



MARYSVILLE

WASHINGTON

WORK SESSION
TUESDAY, JANUARY 3, 2023 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Discussion Items

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

1. November 28, 2022 City Council Meeting Minutes
[11282022 CC Minutes.docx](#)
2. December 5, 2022 City Council Work Session Minutes
[12052022 WS Minutes.docx](#)
3. December 12, 2022 City Council Meeting Minutes
[12122022 CC Minutes.docx](#)

Consent

4. December 07, 2022 Claims in the Amount of \$6,072,865.46 Paid by EFT Transactions and Check Numbers 159385 through 159502 with Check Number 157715 Voided

[120722.rtf](#)

5. December 09, 2022 Payroll in the Amount of \$1,699,045.30 Paid by EFT Transactions and Check Numbers 34222-34233
6. December 14, 2022 Claims in the Amount of \$955,617.07 Paid by EFT Transactions and Check Numbers 159503 through 159658
[121422.rtf](#)
7. December 21, 2022 Claims in the Amount of \$3,078,322.18 Paid by EFT Transactions and Check Numbers 159659 through 159809
[122122.rtf](#)
8. December 23, 2022 Payroll in the Amount of \$2,166,501.20 Paid by EFT Transactions and Check Numbers 34241 through 34248
9. December 28, 2022 Claims in the Amount of \$810,630.82 Paid by EFT Transactions and Check Numbers 159810 through 159936
[122822.rtf](#)

Review Bids

Public Hearings

New Business

10. Emergency Management Performance Grant

Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E23-143).

[E23-143 City of Marysville 22EMPG.pdf](#)

[E23-143 Debarment Certification.pdf](#)

[E23-143 Signature Authorization.pdf](#)

11. Transportation Improvement Board (TIB) Grant Agreement for 53rd Ave. NE Shared Use Path

Recommended Motion: I move to authorize the Mayor to execute the Fuel Tax Grant Agreement and Project Funding Status Form for the TIB grant construction funding of the 53rd Ave. NE Shared Use Path from 61st St NE to SR 528.

[Fuel Tax Agreement P-P-143\(P03\)-1_53rd Ave NE Shared Use Path.pdf](#)

[Project Funding Status Form P-P-143\(P03\)-1_53rd Ave NE Shared Use Path.pdf](#)

12. Professional Services Agreement with Gray and Osborne, Inc. for Design of the Cascade and Shoultes Elementary Schools Safe Routes to School Project

Recommended Motion: I move to authorize the Mayor to execute the Professional Services Agreement with Gray & Osborne, Inc. for the Cascade and Shoultes Elementary Schools Safe Routes to School Project in the amount of \$358,270.

[Gray & Osborne_Cascade and Shoultes SRTS.pdf](#)

13. **Ordinances** related to amendments to Marysville Municipal Code (MMC) Chapters 16.04 Building, 16.08 Plumbing Code, 16.11 Washington State Energy Code, 16.28 Mechanical Code and 9.04 Fire Code

Recommended Motion: I move to approve two Ordinances related to amendments to Marysville Municipal Code (MMC) Chapters 16.04 Building, 16.08 Plumbing Code, 16.11 Washington State Energy Code, 16.28 Mechanical Code and 9.04 Fire Code.

[1 Council Memo - Building Code.pdf](#)

[2 MMC 16.04 Building Code Ordinance.docx.pdf](#)

[3 MMC 9.04 Fire Code Ordinance.docx.pdf](#)

14. Purchase Order – 2023 Peterbilt 536 Container Delivery Truck

I move to authorize the Mayor to execute the purchase order with Dobbs Peterbilt in the amount of \$191,844.23 for procurement of a 2023 Peterbilt 536 Container Delivery Truck.

[2023 Container Delivery Truck_Attachment.pdf](#)

15. Purchase Order - 2023 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck

I move to authorize the Mayor to execute the purchase order with Dobbs Peterbilt in the amount of \$439,112.35 for procurement of a 2023 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck.

[2023 Refuse Truck_Attachment.pdf](#)

16. Purchase Order Authorization with King County Directors Association & Contract for the Jennings Nature Park Playground Replacement

I move to authorize the Mayor to execute a purchase order to the King County Directors Association in the amount of \$492,590.49 and a contract with AllPlay Systems, LLC for the replacement of playground equipment at Jennings Nature Park, and to approve a management reserve of \$49,259.05 for a total allocation of \$541,849.54.

[KCDCA Purchase Order.pdf](#)

[Allplay_Jennings Nature Park 2022.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel
C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: November 28, 2022 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[11282022 CC Minutes.docx](#)

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
November 28, 2022**

Call to Order

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

Invocation

The invocation was given by Chaplain Dan Hazen.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, Finance Director Sandy Langdon (via Zoom), City Attorney Jon Walker, Parks Director Tara Mizell, CD Director Haylie Miller, Police Chief Erik Scairpon, Systems and Database Analyst Will Kaiser, Community Information Officer (CIO) Connie Mennie, Finance Director Crystil Wooldridge, Senior Planner Angela Gemmer, Human Resources Director Megan Hodgson, Public Works Director Jeff Laycock, Police Dept. Chaplain Dan Hazen, Judge Fred Gillings, Assistant Public Works Director Max Phan, Asst. Police Chief Jim Lawless, IT Director Stephen Doherty, City Clerk/Finance Planning Manager John Nield, Recording Secretary Laurie Hugdahl

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

AYES: ALL

Presentations

A. Sno-Isle Libraries

City Council Presentation - Marysville_11.28.2022.pptx

Lois Langer Thompson, Executive Director, Sno-Isle Libraries made a presentation regarding Sno-Isle Libraries' impact, budget, and community connections. Library Manager Eric Spencer discussed updated hours, community events, and public meeting room availability.

Councilmember King thanked staff for the library which is a real community treasure. On behalf of the food bank, he also expressed appreciation for the barrels where they get a lot of donations.

Mayor Nehring noted he often uses the electronic materials there and really appreciates it.

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Audience Participation

None

Approval of Minutes

1. October 10, 2022 City Council Meeting Minutes

CC 10102022.docx

Motion to approve the October 10, 2022 City Council Meeting Minutes moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

2. October 24, 2022 City Council Special Meeting Minutes

CC 10242022 Special Mtg.docx

Motion to approve the October 24, 2022 City Council Special Meeting Minutes moved by Councilmember James seconded by Councilmember Condyles.

