year, as necessary, to account for over- or underestimation of past years' prices. The Host Blue will not receive compensation from how the estimated or average price methods, described above, are calculated. Because all amounts paid are final, neither variance account funds held to be paid in the following year, nor the funds expected to be received in the following year, are due to or from the Plan Sponsor. If this Contract terminates, the Plan Sponsor will not receive a refund or charge from the variance account.

Variance account balances are small amounts compared to overall claims amounts and will be drawn down over time. Some Host Blues may retain interest earned, if any, on funds held in variance accounts.

**Clark County Providers** Services in Clark County, Washington are processed through BlueCard. However, some providers in Clark County do have contracts with the Claims Administrator. These providers will submit claims directly to the Claims Administrator and benefits will be based on the Claims Administrator's Allowed Amount for the covered service or supply.

**Value-Based Programs** Members might receive covered services from providers that participate in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and coordinating care when the Member is seeing multiple providers. Some of these programs are similar to those the Claims Administrator has in Washington. Types of value-based programs are accountable care organizations, global payment/total cost of care arrangements, patient-centered medical homes and shared savings arrangements.

The Host Blue may pay VBP providers for meeting standards for treatment outcomes, cost and quality, and coordinating care over a period of time called a measurement period. The Claims Administrator then passes these payments through to the Plan Sponsor. Sometimes, VBP payments are made before the end of the measurement period.

The Host Blue may bill VBP payments for Members in one of two ways:

- **In the Allowed Amount** Host Blues may adjust the Allowed Amount for VBP provider claims to include VBP payments. The actual dollar amount or a small percentage increase may be included.

If the VBP pays a fee to the provider for coordinating the Member's care with other providers, the Host Blues may also bill these fees with claims. They will use a separate procedure code for care coordination fees.

Members will have to pay a share of VBP payments when Host Blues include VBP charges in claims and a deductible or coinsurance applies to the claim. Members will not be billed for any VBP care coordination fees.

- **Billed Separately** Instead of adjusting claims, some Host Blues bill VBP payments as a "per Member per month" (PMPM) charge for each Member who participates in the Value Based Program. The Claims Administrator passes these PMPM amounts on to the Plan Sponsor.

Some Host Blues' claims adjustments or PMPM amounts used for VBP payments may be estimates. As a result, these Host Blues hold part of the amounts paid by the Plan Sponsor and Member in a variance account. The Host Blues will use these funds to adjust future VBP payments as explained under "BlueCard Program" above.

## **Taxes, Surcharges And Fees**

In some cases, a law or regulation may require that a surcharge, tax, or other fee be applied to claims under this Plan. When this occurs, the Claims Administrator will disclose that surcharge, tax or other fee to the Plan Sponsor as part of its liability.

## **Non-Contracted Providers**

When covered services are provided outside the Claims Administrator's Service Area by Non-Contracted providers, the Allowed Amount will generally be based on either the Claims Administrator's Allowed Amount for these providers or the pricing requirements under applicable law. Members are responsible for the difference between the amount that the Non-Contracted Provider bills and this Plan's payment for the covered services. Please see the definition of "Allowed Amount" in Section 1 in this Contract for details on Allowed Amounts.



## Return of Overpayments

Recoveries of overpayments can arise in several ways. Examples are anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts will generally be applied on either a claim-by-claim or prospective basis. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to the Plan Sponsor separately. The fee is usually a percentage of the amount recovered.

Unless otherwise agreed to by the Host Blue, the Claims Administrator may request adjustments from the Host Blue for full refunds from providers due to the retroactive cancellation of Members, but never more than one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with retroactive cancellations may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or its provider contracts or would jeopardize its relationship with its providers.

## Blue Cross Blue Shield Global® Core

If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core helps Members access a provider network, they will typically have to pay the provider and submit the claims themselves to get reimbursement for covered services. However, if Members need hospital inpatient care, the Service Center can often direct them to hospitals that will not require them to pay in full at the time of service. These hospitals will also submit the Member's claims to Blue Cross Blue Shield Global Core.

## Fees and Compensation

**In-Network Providers** The Plan Sponsor understands and agrees to reimburse the Claims Administrator for certain fees and compensation which the Claims Administrator is obligated under applicable Inter-Plan Programs requirements to pay to the Host Blues, to BCBSA, and/or to Inter-Plan Programs vendors, as described below. The fees may be revised in accordance with Inter-Plan Programs standard procedures, which do not provide for prior approval by any plan sponsor. Such revisions typically are made on January 1, but may occur at any time. Revisions do not necessarily coincide with the Plan Sponsor's benefit period under this Contract.

Only the "access fee" can be charged separately each time a claim is processed. The access fee is charged by the Host Blue to the Claims Administrator for making its applicable provider network available to Members. The access fee will only apply to In-Network Providers' claims. If such a fee is charged, it will be a percentage of the discount/differential the Claims Administrator receives from the Host Blue. The access fee will not exceed \$2,000 for any claim.

All other Inter-Plan Programs-related fees are covered by the Claims Administrator's general administration fee. See "Attachment D – Fees of the Claims Administrator."

**Non-Contracted Providers** All fees related to Non-Contracted Provider claims are covered by the Claims Administrator's general administration fee.

## ATTACHMENT B – CENSUS INFORMATION

Administration Fees, effective January 1, 2022, are based on the following:

<b>Number of Active and Retired Members:</b>	<b>653</b>	
	<b>Employee</b>	<b>Dependents</b>
Medical	250	403

<b>Number of COBRA Members:</b>	<b>20</b>	
	<b>Employee</b>	<b>Dependents</b>
Medical	11	9

**Other Carriers Offered:** **None**

## ATTACHMENT C – REPORTING

A standard package of reports covering the Contract Period will be provided to the Plan Sponsor within the fees set forth in "Attachment D – Fees Of The Claims Administrator." The reports will cover:

- Funding revenue
- Paid claims
- Census data
- Claims summaries by:
  - Provider type
  - Service type
  - Coverage type

Please note that reports, format, and content may be modified from time to time as needed.