AYES: ALL

3. [October 24, 2022 City Council Meeting Minutes](#)

[CC 10242022.docx](#)

Motion to approve the October 24, 2022 City Council Meeting Minutes moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

4. [November 7, 2022 City Council Work Session Minutes](#)

[WS 11072022.docx](#)

Motion to approve the November 7, 2022 City Council Work Session Minutes moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

5. [November 14, 2022 City Council Meeting Minutes](#)

[CC 11142022.docx](#)

Motion to approve the November 14, 2022 City Council Meeting Minutes moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Consent

6. October 25, 2022 Payroll in the Amount of \$1,556,912.71 Paid by EFT Transactions and Check Numbers 34180 through 34192

7. November 4, 2022 Claims in the Amount of \$12,022.38 Paid by EFT Transactions and Check Number 158904 and 158905 with Check Number 158904 Voided

[110422.rtf](#)

8. November 9, 2022 Claims in the Amount of \$3,444,227.86 Paid by EFT Transactions and Check Numbers 158906 through 159063 with Check Number 157024 Voided

[110922.rtf](#)

9. November 10, 2022 Payroll in the Amount of \$1,629,614.79 Paid by EFT Transactions and Check Numbers 34193 through 34208

10. November 16, 2022 Claims in the Amount of \$590,378.56 Paid by EFT Transactions and Check Numbers 159064 through 159204

[111622.rtf](#)

Motion to approve the Consent Agenda in its entirety moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Review Bids

Public Hearings

11. [Ordinance to Adopt the 2023/2024 Biennial Budget](#)

[2023 2024Budget Ord.doc](#)

Finance Director Wooldridge reported on uncollected debts as requested at the last meeting. She also noted that Finance Director Langdon would be attending remotely tonight.

The second public hearing was opened at 7:22 p.m.

Scott Allen, 3912 Sunnyside Blvd, Marysville, asked about the reason for the increase in utility rates. Director Wooldridge reviewed how rate increases are factored. She noted that there is a 2% increase annually to try to avoid large increase in rates every 4-5 years. This is an industry standard and considered best practice to keep up with inflation.

Seeing no further comments the hearing was closed at 7:25 p.m.

Mayor Nehring thanked the finance staff, directors and Council for all the work on the budget.

Motion to adopt Ordinance No. 3239 moved by Councilmember King seconded by Council President Norton.

AYES: ALL

12. [White Right-of-Way Vacation \(PA22034\) - Ordinance vacating the northerly 10 feet of that 40 foot portion of right-of-way per the plat of Kanikeberg Homesites](#)

Director Miller introduced this item related to vacation of White right-of-way. Staff is recommending approval.

The public hearing was opened at 7:29 p.m. and comments were solicited. There were none. The hearing was closed at 7:29 p.m.

[1 White ROW Vacation Ordinance.pdf](#)

[2 Vacation Petition-White ROW Vacation-PA22034.pdf](#)

[3 Chapter 12.32 VACATION OF STREETS AND ALLEYS.pdf](#)

[4 AFN 1111391.pdf](#)

[5 White ROW Vacation Resolution.pdf](#)

Councilmember Richards asked about the property across the street. Director Miller noted if the other neighbor had a similar situation staff would also consider that.

Motion to approve Ordinance No 3240 to vacate the unutilized portion of Right-of-Way that was dedicated by the plat recorded under AFN 1111391 moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

New Business

13. [Supplemental Agreement to Little League Lease Agreement](#)

[Little League- 2023 Supplemental Lease Agreement.pdf](#)

[Little League Lease - Cedar Field.pdf](#)

Director Mizell explained they were asking for renewal of the lease for Marysville Little League.

Council President Norton asked if there was anything different in this agreement. Director Mizell replied that there was not.

Councilmember Muller asked if Little League is responsible for any maintenance. Director Mizell replied that they do some, but not as much as was required in the past.

Motion to authorize the Mayor to sign and execute the agreement with Marysville Little League for extension of the current lease moved by Councilmember King seconded by Council President Norton.

AYES: ALL

14. [Ordinance regarding Josephine Caring Community Rezone](#)

[Ord. with exhibits - Josephine Caring Community Rezone](#)

[Staff Recommendation Josephine Caring Community](#)

Director Miller reviewed the land use application for Josephine Caring Community rezone. This went to the Hearing Examiner for consideration in September for a public hearing. There was one member of the public who expressed concern about losing more commercial zones in that area. The Hearing Examiner recommended approval, adopting the findings of fact and 15 conditions.

Councilmember Muller asked about a condition related to children under the age of 18. He also asked about kids with disabilities. Senior Planner Gemmer explained that a senior project has age restrictions which are related to school impact fees. Councilmember Muller thought the school age was 21 in Washington State. Senior Planner Gemmer explained the Hearing Examiner put that condition in there. Councilmember King confirmed that the State is required to educate a child until the age of 21. Director Miller suggested looking into this further and bringing it back to the December meeting. There was consensus to bring this back.

15. [Ordinance regarding Marysville, Lake Stevens, and Lakewood School Districts' 2022 - 2027 Capital Facilities Plans \(CFPs\)](#)

[Memo re. School District 2022 - 2027 CFPs](#)

[Ordinance School District 2022 - 2027 CFPs](#)

[Marysville School District 2022-2027 CFP](#)

[Lake Stevens School District 2022-2027 CFP](#)

[Lakewood School District 2022-2027 CFP](#)

[PC Recommendation and Minutes - School District CFPs](#)

Senior Planner Gemmer reviewed this item related to Capital Facilities Plans for Marysville, Lake Stevens, and Lakewood School Districts. Marysville and Lakewood School districts are not anticipating collecting school impact fees. Lake Stevens is anticipating seeing a modest increase in the rate for single family dwellings and a substantial decrease in the rates for multifamily dwellings.

Denise Stiffarm from Pacifica Law Firm was present via Zoom representing Marysville and Lakewood School Districts. Rob Stanton was present via Zoom representing Lake Stevens School Districts.

Councilmember Richards asked about Marysville and Lakewood not collecting school impact fees. Senior Planner Gemmer explained that they don't currently have capacity-related needs, but enrollment will be monitored. Mayor Nehring clarified that the Council doesn't have the ability to raise impact fees. The fees have to comply with state code and city code, and they have to be a growth-related capacity issue. If there was a nexus, the districts would ask

Motion to adopt Ordinance No. 3241 moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

16. Ordinance regarding Quil Ceda Tannery Comprehensive Plan Map Amendment and Rezone, and concurrent repeal of the 88th Street Master Plan

Staff Rec. -Quil Ceda Tannery Rezone & 88th Street Master Plan repeal

Ordinance - Quil Ceda Tannery Rezone & 88th Street Master Plan repeal

PC Recommendation and Minutes - Quil Ceda Tannery Rezone

Senior Planner Gemmer reviewed this item.

Councilmember Richards asked if the Planning Commission has reviewed this. Senior Planner Gemmer affirmed that they have reviewed it multiple times. Councilmember Richards noted that the name should probably be changed since the Tannery has moved.

Councilmember Muller asked if creating connectivity down to 80th or Cedar was considered. Senior Planner Gemmer replied that it is still on staff's radar. They would encourage people to still pursue some sort of frontage access that parallels the Burlington Northern railroad tracks. There were two different options for having that frontage road connect down to 80th Street. She discussed challenges with intervening property owners for making that connection. The good news is that industrial uses generate significantly less traffic than mixed use which obviates the need to provide that alternate access. Councilmember Muller asked about the design requirements for the long walls as discussed at the Planning Commission meeting. Senior Planner Gemmer reviewed design requirements.

Councilmember King asked about the possibility of a signalized intersection. Director Laycock explained that had been considered with past proposals but it would require closing all the private crossings.

Councilmember James asked why the property at 8430 was added to the rezone. Senior Planner Gemmer explained that the owner of the property to the south doesn't envision continuing in a residential capacity.

Motion to adopt Ordinance No. 3242 moved by Council President Norton seconded by Councilmember James.

AYES: ALL

17. Ordinance regarding Smokey Point Area-wide Rezone and associated permitted uses code amendments

Staff Rec. Smokey Point Area-wide Rezone

PC Recommendation and minutes - Smokey Point Area-wide Rezone

Ordinance - Smokey Point Area-wide Rezone

Senior Planner Gemmer reviewed this request for rezone and amendments to associated permitted uses.

Councilmember Condyles asked if any of this rezone is in the Cascade Industrial Center area. Senior Planner Gemmer replied that it is all in the Cascade Industrial Center.

Council President Norton asked about changes to landscaping requirements. Senior Planner Gemmer explained the changes and noted it pertains to the next item.

Motion to adopt Ordinance No. 3243 moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

18. Ordinance regarding Industrial Site and Building Design Standards, associated minor amendments to the parking and sign codes, and concurrent repeal of Chapters 9 and 10 of the Smokey Point Master Plan

Memo re Industrial Design Standards and associated exhibits

PC Recommendation and Minutes - Industrial Design Standards

Ordinance - Industrial Design Standards

Senior Planner Gemmer discussed proposed amendments to industrial design standards, amendments to parking and sign codes, and concurrent repeal of Chapters 9 and 10 of the Smokey Point Master Plan. The design standards are proposed to apply along the first 150 feet of light industrially zoned properties along 152nd, Smokey Pt. Blvd/State Avenue, 136th Street, and 128th Street.

Councilmember Condyles asked how these amendments came about. Ms. Gemmer explained they were staff-generated. Councilmember Condyles asked about the differences. Ms. Gemmer generally reviewed these.

Motion to adopt Ordinance No. 3244 moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

19. Ordinance regarding Residential Design Standards Applicability Amendments

Ord. residential design applicability

PC Recommendation and Minutes - residential design applicability

Motion to adopt Ordinance No. 3245 moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

20. [SHI Quote # 22570333 for Microsoft 365 & Microsoft Enterprise Enrollment # 58565302.](#)

[Microsoft - Enterprise Agreement.pdf](#)

Director Doherty reviewed this request to purchase 250 licenses for Microsoft 365 & Microsoft Enterprise enrollment.

Councilmember James asked if this is an annual cost. Director Doherty stated this is a three-year term, but paid annually.

Councilmember Muller asked if this forces the City to use Teams. Director Doherty stated it does not force them, but allows the option.

Motion to authorize the Mayor to sign and execute the Microsoft Enterprise Enrollment Agreement including 250 licenses for Microsoft 365 from reseller SHI in the amount of \$115,931.49 moved by Council President Norton seconded by Councilmember James.

AYES: ALL

21. [2021 Transportation Benefit District \(TBD\) Annual Report](#)

[TBD Annual Report - 2021 - Signed.pdf](#)

[2021 TBD Presentation.pptx](#)

Asst. Director Phan presented on the 2021 Transportation Benefit District (TBD) Annual Report. He reviewed background on the TBD, oversight, 2021 program (pavement preservation, transportation projects, carryover, revenues, expenditures and year-end balances). He highlighted a TBD map showing projects completed since 2014, planned construction projects, and remaining TBD locations.

Councilmember Muller asked if they are looking at major projects to use the carryover. Director Laycock replied they will use most of it on overlays and anything leftover will be used on other projects by 2024.

Councilmember King asked where the funds are kept and if they are earning interest. Director Wooldridge explained there is a pooled investment plan for the city. They don't look at each individual fund, but when interest is earned it is allocated amongst the funds based on their cash balance. A certain percentage of those funds are invested throughout the year. Some is kept within the fund to pay for projects as obligations become due.

Motion to approve the 2021 Transportation Benefit District Annual Report moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

22. 2023 Transportation Benefit District (TBD) Projects

2023 TBD Projects.pptx

Asst. Director Phan reviewed the 2022-2023 financial snapshot and explained how the funds are proposed to be spent. He listed the 2023 TBD projects. In addition to pavement preservation this would include 80th Street NE non-motorized (including overlay); Sunnyside Blvd and 52nd Avenue NE intersection; and Sunnyside Blvd and 53rd Avenue NE intersection. Most of the pavement preservation projects will be focused around the civic campus area.

Councilmember Richards asked what TBD money can be used for beside overlays. Director Laycock said it can be used for any transportation projects.

Councilmember James asked about a roundabout at 71st and Soper Hill. Director Laycock replied that the roundabout is the recommendation, but there might be concurrency issues with ongoing development. It is in the six-year TIP right now, but they will look at ways to fund the project in the future.

Councilmember Muller asked about using it for sidewalks. Director Laycock noted that originally they programmed about \$250,000 a year from TBD for sidewalks. They can look at it in the future also.

Motion to approve the list of 2023 Transportation Benefit District Projects moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

23. Project Acceptance - Opera House Exterior Painting

Opera House - Physical Completion Letter.pdf

Director Laycock noted the Opera House looks great. The project came in a little over the bid amount because of the sales tax increase with the county that went into effect in April.

Motion to authorize the Mayor to accept the 2021 Opera House Exterior Painting project, starting the 60-day lien filing period for the project closeout moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

24. Project Acceptance - State Avenue HSIP (3rd to 80th)

Letter 005A_Physical Completion_10-28-22.pdf

Director Laycock reviewed this item which was fully funded by the HSIP grant.

Motion to authorize the Mayor to accept the State Avenue HSIP (3rd to 80th) project, starting the 60-day lien filing period for project closeout moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

25. [Washington State Department of Commerce Growth Management Act Periodic Update Grant - FY 2023](#)

[Marysville-COM update grant 23-63210-078.pdf](#)

Director Miller reviewed the grant from the Department of Commerce for the Comprehensive Plan update. Staff intends to use the funds for the Transportation Element, the Housing Action Plan, and some graphics.

Motion to authorize the Mayor to sign and execute the Washington State Department of Commerce Growth Management Act Periodic Update Grant contract agreement for FY 2023 (Contract Number 23-63210-078) moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

26. [Provide easements to the City of Marysville for operation/maintenance of fire-hydrants on the Amazon Distribution Center property in Arlington.](#)

[01 Easement Document.pdf](#)

[02 Property Description \(Ex A\).pdf](#)

[03 Easement Description \(Ex B\).pdf](#)

[04 Easement Drawings \(Ex C\).pdf](#)

[05 Grantors Deed.pdf](#)

[06 As-Built Plans.pdf](#)

Director Miller reviewed the easement revision which is required by the Amazon distribution center.

Motion to authorize the Mayor to sign the easement document, accepting the proposed easements for recording with Snohomish County moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

27. [2023 State and Federal Legislative Priorities](#)

[2023 Legislative Priorities.pdf](#)

Motion to approve the 2023 State and Federal Legislative Priorities moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

28. [Contract Extension for SCORE Jail Services](#)

[2023 SCORE Interlocal Housing Agreement_v07282022.mh.pdf](#)

Asst. Chief Lawless reviewed the contract extension for SCORE (South Correctional Entity) jail services. With the new facility they have reduced the need to use SCORE but it is still required occasionally. The number of guaranteed beds has gone down to two.