If the Plan Sponsor requests a report that includes information not provided in our standard package of reports or a custom format for standard data, we reserve the right to charge additional fees as needed for that report.

## ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

**ATTACHMENT D  
to the Administrative Service Contract  
between**

**PREMERA BLUE CROSS  
and  
City of Marysville  
Group Number: 4018895  
Effective: 1/1/2022 through 12/31/2022**

Pursuant to the Administrative Service Contract, the Plan Sponsor shall pay the Claims Administrator the fees, as set forth below, for administrative services.

**Administration Fees:**

\$55.37 per employee per month

**Administration Fee Breakdown:**

Administration Fee (Medical/Rx)	\$55.37
Total	\$55.37

**Claims Runout Processing Fee:**

The charge for processing runout claims is an amount equal to the active administration fee at the time of termination, times the average number of subscribers for the 3-month period preceding the termination date, times two.

**BlueCard Fee Amount:**

BlueCard Fees are tracked and billed monthly in addition to claims expense.

## Value-Based Program Payments

Provider groups enter into agreements with Premera or other Blue Cross and/or Blue Shield Licensees (Host Blues) for value-based programs. Such programs include the Blue Distinction Total Care program, Global Outcomes Contracts, accountable care organizations, patient-centered medical homes, shared savings arrangements, and global payment/total cost of care arrangements. Premera and the Host Blues may pay value-based program providers for meeting the programs' standards for treatment outcomes, cost, quality, and care coordination. The Plan Sponsor shall pay the Claims Administrator a per-member-per month (PMPM) amount established for each value-based program provider group. The PMPM amount will be multiplied by the number of the Plan Sponsor's Members that are attributed to each provider group. The PMPM amounts differ between the provider groups, and may change during the Contract Period.

## Fee For Class Action Recoveries

The Plan Sponsor shall pay the Claims Administrator a fee for its work in pursuing class action recoveries on behalf of the Plan Sponsor as described in Subsection 3.5. The fee shall be a proportionate share of \$50,000, based on the proportion of the amount recovered on behalf of the Plan Sponsor compared to the total amount recovered by the Claims Administrator for all lines of business.

## SaveOnSP Program

SaveOnSP maximizes plan savings for select non-essential health benefit specialty drugs listed at [www.premera.com/saveonsp](http://www.premera.com/saveonsp) through application of drug manufacturer coupons and covers the cost-share for participating Members. To participate, Members must contact SaveOnSP at 1-800-683-1074 to enroll before filling applicable prescriptions. Costs for the SaveOnSP program are calculated as the (i) required Member cost-share of applicable coupons; (ii) Member fills in excess of manufacturer coupon funding; (iii) amounts due if member is ineligible for manufacturer program assistance, and (iv) 25% of reported plan savings, which are invoiced monthly in the Claims invoice. Amounts in (i), (ii) and (iii) will not have to be subject to reported plan savings.

## CareCompass360°

See "Attachment F – Carecompass360°" for an overview of services provided. Services are included in the Claims Administrator's Administration Fee except where stated below.

<b>Personal Health Support</b> (See Appendix 2)	Not included in Administration Fee. \$245 per actively engaged Member per month of active engagement.	
<b>BestBeginnings Maternity</b> (See Appendix 3)	Engagement fee:	\$50 one-time fee per Member when the Member registers for the program and downloads the mobile application
	High Risk Maternity Case Management	\$350 additional one-time fee for Members engaged in high-risk case management
<b>Neonatal Intensive Care Risk Assessment &amp; Case Management</b> (See Appendix 4)	Fee waived	

## Extended Post-Payment Recovery Services:

Claims Administrator will perform the services listed below on a pay-for-performance, contingent fee ("Contingent Fee") basis, which shall be calculated as a percentage of the gross amount recovered with respect to any particular claim. See "Attachment G – Extended Post-Payment Recovery Services" for an overview of services provided.

<b>Post Payment Recovery Category</b>	<b>Contingent Fee</b>
Coordination of Benefits	25 percent
Subrogation	<p>25 percent unless Claims Administrator, in its sole option or discretion, engages outside counsel, in which case the Contingent Fee amount shall be 35 percent, whether or not the case involves litigation or other dispute resolution process.</p> <p>25 percent if, after Claims Administrator has worked a subrogation case, the Plan Sponsor takes over responsibility for the case and settles directly.</p> <p>In all cases, Plan Sponsor is also responsible for payment of any court costs, such as filing fees, witness fees or court reporter fees.</p>
Provider Billing Errors	25 percent
Credit Balance	25 percent
Hospital Billing and Chart Review	35 percent

## **ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT**

The Plan Sponsor should keep its signed business associate agreement and any signed amendments behind this page.



## ATTACHMENT F – CARECOMPASS360°

Claims Administrator agrees to make available to the Plan Sponsor certain components of the CareCompass360° program, which are more particularly described in the appendices attached hereto and incorporated herein. Claims Administrator, in its sole and absolute discretion, may upgrade, change Program Managers or otherwise modify these services. Fees for these services are shown in "Attachment D – Fees Of The Claims Administrator."

### General Provisions

- The parties understand, acknowledge and agree that the services provided to the Plan Sponsor hereunder are designed only for availability to the population of Plan Sponsor Members eligible for such services and not for application to each and every Member.
- **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Attachment shall remain valid and enforceable according to its terms.

## Appendix 1 Care Facilitation Services

Claims Administrator agrees to provide the following care facilitation services.

<b>Service</b>	<b>Description</b>
<b>Care Management</b>	
Clinical review	Prospective and retrospective review for medical necessity, appropriate application of benefits. Independent medical review and independent clinical management which may include advanced imaging (as well as Member shopping tools), radiation oncology therapy, sleep studies and genetic testing are administered by the Claims Administrator's designated Program Manager(s).
Quality Programs	Includes provision of evidence-based clinical practice and preventive care guidelines to Members and providers, chart tools, and quality of care program activities.
<b>NurseLine</b>	Round-the-clock access for Members to registered nurses to answer questions about their health care administered by the Claims Administrator's designated Program Manager.
<b>Pharmacy</b>	
Prescription drug formulary promotion	Development of formulary and access to providers and Members on-line
Physician-based pharmacy management	Physician education on cost-effective prescribing
Enhanced Controlled Substances Utilization Program (Opioid Management)	Our program, administered by the Claims Administrator's designated Program Manager, identifies and investigates Members who show signs of drug misuse or addiction. When warranted, these Members will only be able to get opioid prescriptions from a particular pharmacy and may also be restricted to one prescriber.
ePocrates	Software to provide physicians with up-to-date drug and plan formulary information.
Point-of-sale Pharmacy	Follow-up with Members and physicians to minimize inappropriate or excessive drug therapies identified when drugs are dispensed.
<b>Virtual Care</b>	<p>The Claims Administrator has contracted with one or more vendors (Program Managers) that uses interactive audio and video technology or using store and forward technology in real-time communication between the Member at the originating site and the provider for diagnoses, consultation, or treatment. Services must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• Covered service under this Plan</li> </ul>

	<ul style="list-style-type: none"><li>• Originating site: hospital, rural health clinic, federally qualified health center, physician's or other health care provider office, community mental health center, skilled nursing facility, home, or renal dialysis center, except an independent renal dialysis center</li><li>• If the service is provided through store and forward technology, there must be an associated office visit between the Member and the referring provider.</li><li>• Is Medically Necessary</li></ul>
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## Appendix 2

### Personal Health Support Services

Services of the Personal Health Support program may include:

- Telephonic personal health support, including a clinician designated as the participant's single point of contact for personal health support.
- Engagement team triage
- Periodic reporting on program enrollment and activities

#### **Eligible Health Conditions**

Members eligible for services include those who are classified by Claims Administrator, in its sole discretion, using its own methodology or criteria, as high-risk and/or have two (2) or more of the chronic conditions designated by Claims Administrator for the program. Claims Administrator may change the methodology for determining eligibility or terms of or criteria for eligibility, at its sole discretion, from time to time.

#### **Active Engagement**

The separate monthly program fee is charged only for Members who are actively engaged in personal health support services during the month. "Active engagement" means that a Member or their authorized designee (such as the parent of a minor child or an individual with power of attorney) has at least one (1) two-way conversation with their personal health support clinician in which health goals are discussed. The initial outreach contact to the Member does not count. No charges are made for a month in which there is no active engagement.

### Appendix 3

## BestBeginnings Maternity Program

The BestBeginnings Maternity program offers education and support services to pregnant Members and case management for pregnant Members identified as high risk. Member participation is voluntary. The program helps educate Members about normal symptoms of pregnancy, as well as risks and problems, including warning signs.

### BestBeginnings Program Description

The BestBeginnings program has two components:

- A mobile application, administered by the Claims Administrator's designated Program Manager, for the Member's smartphone or tablet. Members can download this mobile application from the Internet after they register for the BestBeginnings program. There is no charge to the Member. The application covers important health issues in pregnancy. It provides surveys to help identify high-risk pregnancies and post-partum depression. It also offers information, tools, milestones, alerts on pregnancy-related issues, and reminders. Content is updated quarterly as needed.
- The Claims Administrator will provide outreach to Members identified as having the potential for a high risk pregnancy. These Members can click in the mobile application to call one of the Claims Administrator's maternity specialists. These specialists are the Claims Administrator's personal health support clinicians who have specific maternity training. Maternity specialists are available from 6:00 a.m. to 8:00 p.m. on Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday, Pacific time.

## Appendix 4 Neonatal Intensive Care Risk Assessment and Case Management

The Neonatal Intensive Care Unit (NICU) Program provides case management for babies admitted to the NICU. The program is administered by the Claims Administrator's designated program manager (the "Program Manager"). The Claims Administrator and/or the hospital refers Members who are admitted to the NICU or a specialty care nursery to the Program Manager. The Program Manager then contacts the parents to get consent for the newborn Member to participate in the NICU Program. Member participation is voluntary.

Services include:

- Coordination of care for newborns throughout their stays in the NICU
- Assistance with management of the baby's care from discharge to the baby's transition home
- Comprehensive booklet that educates parents about the NICU and the needs of the child in the NICU
- Measures health outcomes
- Recommends appropriate levels of care to the Claims Administrator

## ATTACHMENT G – EXTENDED POST-PAYMENT RECOVERY SERVICES

Claims Administrator, through its affiliate, Calypso, shall provide a set of Extended Post Payment Recovery Services to the Plan Sponsor as described below. Claims Administrator will perform these services on a pay-for-performance, contingent fee ("Contingent Fee") basis, which shall be calculated as a percentage of the gross amount recovered with respect to any particular claim. Contingent Fees are shown in "Attachment D – Fees Of The Claims Administrator."

<b>Post Payment Recovery Category</b>	<b>Explanation of Services</b>
<b>Coordination of Benefits</b>	<p>Claims Administrator’s investigators and auditors will work to identify and pursue overpayments due to Member’s missing or inaccurate COB information. Claims Administrator utilizes questionnaires and interviews with providers, employers and Members to determine if Plan Sponsor’s Plan is primary or secondary.</p>
<b>Subrogation</b>	<p>Claims Administrator’s investigators, auditors and attorneys identify and pursue overpayments due to Subrogation opportunities. Claims Administrator’s research to obtain accurate subrogation information and determine group’s subrogation rights include questionnaires and interviews with providers, employers and Members. As Claims Administrator deems necessary, Claims Administrator manages attorney and Member notification, coordinates case documentation, coordinates with potentially responsible parties and provides representation for hearings.</p> <p>Claims Administrator will notify Plan Sponsor in the event that Claims Administrator recommends that the Plan Sponsor file suit. Plan Sponsor retains the right to authorize or deny any legal action.</p> <p>Claims Administrator will not initiate legal action to enforce the plan's subrogation provision without prior approval from the Plan Sponsor.</p> <p>If Plan Sponsor brings any legal action on its own, Plan Sponsor will be solely responsible for the case, and (1) The Claims Administrator will cooperate with the Plan Sponsor; (2) Any court costs and attorneys' fees incurred in pursuing such subrogation claims shall be the responsibility of the Plan Sponsor; and (3) If Claims Administrator had already opened a subrogation case, Plan Sponsor shall pay Claims Administrator its subrogation fee set forth in "Attachment D – Fees Of The Claims Administrator." (If Claims Administrator had not already opened a subrogation case, no fees shall be due the Claims Administrator.)</p>
<b>Provider Billing Errors</b>	<p>Claims Administrator’s post-payment editing programs and investigators and auditors perform additional screens and tests where billing information is inconsistent with age/services rendered or where there appears to be up-coding or unbundling of services. A recovery process is then employed to request and recover verified overpayments.</p>