Council President Norton asked Asst. Chief Lawless to share what circumstances are when SCORE is needed. Asst. Chief Lawless explained these can be behavioral issues, mental health issues, and extreme medical conditions.

Motion to authorize the Mayor to sign and execute an ILA with SCORE moved by Council President Norton seconded by Councilmember James.

AYES: ALL

29. [Second Amendment to site lease with T-Mobile West Tower LLC](#)

[Second Amendment Crown Castle.pdf](#)

[Memorandum of Second Amendment Crown Castle.pdf](#)

City Attorney Walker reviewed the second amendment to the site lease with T-Mobile West Tower LLC.

Councilmember Muller asked if the fees are analyzed upon renewal. City Clerk Walker stated that they do not for this one because they are in the middle of an existing contract. For others there is a real estate person on staff who reviews them.

Motion to authorize the Mayor to sign and execute the second amendment to the site lease with option with T-Mobile West Tower LLC and the memorandum of second amendment to site lease moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

[Legal](#)

[Mayor's Business](#)

- Thanks to Sandy Langdon for her work on her final budget with the City. She has done a fantastic job as Finance Director. Staff had a chance to honor her and Worth Norton on the 15th. Thanks to CAO Hirashima, finance staff and director team for all the work on the budget. He expressed appreciation to Council for their fiscal responsibility.
- Tuesday, January 24 will be a potential legislative day. The 26th could be a backup day.
- Thanks to Public Works crews for their work in preparation for the weather.
- He is looking forward to Marysville for the Holidays.

Staff Business

Director Miller stated she received a letter from Mr. Hogland, a resident of Emerald Hills Estate, voicing concerns about a Natural Growth Protection Area (NGPA) maintained and owned by the plat. He claims that trees on the NGPA tract are causing damage to his property. Director Miller explained that the City doesn't own the property. There is an easement over a wetland. There have been complaints over time about the maintenance of the NGPA. Staff will reach out to Mr. Hogland to discuss the situation. The City can do the work, but the HOA will be paying for the work. Mayor Nehring asked staff to also follow up with both the HOA and Mr. Hogland. Director Miller indicated she would do that.

14. Ordinance regarding Josephine Caring Community Rezone

Director Miller gave an update on the condition regarding no children under 18 residing in the project. She explained this is only for impact fees. The project narrative states that no school-age children would be living there. Councilmember Muller clarified that school-age is up to 21 in the State of Washington. Director Miller indicated she would look into this more.

Staff Business

Chief Scairpon announced that on Friday, December 2, Marysville Police Officers and staff will be at Applebee's from 12 to 4 raising money for the Shop with a Cop Event.

Jon Walker stated the need for an Executive Session to discuss three items - two items regarding labor negotiations with action expected on both and one item regarding performance of a public employee with action expected for a total of five minutes.

CAO Hirashima thanked Council for their work and support in the budget process.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- Thanks to Sandy Langdon and staff for their work on the budget.

- The NLC conference in Kansas City was informative and interesting. He noted that the issues Marysville is facing are nationwide.
- He complimented Utility Billing for their speediness and great customer service in setting up a new account.
- The park, water tower, and lights look great.

Councilmember James:

- He agreed that the lights look great.
- NLC summit was a good time last week. He was excited about mobile tours they had to see planned places around the city.

Councilmember King:

- He agreed that the conference was informative.
- Interviews will be held this Thursday for new fire chief position.
- Holiday lights look great.
- The overlay projects will add to the appearance of the civic campus.

Councilmember Richards:

- He asked if cold weather shelters are open. Mayor Nehring replied that they are.
- Thanks to everyone for their work on the budget.
- He attended Sandy Langdon's going away event.
- Thanks to Public Works for their work with the inclement weather.

Steve Muller:

- Thanks to everyone for the work on the budget.
- NLC was a great event. He appreciates that the Council was able to go. Interacting with and hearing stories about other jurisdictions makes him appreciate Marysville even more. He reported on sessions he attended and a tour he went on.
- It was a great meeting with Burlington Northern.

Council President Norton:

- She attended workshops on waterfront development and sporting complexes at NLP.
- She thanked Sandy Langdon for her many years of service to the City.
- She is excited about the budget which provides a good balance of providing services to residents while being mindful of their money.

Adjournment/Recess

Council recessed at 9:17 p.m. and moved into Executive Session for five minutes.

Executive Session

Council moved into Executive Session from 9:20 to 9:25 p.m. to address two items regarding labor negotiations with action expected on both and one item regarding performance of a public employee with action expected for a total of five minutes.

Reconvene

The regular meeting reconvened at 9:25 p.m.

Motion to authorize the Mayor to sign and execute the Memorandum of Agreement with MPOA Custody Officers and Community Service Officers regarding operation of the Jail Board and fingerprinting moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Motion to authorize the Mayor to sign and execute the Memorandum of Understanding with MPOA temporarily assuming duties traditionally performed by Teamsters employees moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

Motion to authorize the Mayor to cash out accumulated vacation hours in excess of 240 hours for retiring Finance Director Sandy Langdon in recognition of her years of exemplary performance and because she was unable to take expected vacation during the preparation of this year's budget due to training new staff during the budget process moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Adjournment

The meeting was adjourned at 9:28 p.m.

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: December 5, 2022 City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[12052022 WS Minutes.docx](#)

City Council



1049 State Avenue
Marysville, WA 98270

**Work Session
Minutes
December 5, 2022**

Call to Order / Pledge of Allegiance

Mayor Nehring called the work session to order at 7:00 p.m. and led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Parks Director Tara Mizell, CD Director Haylie Miller (via Zoom), Information Systems Administrator Chris Brown, I.S. Director Stephen Doherty, Deputy City Clerk Genevieve Geddis, Principal Planner Angela Gemmer, Economic Development Manager Terrie Battuello, Community Information Officer (CIO) Connie Mennie, Human Resources Director Megan Hodgson, Court Administrator Suzanne Elsner, Police Chief Erik Scairpon (via Zoom), IT Services Supervisor Jeremiah Nyman, Judge Fred Gillings (via Zoom), Judge Lorrie Towers (via Zoom), Public Works Director Jeff Laycock, Finance Director Crystil Wooldridge

Approval of the Agenda

Motion to approve the agenda with the removal of the resource center presentation moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Presentations

A. Resource Centers

Removed from agenda.

B. Potential Sports Complex Briefing

Waterfront Revitalization_20221201 final.pptx

Economic Development Manager Terrie Battuello made a presentation regarding a potential sports complex building.

Councilmember King asked about the relocation of Public Works. Economic Development Manager Battuello responded that is still being worked out. She is doing studies of hazardous materials and demolition of structures that would come down. CAO Hirashima added that there was some money budgeted for a programming study for Public Works which will begin in 2023. She and Public Works Director Laycock are discussing potential options.

Council President Norton thanked Ms. Battuello for the presentation.

Discussion Items

C. 2024 Comprehensive Plan - General Growth Strategy Discussion

Memo re. General Growth Strategies & Exhibits 1 - 4

General Growth Strategies PowerPoint - Exhibit 5

Principal Planner Gemmer and Director Miller made a presentation regarding general growth scenarios. Director Miller reviewed the current population, capacity, and additional population to accommodate through 2044. Principal Planner Gemmer reviewed six potential approaches to address the additional needs and the additional unit yield of each.