Post Payment Recovery Category	Explanation of Services
<b>Credit Balance</b>	This service requires an on-site review of the provider's financial records and discussions with their staff. Credit balances are verified as owed to Plan Sponsor and the source of the credit is determined. The credit is reviewed with the provider and approved for payment back to Claims Administrator or the Plan Sponsor.
<b>Hospital Billing and Chart Review</b>	<p>This service requires an on-site review of the Member's medical charts and interviews with provider staff by registered nurses. Calypso out-sources the on-site review work to an independent vendor who ensures that:</p> <ul style="list-style-type: none"> <li>• Service is consistent with diagnosis and billing is consistent with services.</li> <li>• There has been no unbundling of services, diagnosis up-coding or billing maximization.</li> <li>• Services rendered were prescribed by the physician and the doctor's notes were signed.</li> <li>• Standardized billing and payment policies were used.</li> </ul> <p>Calypso provides support for this vendor's efforts as well as processes all recoveries.</p>



## **ATTACHMENT H – PREMIERA VALUE-BASED PROVIDER ARRANGEMENTS**

The Claims Administrator provides access for Members to provider groups that participate in Claims Administrator's value-based programs (VBPs). VBPs focus on improving treatment outcomes, cost and quality, and coordinating care when the Member is seeing multiple providers.

The Claims Administrator pays VBP providers for meeting standards for treatment outcomes, cost and quality, and coordinating care over a period of time called a measurement period. The Claims Administrator will then pass these VBP payments through to the Plan Sponsor.

# *Index #15*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 28, 2022**

<b>AGENDA ITEM:</b>	
An Ordinance Amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3160	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Draft Ordinance	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
Various	
<b>SUMMARY:</b>	
<p>Proposed amendments to the 2021-2022 Biennial Budget includes adding 4.5 FTEs and three reclassifications as described below:</p> <p><u>Project Engineer (Parks) (1.0 FTE)</u> – discussed at retreat – would like to move forward because the ARPA expenditures just approved require engineering support.</p> <p><u>Senior Accounting Technician (1.0 FTE)</u>-discussed at retreat – would like to move forward because there is additional need in payroll</p> <p><u>Computer Technician (1.0 FTE)</u>-discussed at retreat – would like to move forward because with move to Civic Center (this is actually a seasonal position now)</p> <p><u>GIS Manager reclassification</u>-would like to move forward reclassification because current job posting has attracted no candidates at current level</p> <p><u>Legal Services Manager reclassification</u>- current incumbent is doing work that justifies reclassification</p> <p><u>Economic Developer &amp; Property Manager reclassification</u> – addition of property management duties to Economic development position would be a reclassification of current position.</p> <p><u>Community Support Specialist I (1.5 FTE)</u> – This would expand the current embedded social worker program to add a mental health program practitioner and case manager.</p> <p><u>Public Works Restructure (1.0 FTE)</u> – (see attached for details).</p> <p><u>Deputy City Attorney reclassification</u></p>	

<p><b>RECOMMENDED ACTION:</b></p> <p>Staff recommends that Council authorize the Mayor to sign and execute an ordinance amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3160.</p> <p><b>RECOMMENDED MOTION:</b></p> <p>I move to authorize the Mayor to sign and execute Ordinance No. _____.</p>
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CITY OF MARYSVILLE  
Marysville, Washington

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

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE  
2021-2022 BIENNIAL BUDGET AND PROVIDING FOR THE  
INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR  
IN ORDINANCE NO. 3160.

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

Section 1. Since the adoption of the 2021-2022 budget by the City Council on October 26, 2020, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2021- 2022 budget. The following funds as referenced in Ordinance No. 3160 are hereby amended to read as follows:

<b>Fund Title</b>	<b>Fund No.</b>	<b>Description</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Amount of Inc/(Dec)</b>
General Fund	001	Beginning Fund Balance	\$ 14,447,658	\$ 14,447,658	\$ -
General Fund	001	Revenue	110,852,978	111,121,799	268,821
General Fund	001	Expenditures	117,587,090	118,067,175	480,085
General Fund	001	Ending Fund Balance	7,713,546	7,502,282	(211,264)
Water/Sewer Utilities	401	Beginning Fund Balance	11,703,663	11,703,663	-
Water/Sewer Utilities	401	Revenue	59,852,411	59,852,411	-
Water/Sewer Utilities	401	Expenditures	60,612,867	60,676,150	63,283
Water/Sewer Utilities	401	Ending Fund Balance	10,943,207	10,879,924	(63,283)
Solid Waste	410	Beginning Fund Balance	4,686,461	4,686,461	-
Solid Waste	410	Revenue	19,738,833	19,738,833	-
Solid Waste	410	Expenditures	18,345,496	18,340,473	(5,023)
Solid Waste	410	Ending Fund Balance	6,079,798	6,084,821	5,023
Fleet Services	501	Beginning Fund Balance	784,653	784,653	-
Fleet Services	501	Revenue	3,164,303	3,212,781	48,478
Fleet Services	501	Expenditures	3,169,053	3,217,531	48,478
Fleet Services	501	Ending Fund Balance	779,903	779,903	-
Facility Maintenance	502	Beginning Fund Balance	61,739	61,739	-
Facility Maintenance	502	Revenue	783,999	832,477	48,478
Facility Maintenance	502	Expenditures	785,855	834,333	48,478
Facility Maintenance	502	Ending Fund Balance	59,883	59,883	-
IS	503	Beginning Fund Balance	135,643	367,906	232,263
IS	503	Revenue	3,402,907	3,491,502	88,595
IS	503	Expenditures	3,711,502	3,800,097	88,595
IS	503	Ending Fund Balance	(172,952)	59,311	232,263

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2021-2022 budget and in accordance with MMC 2.50.030, the 2021-2022 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3160 shall remain in full force and effect, unchanged.

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

Section 5. Effective date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

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

ATTEST:

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

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

Date of Publication: \_\_\_\_\_

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

## EXHIBIT A – 2021-2022 Amendment Account Detail

Description	Beginning Cash Balance Adjustment	Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
<b>General Fund</b>				
<b>2022</b>				
Executive - Reclassification: Economic Development & Real Property Manager			12,102	(12,102)
Legal - Reclassification: Legal Services Project Manger		1,155	2,887	(1,732)
Legal - Reclassification: Deputy City Attorney		2,365	5,912	(3,547)
Finance - New 1.0 FTE - Senior Accounting Technician		30,412	76,029	(45,617)
Police - New 1.5 FTE - Community Support Specialist I			116,819	(116,819)
Engineering - Reorganization - Assistant City Engineer		132,912	132,912	-
Engineering - New 1.0 FTE - Project Engineer (Parks)		101,979	101,979	-
PW - Reorganization: PW Services Manager			(2,408)	2,408
PW - Reorganization: Assistant PW Director/City Engineer			2,956	(2,956)
PW - Reorganization: Public Works Director			(44,837)	44,837
PW - Reorganization: Fleet/Facilities Supervisor			44,584	(44,584)
IS - Interfund Impact - Computer Technician			31,152	(31,152)
<b>Total General Fund</b>	<b>-</b>	<b>268,822</b>	<b>480,087</b>	<b>(211,265)</b>
<b>2022</b>				
PW - Reorganization: PW Services Manager			(2,408)	2,408
PW - Reorganization: Assistant PW Director/City Engineer			2,956	(2,956)
PW - Reorganization: Public Works Director			(57,648)	57,648
PW - Reorganization: Fleet/Facilities Supervisor			44,584	(44,584)
Finance - Interfund Impact - Senior Accounting Technician			30,412	(30,412)
Legal - Interfund Impact - Legal Svc Proj Mgr & Deputy City Atty			3,520	(3,520)
IS - Interfund Impact - Computer Technician & GIS Manager			41,868	(41,868)
<b>Total Fund 401</b>	<b>-</b>	<b>-</b>	<b>63,284</b>	<b>(63,284)</b>
<b>2022</b>				
PW - Reorganization: Public Works Director			(12,811)	12,811
IS - Interfund Impact - Computer Technician & GIS Manager			7,788	(7,788)
<b>Total Fund 410</b>	<b>-</b>	<b>-</b>	<b>(5,023)</b>	<b>5,023</b>
<b>2022</b>				
New FTE Fleet & Facilities Supervisor			50,989	(50,989)
PW - Reorganization: Public Works Director			(6,405)	6,405
IS - Interfund Impact - Computer Technician & GIS Manager			3,894	(3,894)
Interfund Revenue Adjustment		48,478		48,478
<b>Total Fund 501</b>	<b>-</b>	<b>48,478</b>	<b>48,478</b>	<b>-</b>
<b>2022</b>				
New FTE Fleet & Facilities Supervisor			50,989	(50,989)
PW - Reorganization: Public Works Director			(6,405)	6,405
IS - Interfund Impact - Computer Technician & GIS Manager			3,894	(3,894)
Interfund Revenue Adjustment		48,478		48,478
<b>Total Fund 502</b>	<b>-</b>	<b>48,478</b>	<b>48,478</b>	<b>-</b>
<b>2022</b>				
Reclassification: GIS Supervisor to GIS Manager			10,716	(10,716)
New 1.0 FTE - Computer Technician			77,879	(77,879)
Interfund Revenue Adjustment		88,595		88,595
Beginning Fund Balance Adjustment	232,263			232,263
<b>Total Fund 503</b>	<b>232,263</b>	<b>88,595</b>	<b>88,595</b>	<b>232,263</b>