1. Increased density around SWIFT nodes on State Avenue
2. Increased density in single-family zones
3. A combination of 1 and 2
4. Require minimum densities in multifamily zones (supportive strategy)
5. Modify assumptions for residential densities in residential zones to more accurately reflect what the market is actually doing. (supportive strategy)
6. Modify buildable lands in downtown area (supportive strategy) (This option was removed.)

Director Miller reviewed public feedback from the community survey, the Economic Development Committee, and the Planning Commission.

Councilmember James asked why the combination approach mentioned in Option 3 would accommodate less than the two above it. Ms. Gemmer explained she took half of each of the two above it to come up with the total. She noted that it is just a placeholder and could be modified.

Council President Norton referred to Option 5 and asked how much time and effort it would take to do more research. Ms. Gemmer thought it would take a week or two.

Councilmember Muller asked if there are examples around the country of how Option 1 would work. Ms. Gemmer explained they hope to have little hubs of activity where people can walk to different amenities and services and have access to transit. The Highway 99 plan in Everett may be similar.

Councilmember Richards said he likes Option 3 but also spoke in support of Option 4 with the minimum density requirements. Ms. Gemmer indicated that would be a possibility.

Councilmember James asked if they can use multiple strategies. Ms. Gemmer recommended choosing one overarching strategy (1, 2 or 3). Options 4 and/or 5 would be supportive strategies.

Council President Norton spoke in support of Option 1. In general, she was less inclined to support Option 2. She would be in favor of integrating some of Option 5. She stated she was in favor of having more focused higher density areas rather than spreading it out through the city.

Councilmember Richards noted that Strategy 3 has the highest support from the citizens. He was in support of the hybrid approach and Option 4 as supportive approach.

Councilmember Condyles spoke in support of Option 1 with the focused density. He was less supportive of Option 2.

Councilmember Muller said unless there is enough incentive in place with Option 2 they will not get redevelopment. He doesn't want to end up like Lynnwood and other communities that have developed for density in a haphazard manner. Option 1 will allow some control of the feel of the community and protect neighborhoods. He noted that some of options 2 and 3 will naturally happen within a half mile of State Avenue.

Councilmember Stevens stated he was supportive of Options 1 and 4 with targeted aspects of Option 2.

Councilmember James was in support of Option 1 but not to the exclusion of any other growth that is going to happen.

Councilmember King said he was leaning toward Option 1.

Director Miller spoke regarding Option 4. Since there is no minimum density required several applicants have chosen to do single family developments instead. Staff feels strongly that there should be a minimum density in multifamily zones so that density is not pushed out into single-family zones. The best way to avoid Option 2 in the future is to take a look at Option 4. She thinks Option 1 can accommodate the bulk of the growth around the SWIFT stations.

Councilmember Muller said he wouldn't be opposed to Option 4 but he would want to analyze the current multifamily map before they adopt that. Ms. Gemmer stated that staff could prepare a map.

Councilmember James asked about next steps if they pursue Option 4. Ms. Gemmer replied they would have discussions with the Planning Commission and probably with Master Builders about this. Councilmember James recommended not requiring a minimum density that is greater than the density of the multifamily they already have.

Councilmember Stevens commented that if they don't have minimum requirements they end up with incompatible developments within the same zone.

Council President Norton commented she also was not opposed to Option 4 but she would like to have a closer look at what this would look like in certain spots.

Director Miller stated that staff would move forward with this and discussions with the Planning Commission. She thanked the group for their feedback.

Consent

1. November 23, 2022 Payroll in the amount of \$1,620,809.43 Paid by EFT Transactions and Check Numbers 34209 through 34221.
2. November 23, 2022 Claims in the Amount of \$1,181,733.19 Paid by EFT Transactions and Check Numbers 159205 through 159284.

112322.rtf

3. November 30, 2022 Claims in the Amount of \$1,291,736.68 Paid by EFT Transactions and Check Numbers 159285 through 159384.

113022.rtf

Approval of Minutes

Consent

Review Bids

Public Hearings

New Business

4. [Memorandum of Understanding between the City of Marysville and the City of Everett regarding overhead costs to administer the Therapeutic Court Grant](#)

Overhead Expenses for Therapeutic Court Grant 11-28-22.docx

Court Administrator Elsner reviewed this item. They are proposing splitting costs between Marysville and Everett for overhead costs.

5. [Supplemental Agreement No. 1 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services Associated with the Quiet Zone Project](#)

PSA_SuppSF.docx

PH QZ Additional Scope & Fee.updated.pdf

Director Laycock reviewed this item. The recommendation is for the consultant to go forward with the design for all main line crossings. This would ultimately get a quiet zone established across all main line crossings in the city and reduce the risk of losing those in the future.

Councilmember Muller wondered if they would have more support if they said they were going to do away with some of the crossings. Director Laycock agreed that BNSF might more supportive of that, and they could possibly consider that.

6. [Interagency Agreement between Washington State Administrative Office of the Court and Marysville for continued participation in the Interpreter Reimbursement program](#)

Interpreter Reimbursement.pdf

Exhibit A - FY23 Language Access Interpreter Reimbursement.docx

Exhibit B-Annotated Language Access Plan Template for Approval.pdf

Ms. Elsner explained this agreement would allow for up to 50% of all eligible interpreter services.

7. [A Resolution for Proposed Rate Increase at Cedarcrest Golf Course](#)

Cedarcrest proposed 6 year plan for rates increase 20-25 - MF (002).pdf

Golf Fees Resolution 11-29-22.docx

Director Mizell introduced Mike Fosnick from Premier Golf Centers and Cedarcrest Golf Pro Wayne Clark. She acknowledged the great work they have done for the golf course and noted that they are recommending rate increases.

Council President Norton asked if these are pretty standard increases. Mr. Fosnick explained how rates are determined doing a cost analysis of Snohomish County area golf courses. Cedarcrest has fallen behind in what they feel is a fair value rate for 2023, and this will correct that. They are recommending modest increases in rates this year and upcoming years to keep up with rising costs of doing business.

Councilmember Muller asked if they have considered not only keeping the course at status quo but also taking it to the next level. Mr. Fosnick noted they have considered that as well as what cost the public will bear. He pointed out that Everett is instituting a \$3 facility improvement fee across the board on January 1. He's not sure how the golfing public will take that. Marysville's team is very cognizant of the current economic climate and wants to be respectful of the cost of everything these days. He thinks the \$2 increase is warranted, but anything more than that might be pushing it.

Councilmember King asked if they get many comments from golfers about the fees and the condition of the course. Mr. Fosnick replied that get comments that Cedarcrest is a fantastic value. They have a lot of very satisfied customers.

Mayor Nehring commended Premier for the work they have done over the years to get the golf course into a stable position.