## EXHIBIT B – 2021-2022 Compensation Grids

CITY OF MARYSVILLE  
MANAGEMENT PAY GRID 2022

2.0% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M112	No Position	\$ 76,116 \$ 36.60	\$ 78,405 \$ 37.70	\$ 80,736 \$ 38.81	\$ 83,154 \$ 39.97	\$ 85,680 \$ 41.19	\$ 88,227 \$ 42.42	\$ 90,882 \$ 43.70	\$ 93,171 \$ 44.80	\$ 95,480 \$ 45.90
M113	Assistant Court Administrator Athletic Supervisor Community Center Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor <b>Legal Services Project Manager</b>	\$ 82,960 \$ 39.88	\$ 85,442 \$ 41.08	\$ 88,033 \$ 42.32	\$ 90,645 \$ 43.57	\$ 93,386 \$ 44.90	\$ 96,193 \$ 46.25	\$ 99,064 \$ 47.62	\$ 101,546 \$ 48.82	\$ 104,073 \$ 50.03
M114	Human Resource Analyst	\$ 89,069 \$ 42.82	\$ 91,746 \$ 44.10	\$ 94,509 \$ 45.44	\$ 97,315 \$ 46.79	\$ 100,252 \$ 48.20	\$ 103,252 \$ 49.64	\$ 106,382 \$ 51.14	\$ 109,016 \$ 52.41	\$ 111,736 \$ 53.72
M115	Administrative Services Supervisor <b>GIS Supervisor</b> Training and Community Outreach Administrator <b>Fleet and Facilities Supervisor</b>	\$ 95,329 \$ 45.83	\$ 98,158 \$ 47.20	\$ 101,115 \$ 48.61	\$ 104,158 \$ 50.07	\$ 107,289 \$ 51.58	\$ 110,506 \$ 53.13	\$ 113,830 \$ 54.72	\$ 116,636 \$ 56.08	\$ 119,550 \$ 57.48
M116	Parks Maintenance/Support Services Supervisor Prosecutor <b>Solid Waste/Fleet Services Supervisor</b> Storm/Sewer Supervisor Street Supervisor Water Operations Supervisor Water Resource Supervisor Safety and Risk Manager Emergency Preparedness Manager <b>GIS Manager</b>	\$ 102,000 \$ 49.04	\$ 105,044 \$ 50.50	\$ 108,195 \$ 52.02	\$ 111,434 \$ 53.57	\$ 114,780 \$ 55.18	\$ 118,233 \$ 56.84	\$ 121,774 \$ 58.55	\$ 124,817 \$ 60.01	\$ 127,926 \$ 61.51
M117	Building Official Court Administrator Financial Operations Manager Financial Planning Administrator Planning Manager Senior Project Engineer Traffic Engineer Manager IS Supervisor Human Resources Program Manager <b>Economic Development Manager</b> Communications Manager	\$ 107,072 \$ 51.48	\$ 110,290 \$ 53.02	\$ 113,592 \$ 54.61	\$ 117,003 \$ 56.25	\$ 120,544 \$ 57.96	\$ 124,127 \$ 59.68	\$ 127,861 \$ 61.48	\$ 131,057 \$ 63.01	\$ 134,338 \$ 64.59
M118	Development Services Manager Senior Project Manager Civic Campus Project Manager <b>Public Works Services Manager</b>	\$ 112,448 \$ 54.06	\$ 115,794 \$ 55.67	\$ 119,270 \$ 57.34	\$ 122,853 \$ 59.07	\$ 126,567 \$ 60.85	\$ 130,344 \$ 62.67	\$ 134,251 \$ 64.55	\$ 137,619 \$ 66.17	\$ 141,052 \$ 67.81
M119	Assistant Parks Director Utility Manager <b>PW Services Manager</b> <b>Transportation Services and Parks Maintenance Manager</b>	\$ 118,061 \$ 56.76	\$ 121,601 \$ 58.47	\$ 125,250 \$ 60.22	\$ 129,006 \$ 62.03	\$ 132,869 \$ 63.88	\$ 136,864 \$ 65.80	\$ 140,965 \$ 67.77	\$ 144,484 \$ 69.46	\$ 148,110 \$ 71.21
M120	<b>Assistant City Engineer</b>	\$ 123,954 \$ 59.59	\$ 127,667 \$ 61.37	\$ 131,488 \$ 63.22	\$ 135,460 \$ 65.13	\$ 139,519 \$ 67.08	\$ 143,707 \$ 69.08	\$ 148,024 \$ 71.17	\$ 151,716 \$ 72.94	\$ 155,514 \$ 74.77
M121	<b>No Position</b> <b>City Engineer</b> <b>Deputy City Attorney</b>	\$ 130,171 \$ 62.59	\$ 134,079 \$ 64.46	\$ 138,072 \$ 66.38	\$ 142,217 \$ 68.37	\$ 146,491 \$ 70.43	\$ 150,895 \$ 72.54	\$ 155,429 \$ 74.73	\$ 159,292 \$ 76.58	\$ 163,264 \$ 78.49
M122	Assistant Finance Director <b>Economic Development &amp; Real Property Manager</b> <b>Assistant Public Works Director/City Engineer</b> <b>Deputy City Attorney</b>	\$ 136,669 \$ 65.71	\$ 140,749 \$ 67.67	\$ 144,980 \$ 69.71	\$ 149,363 \$ 71.81	\$ 153,831 \$ 73.96	\$ 158,429 \$ 76.16	\$ 163,179 \$ 78.45	\$ 167,280 \$ 80.43	\$ 171,446 \$ 82.43
M123	Assistant Police Chief	\$ 150,334 \$ 72.28	\$ 154,845 \$ 74.45	\$ 159,487 \$ 76.67	\$ 164,279 \$ 78.98	\$ 169,179 \$ 81.33	\$ 174,274 \$ 83.78	\$ 179,499 \$ 86.30	\$ 183,989 \$ 88.45	\$ 188,587 \$ 90.67
M124	Community Development Director Parks Director IS Director HR Director	\$ 157,846 \$ 75.89								\$ 202,035 \$ 97.13
M125	Finance Director <b>Director of Engineering and Transportation Services</b> <b>Director of Public Works Services and Utilities</b>	\$ 165,747 \$ 79.68								\$ 212,139 \$ 101.99
M126	Police Chief City Attorney <b>Public Works Director</b>	\$ 174,036 \$ 83.67								\$ 222,759 \$ 107.10
M130	Chief Administrative Officer	\$ 188,090 \$ 90.43								\$ 240,755 \$ 115.75

**CITY OF MARYSVILLE  
NON REPRESENTED PAY GRID 2022**

2.0% Increase										
PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N110	Human Resource Assistant	\$ 67,115	\$ 69,122	\$ 71,195	\$ 73,332	\$ 75,534	\$ 77,801	\$ 80,132	\$ 82,140	\$ 84,191
	Planning Technician	\$ 32.26	\$ 33.23	\$ 34.23	\$ 35.25	\$ 36.31	\$ 37.40	\$ 38.53	\$ 39.49	\$ 40.47
	Confidential Legal Assistant									
	Computer Technician									
	Community Support Specialist I									
N111	Deputy City Clerk	\$ 71,130	\$ 73,289	\$ 75,469	\$ 77,736	\$ 80,067	\$ 82,442	\$ 84,946	\$ 87,061	\$ 89,242
	Probation Officer	\$ 34.20	\$ 35.23	\$ 36.28	\$ 37.37	\$ 38.49	\$ 39.64	\$ 40.84	\$ 41.86	\$ 42.90
	Communications/Marketing Specialist									
	Confidential Admin Specialist									
N112	Code Enforcement Officer	\$ 76,116	\$ 78,405	\$ 80,736	\$ 83,154	\$ 85,680	\$ 88,227	\$ 90,882	\$ 93,171	\$ 95,480
	Confidential Admin. Associate	\$ 36.60	\$ 37.70	\$ 38.81	\$ 39.97	\$ 41.19	\$ 42.42	\$ 43.70	\$ 44.80	\$ 45.90
	Development Services Technician									
	Financial Specialist - Engineering									
	GIS Technician									
	Inspector I - Building									
	Inspector I - Construction									
	Paralegal									
	Planning Assistant									
	Surface Water Specialist									
	Surface Water Inspector									
	Sr Systems & Operations Technician									
	Community Support Specialist II									
N113	Associate Planner	\$ 82,960	\$ 85,442	\$ 88,012	\$ 90,645	\$ 93,365	\$ 96,193	\$ 99,064	\$ 101,546	\$ 104,073
	I.S. Analyst	\$ 39.88	\$ 41.08	\$ 42.31	\$ 43.57	\$ 44.89	\$ 46.25	\$ 47.62	\$ 48.82	\$ 50.03
	Engineering Technician									
	Financial Analyst									
	GIS Analyst									
	Human Resource Specialist									
	Inspector II - Building									
	Inspector II - Construction									
	Executive Services Coordinator									
	NPDES Coordinator									
N114	Crime & Intelligence Analyst	\$ 89,069	\$ 91,746	\$ 94,509	\$ 97,315	\$ 100,252	\$ 103,252	\$ 106,382	\$ 109,016	\$ 111,736
	Electronic Control Systems Administrator	\$ 42.82	\$ 44.10	\$ 45.44	\$ 46.79	\$ 48.20	\$ 49.64	\$ 51.14	\$ 52.41	\$ 53.72
	Inspector III - Combo									
	Inspector III - Electrical									
	Planner									
N115	Systems & Database Analyst									
	Assistant Building Official	\$ 95,329	\$ 98,158	\$ 101,115	\$ 104,158	\$ 107,289	\$ 110,506	\$ 113,830	\$ 116,636	\$ 119,550
	Civil Plan Review	\$ 45.83	\$ 47.20	\$ 48.61	\$ 50.07	\$ 51.58	\$ 53.13	\$ 54.72	\$ 56.08	\$ 57.48
	Project Engineer									
	Senior Planner									
N116	Associate Traffic Engineer									
	IS System Administrator	\$ 102,000	\$ 105,044	\$ 108,195	\$ 111,434	\$ 114,780	\$ 118,233	\$ 121,774	\$ 124,817	\$ 127,926
		\$ 49.04	\$ 50.50	\$ 52.02	\$ 53.57	\$ 55.18	\$ 56.84	\$ 58.55	\$ 60.01	\$ 61.51

**CITY OF MARYSVILLE  
NON REPRESENTED HOURLY PAY GRID 2022**

2.0% Increase										
PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N113	Executive Services Coordinator NPDES Coordinator	\$ 39.88	\$ 41.08	\$ 42.31	\$ 43.57	\$ 44.89	\$ 46.25	\$ 47.62	\$ 48.82	\$ 50.03



**Teamsters Pay Grid 2022**

2% Increase

2022 Classification	2022 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Custodian	U20	\$44,598	\$45,936	\$47,314	\$48,733	\$50,195	\$51,701	\$53,252	\$54,833	\$55,948
		\$21.44	\$22.08	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60	\$26.24	\$26.90
Customer Service Representative	U25	\$53,517	\$55,123	\$56,776	\$58,480	\$60,234	\$62,041	\$63,902	\$65,500	\$67,138
Parks Maintenance Tech I		\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.49	\$32.28
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$56,728	\$58,430	\$60,183	\$61,989	\$63,848	\$65,764	\$67,737	\$69,430	\$71,166
Accounting Tech - Utility Billing		\$27.27	\$28.09	\$28.93	\$29.80	\$30.70	\$31.62	\$32.57	\$33.38	\$34.21
CD Program Specialist										
Police Records Tech										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$61,267	\$63,105	\$64,998	\$66,948	\$68,956	\$71,025	\$73,156	\$74,984	\$76,859
Meter Technician		\$29.46	\$30.34	\$31.25	\$32.19	\$33.15	\$34.15	\$35.17	\$36.05	\$36.95
Parks Administrative Associate										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Small Equipment Mechanic	U40	\$64,943	\$66,891	\$68,898	\$70,965	\$73,093	\$75,286	\$77,545	\$79,483	\$81,471
Evidence Specialist		\$31.22	\$32.16	\$33.12	\$34.12	\$35.14	\$36.20	\$37.28	\$38.21	\$39.17
Parks Administrative Specialist										
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$68,190	\$70,235	\$72,342	\$74,513	\$76,748	\$79,051	\$81,422	\$83,458	\$85,544
Parks Maintenance Lead I		\$32.78	\$33.77	\$34.78	\$35.82	\$36.90	\$38.01	\$39.15	\$40.12	\$41.13
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$72,963	\$75,152	\$77,406	\$79,729	\$82,120	\$84,584	\$87,122	\$89,300	\$91,532
Industrial Waste/Pretreatment Technician		\$35.08	\$36.13	\$37.21	\$38.33	\$39.48	\$40.67	\$41.89	\$42.93	\$44.01
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$78,070	\$80,413	\$82,825	\$85,310	\$87,869	\$90,505	\$93,220	\$95,551	\$97,939
Senior Traffic Control Systems Tech		\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.51	\$44.82	\$45.94	\$47.09
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										

**CITY OF MARYSVILLE**  
**MPMA - COMMANDER PAY GRID 2022**

5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Commander	\$ 143,886	\$ 148,196	\$ 152,644	\$ 157,232	\$ 161,959	\$ 165,990	\$ 170,137
	\$ 69.17	\$ 71.25	\$ 73.39	\$ 75.59	\$ 77.87	\$ 79.80	\$ 81.79

**MPOA - (OFFICERS & SERGEANTS)**

**January 1, 2022 Through December 31, 2022**

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	6,622	6,874	7,121	7,509	7,941	8,257
Police Sergeant	9,336	9,743				
Entry Police	5,959					

**MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)**

**January 1, 2022 - December 31, 2022**

3% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	5,067	5,274	5,490	5,715	5,950	6,194	6,434
Custody Sergeant	7,037	7,246					
Custody Corporal	6,760	6,922					
Custody Officer	5,194	5,416	5,605	5,802	6,030	6,283	6,469

# *Index #16*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/28/2022**

<b>AGENDA ITEM:</b>	
Amending Municipal Code in Regard to Official Bonds	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

State law requires three city employees – the city treasurer, city clerk, and police chief -- to maintain an official bond conditioned on the honest and faithful performance of their official duties. The city also currently requires the municipal court judges by ordinance to maintain an official bond, but is not required to do so by statute. The bonds are duplicative of insurance that the city maintains for its officers and operations. Accordingly, we recommend that the city require bonds only for those officials for which state law requires a bond.