8. [An Ordinance approving Josephine Master Planned Senior Community Rezone](#)

[Ord. with exhibits - Josephine Caring Community Rezone](#)

[Staff Recommendation Josephine Caring Community](#)

[Email from Josephine Caring Community re Age & Residency Agreement](#)

Director Miller reviewed this item which was before the Council last week. There had been a question about condition #2 regarding no children younger than 18 being allowed to reside on the property. Councilmembers Muller and King had noted that school age can go up to 21 years of age. Staff researched this with legal, and they are proposing to change this on all future development applications. In this case, since the owner's plan for the property is to only allow residents 62 years and older, they believe the risk is very low. Staff is recommending that the condition remain intact for now in an effort to not delay this development with the recognition that it will be addressed in the future. Director Miller invited the Council to approve this agreement at this work session by waiving the normal rules if desired. Councilmember Muller thanked staff and said he was fine with moving forward with this.

(Action taken below after item 11.)

9. [An Ordinance of the City of Marysville Amending Chapter 6.27 of the Municipal Code in Regard to the Use of Controlled Substances in Public Places](#)

[Use of a Controlled Substance in Public Ordinance.docx](#)

City Attorney Walker reviewed this item which would make it illegal to use prescription drugs and other controlled substances in public without a prescription. He discussed the need for this. General questions and answers followed.

10. [An Ordinance of the City of Marysville Amending Section 6.54.010 of the Municipal Code and Adopting the State Crime of Unlawful Transit Conduct in RCW 9.91.025](#)

[Unlawful Transit Conduct Ordinance 11-30-22.docx](#)

City Attorney Walker reviewed this item which would prohibit unlawful transit conduct. It is a tool for the police to be able to enforce appropriate lawful behavior on transit and encourages people to use transit. Mayor Nehring spoke to the need for this.

Council President Norton asked if the park and rides are included. City Attorney Walker replied that they are included if they are part of the transit system.

Councilmember James asked if there are any protections for Uber and Lyft drivers. City Attorney Walker stated that those are private companies, so they can establish their own rules. They would not be covered by this.

Councilmember Richards asked if this is similar to the rules that Community Transit is trying to enforce. City Attorney Walker noted that it is state law. This is just adopting it so it would go through municipal court.

11. [2023 LifeWise Assurance Company Stop Loss Insurance \(Action Requested\)](#)

[LifeWise Assurance Company Agreement.pdf](#)

Human Resources Director Hodgkins presented this item related to stop loss coverage. She noted that it needs to be returned to LifeWise by December 8, which is why staff is requesting action tonight. This would continue the current coverage for 2023 at the same rates as 2022.

Motion to waive normal Council rules and take action on items 8 and 11 moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Motion to adopt Ordinance 3246 related to the Josephine Master Plan Senior Community rezone moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

Motion to approve the 2023 LifeWise Assurance Company Stop Loss Insurance renewal moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

Legal

Mayor's Business

- The Chamber auction was really good. A lot of money was raised. He appreciates the Chamber leadership.
- Thanks to staff and everyone who had a part in Marysville for the Holidays which was a very festive evening.
- The Police/Fire Charity Basketball game was last night. Great job to officers and fire staff for that and Tip a Cop on Saturday.

Staff Business

None

Call on Councilmembers and Committee Reports

Councilmember Condyles said he enjoyed Terrie's presentation on the sports complex. He also enjoyed the Marysville for the Holidays last weekend.

Councilmember James noted that Marysville for the Holidays was packed and a lot of fun. Thanks to everyone for hard work. The Chamber auction was a beautiful event.

Councilmember King:

- Interviews for fire chief were held last Thursday.
- The Public Works Committee met last Friday and discussed recycling proposals, wastewater screening, Strawberry Fields turf project update, Whiskey Ridge Highway update including the future Highway 9 break in access, and closing out the State Avenue Phase 1 project.
- He heard a lot of great comments from the public about how great the city looked for Marysville for the Holidays.
- The Chamber Auction was great.
- The Community Lights display is on, and his lights are up.

Councilmember Stevens:

- Economic Development Committee meeting met today. They discussed the break in access on Highway 9, the Whiskey Ridge lift station/development, and the new visitor guide that Connie Mennie is putting together.
- He also praised the Christmas parade which was a great event.
- Congratulations to police for their win.

- He shared accolades for Community Development he received from a developer in town.

Councilmember Richards:

- He also attended the Public Works Committee meeting on Friday. He noted that Strawberry Fields has a cost overrun so they will need to budget for that. The bridge project also was over cost.
- The tree lighting was fantastic.
- Thanks for the sign in front of the old city hall saying that they moved.

Councilmember Muller reported it was a great Economic Development Committee meeting. There are a lot of big things happening in the City. She also has heard a lot of great comments about Marysville for the Holidays.

Council President Norton congratulated the police for their win. She praised staff for the great work on Marysville for the Holidays.

Adjournment

The first meeting in January will be held on Tuesday, January 3.

The meeting was adjourned at 8:34 p.m.

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: December 12, 2022 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[12122022 CC Minutes.docx](#)

City Council



1049 State Avenue
Marysville, WA 98270

**Regular Meeting
Minutes**

December 12, 2022

Call to Order

Mayor Nehring called the December 12, 2022 City Council meeting to order at 7:00 p.m.

Invocation

Pastor Rick Thiessen from Allen Creek Community Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Parks Director Tara Mizell, CD Director Haylie Miller, Police Chief Erik Scairpon, Systems and Database Analyst Will Kaiser, Public Works Director Jeff Laycock, City Clerk/Finance Planning Manager John Nield, Finance Director Crystil Wooldridge, Court Administrator Suzanne Elsner, Information Systems Administrator Chris Brown, IT Services Supervisor Jeremiah Nyman, Human Resources Director Megan Hodgson, Community Information Officer Connie Mennie (via Zoom), Deputy City Clerk Genevieve Geddis, Judge Lorrie Towers (via Zoom)

Approval of the Agenda

Motion to approve the agenda as presented moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Presentations

A. Resource Centers

Angelique Leoni, VP of Community Foundation of Snohomish County, spoke about the certification process of Family Resource Centers and services they offer. Police Chief Scairpon spoke in support of the Family Resource Centers and the value they provide to the police and to the community. Ryan Brown, Executive Director of LINC Northwest, discussed the services they provide and how they are trying to meet the increased needs of growing Marysville. He explained how Faith Lutheran Church has begun the process of gifting their facility to them. They hope to turn the facility into a Family Resource Center, and early learning center and a Sno-Isle Library branch.

Councilmember King spoke in support of this.

Councilmember James asked about CDBG funding given. Mr. Brown explained they received \$100,000 in CDBG COVID Funds. They received \$50,000 ARPA grant through Parks that funds a cold weather shelter program. They also received \$200,000 in Emergency Food and Shelter Program funds from United Way.

Council President Norton asked where the individuals and families assisted are from. Mr. Brown explained that they've served people from all over Marysville, but they have a far reach from Darrington to Monroe to Camano Island.

Councilmember Muller asked about how they planned to expand. Mr. Brown answered that they aim to partner more with small non-profits.

Mayor Nehring thanked Mr. Brown for their work on the cold weather shelter.

Councilmember James asked about how they work with Salvation Army and how the certification works. Angelique explained how certification works. Mr. Brown explained how they try not to duplicate services with Salvation Army.

Councilmember Richards asked if they would have to get recertified if they get a second facility. Ms. Leoni replied that they would.