The current code regarding bonds refers to the Washington Cities Insurance Authority (WCIA) and the City is no longer a member of WCIA, so we recommend eliminating references to WCIA.

**RECOMMENDED ACTION:** Staff recommends Council consider amending the municipal code to eliminate references to WCIA and to repeal requirements for officials to maintain an official bond unless required by statute.

**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_\_

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AMENDING THE MUNICIPAL CODE REGARDING  
OFFICIAL BONDS.**

WHEREAS, state law requires three city employees – the city treasurer, city clerk, and police chief -- to maintain an official bond conditioned on the honest and faithful performance of their official duties; and

WHEREAS, the city currently requires the municipal court judges to maintain an official bond, but is not required to do so by statute; and

WHEREAS, the City maintains insurance for its officers and operations; and

WHEREAS, the current code regarding bonds refers to the Washington Cities Insurance Authority (WCIA) and the City is no longer a member of WCIA; and

WHEREAS, eliminating the requirement for the judges to have an official bond and amending the municipal code to eliminate the reference to WCIA is a prudent use of city resources.

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

SECTION 1. Repeal. Section 2.24.085 is repealed as set forth in Exhibit A.

SECTION 2. Amendment. Sections 2.30.055, 2.35.055, and 2.48.02 are amended as set forth in Exhibit A.

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

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

SECTION 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

**2.30.055 Blanket bond coverage.**

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

**2.35.055 Blanket bond coverage.**

---

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

**2.48.020 Police chief.**

---

The police chief shall be the commander and administrative head of the police department. The chief shall be responsible, through the city administrator, to the mayor and city council. In the absence of the police chief the command of the department shall be assumed by the next highest ranking officer of the department, unless otherwise specified by written directive from the police chief with the concurrence of the mayor or city administrator. Pursuant to RCW [41.12.050](#), all individuals hired and appointed as police chief after the effective date of Ordinance 2124 are hereby excluded from the classified civil service. Such individuals shall be employed by the city pursuant to the terms of an employment contract between the city and the police chief.

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

# *Index #17*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 28, 2022**

<b>AGENDA ITEM:</b>	
Congressional Community Program Funding Request for City of Marysville Projects	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Leah Tocco	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Resolution for Grove Street Overcrossing</li> <li>2. Resolution for 156<sup>th</sup> Street Northeast</li> <li>3. Resolution for the Cities of Marysville and Lake Stevens Trail Connector</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<p><b>SUMMARY:</b> The City is submitting requests for Community Project Funding for the following projects:</p> <ul style="list-style-type: none"> <li>• Grove Street Overcrossing</li> <li>• 156<sup>th</sup> Street Northeast Overcrossing</li> <li>• Cities of Marysville and Lake Stevens Trail Connector</li> <li>• Mother Nature’s Window Park Improvements (Resolution 2496 demonstrating support was passed on April 5, 2021)</li> </ul> <p>City staff is requesting resolutions demonstrating the support of the Grove Street Overcrossing, 156<sup>th</sup> St. NE Overcrossing and the Marysville/Lake Stevens Trail Connector by Mayor Nehring and Council to accompany the funding requests. The resolutions authorize the Mayor, or his designee, to act on behalf of the City in regards to funding requests.</p>	

<p><b>RECOMMENDED MOTION:</b>          Staff recommends that Council adopt Resolutions No. _____, _____, and _____</p>
--

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE  
CITY IN REGARDS TO FUNDING REQUESTS FROM THE CONGRESSIONAL  
COMMUNITY PROJECT FUNDING IN REGARD TO THE GROVE STREET  
OVERCROSSING.**

WHEREAS, the City wishes to obtain funding from the congressional Community Project Funding for the following project: Grove Street Overcrossing; and

WHEREAS, the mayor is the appropriate person to act on behalf of the City in regard to these applications for funding; and

WHEREAS, the City Council desires to authorize the mayor (or his designee) to submit funding requests for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE THAT the mayor or his designee is authorized to submit requests for community project funding for the Grove street overcrossing project.

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

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE  
CITY IN REGARDS TO FUNDING REQUESTS FROM THE CONGRESSIONAL  
COMMUNITY PROJECT FUNDING IN REGARD TO THE 156<sup>th</sup> STREET  
NORTHEAST OVERCROSSING.**

WHEREAS, the City wishes to obtain funding from the congressional Community Project Funding for the following project: 156<sup>th</sup> Street Northeast Overcrossing; and

WHEREAS, the mayor is the appropriate person to act on behalf of the City in regard to these applications for funding; and

WHEREAS, the City Council desires to authorize the mayor (or his designee) to submit funding requests for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE THAT the mayor or his designee is authorized to submit requests for community project funding for the 156<sup>th</sup> street northeast overcrossing project.

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

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE  
CITY IN REGARDS TO FUNDING REQUESTS FROM THE CONGRESSIONAL  
COMMUNITY PROJECT FUNDING IN REGARD TO THE CITIES OF  
MARYSVILLE AND LAKE STEVENS TRAIL CONNECTOR.**

WHEREAS, the City wishes to obtain funding from the congressional Community Project Funding for the following project: Cities of Marysville and Lake Stevens Trail Connector; and

WHEREAS, the mayor is the appropriate person to act on behalf of the City in regard to these applications for funding; and

WHEREAS, the City Council desires to authorize the mayor (or his designee) to submit funding requests for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE THAT the mayor or his designee is authorized to submit requests for community project funding for the cities of Marysville and Lake Stevens trail connector.

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