Councilmember Stevens asked what aspects of a site they are looking for as they seek to expand. Mr. Brown explained they are looking for proximity to the communities they serve and the services they need. They are seeking to build relationships and empower people.

Audience Participation

None

Approval of Minutes

None

Consent

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2. November 23, 2022 Claims in the Amount of \$1,181,733.19 Paid by EFT Transactions and Check Numbers 159205 through 159284.

112322.rtf

3. November 30, 2022 Claims in the Amount of \$1,291,736.68 Paid by EFT Transactions and Check Numbers 159285 through 159384.

113022.rtf

4. Memorandum of Understanding between the City of Marysville and the City of Everett regarding overhead costs to administer the Therapeutic Court Grant

Overhead Expenses for Therapeutic Court Grant 11-28-22.docx

5. Supplemental Agreement No. 1 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services Associated with the Quiet Zone Project

PSA_SuppSF.docx

PH QZ Additional Scope & Fee.updated.pdf

6. Interagency Agreement between Washington State Administrative Office of the Court and Marysville for continued participation in the Interpreter Reimbursement program

Interpreter Reimbursement.pdf

Exhibit A - FY23 Language Access Interpreter Reimbursement.docx

Exhibit B-Annotated Language Access Plan Template for Approval.pdf

Motion to approve the Consent Agenda moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Review Bids

Public Hearings

New Business

7. A Resolution for Proposed Rate Increase at Cedarcrest Golf Course

[Cedarcrest proposed 6 year plan for rates increase 20-25 - MF \(002\).pdf](#)

[Golf Fees Resolution 11-29-22.docx](#)

Motion to adopt Resolution No. 2526 moved by Council President Norton seconded by Councilmember James.

AYES: ALL

9. An Ordinance of the City of Marysville Amending Chapter 6.27 of the Municipal Code in Regard to the Use of Controlled Substances in Public Places

[Use of a Controlled Substance in Public Ordinance.docx](#)

Motion to adopt Ordinance No. 3247 moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

10. An Ordinance of the City of Marysville Amending Section 6.54.010 of the Municipal Code and Adopting the State Crime of Unlawful Transit Conduct in RCW 9.91.025

[Unlawful Transit Conduct Ordinance 11-30-22.docx](#)

Motion to adopt Ordinance No. 3248 moved by Councilmember Condyles seconded by Council President Norton.

AYES: ALL

11. Intergovernmental Agreement for Snohomish County Diversion Center Participation

[2023 Marysville DC Agreement .pdf](#)

Motion to approve the Intergovernmental Agreement for Snohomish County Diversion Center Participation moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

12. 2022 Community Beautification Program Award Approval

Councilmembers Muller, King, and Condyles, who are members of the Board and Trustees of the Historical Society, recused themselves.

CAO Hirashima presented this item.

Council President Norton asked if the list in the agenda bill contains all the applications. CAO Hirashima replied that it did. Council President Norton asked who was on review committee. CAO Hirashima replied that she represented Executive Department. The group also included Tara Mizell from Parks, Jeff Laycock from Public Works, Haylie Miller from Community Development, and Leah Tocco from Administrative Services.

Councilmember James asked about advertisement of this. CAO Hirashima thought it was primarily social media and the website.

Motion to approve the 2022 applicant awards for Community Beautification Program funding in the amount of \$39,413.87 moved by Councilmember Richards seconded by Council President Norton.

VOTE: Motion carried 4 - 0

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

RECUSED: Councilmember Condyles, Councilmember King, Councilmember Muller

13. [Contract Award: Ebey Waterfront Park Docks Restoration](#)

[Trowbridge Contract for Ebey Waterfront Docks Restoration.pdf](#)

[Bid Tab 2022-11-01 with additional proposed.pdf](#)

Director Laycock reviewed this item.

Councilmember Muller asked about the cost to replace versus repairing. Director Laycock noted that what they are getting is close to a replacement, but a total replacement would have involved a longer timeline due to permitting requirements.

Councilmember King asked about the timeline. Director Laycock said per the contract they are expecting to be done at the end of March, but it could be earlier.

Motion to authorize the Mayor to execute the Ebey Waterfront Park Docks Restoration contract with Trowbridge LLC in the amount of \$150,428.33 and approve a management reserve of \$15,042.83 for a total allocation of \$165,471.16 moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

14. [An Ordinance Amending the 2021-2022 Biennial Budget and providing for the Increase of Certain Expenditure items as budgeted for in Ordinance No. 3160.](#)

[2021-2022 Biennial Budget Amendment Ordinance draft Updated 12122022.docx](#)

Finance Director Wooldridge reviewed final budget amendments for the 2021-2022 biennial budget.

Motion to adopt Ordinance No. 3249 moved by Council President Norton seconded by Councilmember James.

AYES: ALL

15. [Liability Renewal Proposal 2023-2024 Coverage Year](#)

[23-24 Marysville UPDATED-DRAFT 12-9-22 Liability Renewal Draft Program Comparison and Projected Cost.pdf](#)

CAO Hirashima reviewed this item related to general liability insurance renewal.

Motion to authorize the Mayor to sign and execute the Liability Insurance program with Alliant for 2023-2024 in an amount not to exceed \$600,000 moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

16. [An Ordinance Amending the 2023-2024 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3239](#)

[2023-2024 Biennial Budget Amendment Ordinance draft.docx](#)

Director Wooldridge reviewed this item.

Councilmember Muller asked why there was a high end and a low end but no step provisions built into some of these positions. Director Wooldridge explained that is how the non-represented positions are represented. Where they are within the range is determined by their performance evaluation.

Motion to authorize the Mayor to sign and execute Ordinance 3250 amending the 2023-2024 Biennial Budget and providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3239 moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

17. [Professional Services Agreement with Transpo Group for Design of the 116th St. Pavement Preservation National Highway System \(NHS\) Project](#)

[Transpo Group PSA_116th St_R2108.pdf](#)

Director Laycock reviewed this item. This is the first agreement with Transpo Group for the design of the NHS project on 116th Street.

Motion to authorize the Mayor to execute the Professional Services Agreement with Transpo Group for the design of the 116th St Pavement Preservation National Highway System project for the total amount of \$103,344.51 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

18. [Professional Services Agreement with Transpo Group for Design of the State Ave Pavement Preservation National Highway System \(NHS\) Project](#)

[Transpo Group PSA_State Ave_R2107.pdf](#)

Director Laycock reviewed this item. This is the first agreement with Transpo Group for the design of the NHS project on State Avenue.

Councilmember King asked about the life expectancy of the overlay. Director Laycock replied they could expect 15-20 years for high volume arterials.

Motion to authorize the Mayor to execute the Professional Services Agreement with Transpo Group for the design of the State Ave Pavement Preservation NHS project for the total amount of \$164,354.96 moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

19. [State Avenue Phase 1 Corridor Improvement Project \(100th Street NE to 104th Street NE\) – Supplemental Agreement to the Public Works Contract between the City of Marysville and Strider Construction Co. Inc.](#)

[Strider Supplemental 12.9.2022.pdf](#)

Director Laycock reviewed this item and reported that the management reserve was exceeded by about \$215,000. The Transportation Improvement Board funded an additional \$350,000 due to changes in the project and cost overruns. This contract supplement with Strider is necessary to finalize the project and pay for the additional amount of the road.

Motion to authorize the Mayor to execute the Supplemental Agreement to the Public Works Contract between the City of Marysville and Strider Construction Co., Inc. for the State Avenue Phase I Corridor Improvement Project moved by Councilmember James seconded by Councilmember Condyles.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring:

- He spoke about Open House of New Civic Campus from 4-6pm.
- He noted that Councilmember Condyles wrote an interesting article on his blog about history of this area.
- Snohomish County Cities meeting will be on Thursday.
- He and others attended the Prime Lending ribbon cutting last week to welcome them to town.
- January 24 will be the Strategies 360 legislative day for the City in Olympia.
- Government Affairs Committee had a good meeting with the Tribes and some state legislators regarding the 88th and 4th Street combined project.
- He thanked staff, Council, community partners, and the community at large for 2022. Merry Christmas and Happy Holidays to everyone. It's been a pleasure working with Council.
- Thanks to Councilmember Muller for putting together a meeting with BNSF today.

Staff Business

Chief Scairpon spoke about the Police Department raising funds for the holiday toy store, collecting over 700 jackets for the food bank to distribute, and the Shop with a Cop event at Dick's Sporting Goods for local families.

He reported on great crime fighting work the department is doing.

He thanked Council for their actions tonight adopting resolutions related to transit conduct and illicit narcotic use in public which will aid the police in their work.

City Attorney Walker stated the need for a 30-minute Executive Session to address five items - 3 items related to potential litigation with action expected on all, one item related to acquisition of real estate with action expected, and one item related to labor negotiations with no action expected.

Parks Director Mizell invited Council to see the new Parks Building from 4-6 p.m. on January 6.

Call on Councilmembers and Committee Reports

Councilmember Condyles thanked Gloria and Tara for the decor in the new building. He thanked Council for welcoming him with open arms this year.

Councilmember James said he is looking forward to the open house at Civic Center. Merry Christmas and Happy New Year to everyone.

Councilmember King:

- He spoke about the new traffic signal coming on Sunnyside Blvd. and 52nd Street and how it will be an improvement.
- The meeting with the Tribes and some legislators was great to discuss upgrades for 4th and 88th.
- The Prime Lending ribbon cutting and open house was nice.

- He reported on the Solid Waste Advisory Committee (SWAC) meeting on Friday where they discussed wastewater treatment screenings. Snohomish County Council is going to vote for an extension to come up with a solution.
- Volunteers at the Toy Store worked to distribute coats, hats, and toys for close to 700 families and 1700 kids.
- Merry Christmas and Happy New Year to everyone.

Councilmember Stevens spoke about how nice the Christmas decorations and lights are out front. He also commented how great Councilmember Condyles' blog is.

Councilmember Richards wished everyone Merry Christmas and Happy Holidays.

Councilmember Muller asked about Halloween signs on the Ebey Waterfront Trail that should be removed. He said the meeting with BNSF went very well today. Merry Christmas and Happy Holidays to everyone.

Council President Norton:

- She reported on the Public Safety Committee meeting where they talked about crime statistics. The northern part of the city remains an area of emphasis. They discussed patrol strategies to address some of those areas. The number of "3rd contact and arrest" drug-related contacts have gone up
- It has been a great, busy year. They said goodbye to old city hall and hello to new city hall and a new councilmember. She appreciates working with Council and staff. She wished everyone Merry Christmas and Happy Holidays.

Adjournment/Recess

Council went into recess at 8:33 p.m.

Executive Session

Executive Session was convened at 8:40 p.m. for 30 minutes until 9:10 p.m. to address five items - 3 items related to potential litigation with action expected on all, one item related to acquisition of real estate with action expected, and one item related to labor negotiations with no action expected.

Reconvene

The executive session ended and regular meeting reconvened at 9:10 p.m.

Motion to authorize the Mayor to sign and execute the settlement agreement with Adrian Pratt in the amount of \$16,000 to resolve all claims moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Motion to authorize the Mayor to sign and execute the settlement agreement with Jessika Lindblom in the amount of \$39,000 to resolve all claims moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Motion to authorize the Mayor to sign and execute the settlement agreement with Strider Construction in the amount of \$450,000 to resolve all claims moved by Councilmember James seconded by Council President Norton.

AYES: ALL

Motion to authorize the Mayor to sign and execute an amendment to the purchase and sale agreement with Steven Long to extend the time for contingencies and closing moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Adjournment

Motion to adjourn the meeting at 9:13 p.m. moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

The meeting was adjourned at 9:13 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 07, 2022 Claims in the Amount of \$6,072,865.46
Paid by EFT Transactions and Check Numbers 159385
through 159502 with Check Number 157715 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[120722.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/7/2022 TO 12/7/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159385	LICENSING, DEPT OF	DRIVING ABSTRACT - GARCIA	PERSONNEL ADMINISTRATION	15.00
159386	LICENSING, DEPT OF	DRIVING ABSTRACT - DURDEN	PERSONNEL ADMINISTRATION	15.00
159387	PREMERA BLUE CROSS	CLAIMS PAID 11/13 TO 11/19/22	MEDICAL CLAIMS	109,969.58
159388	STRIDER CONSTRUCTION	PAY ESTIMATE/RETAINAGE 29	GMA-STREET	-11,311.25
	STRIDER CONSTRUCTION		GMA - STREET	226,224.90
159389	US BANK	MARLTGO20A - CIVIC CAMPUS	INTEREST & OTHER	178,250.00
	US BANK		REDEMPTION L/T	400,000.00
159390	US BANK	MARLTGOREF13	INTEREST & OTHER	5,940.00
	US BANK		INTEREST & OTHER	12,060.00
	US BANK		INTEREST & OTHER	18,000.00
	US BANK		INTEREST & OTHER	102,425.00
	US BANK		REDEMPTION L/T DEBT-PARK	146,025.00
	US BANK		REDEMPTION L/T	296,475.00
	US BANK		REDEMPTION L/T	442,500.00
	US BANK		REDEMPTION L/T	530,000.00
159391	US BANK	MARLTGOREF16	INTEREST & OTHER	31,250.00
	US BANK		REDEMPTION L/T	495,000.00
159392	US BANK	MARLTGO18B - CIVIC CAMPUS	REDEMPTION L/T	565,000.00
	US BANK		INTEREST & OTHER	768,625.00
159393	US BANK	MARLTGO18 - STREETS	INTEREST & OTHER	221,509.38
	US BANK		REDEMPTION L/T	460,000.00
159394	LICENSING, DEPT OF	FIREARMS SECTION - CPL'S	INTERGOVERNMENTAL	1,299.00
159395	BOYD, RAE	CONTRACT NURSE SERVICE	DETENTION & CORRECTION	22,400.00
159396	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	27.25
	911 SUPPLY INC.	UNIFORM - THAMMARAT	DETENTION & CORRECTION	39.72
	911 SUPPLY INC.	HOLSTERS	POLICE PATROL	122.51
	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	203.46
	911 SUPPLY INC.	UNIFORM - MILLER	COMMUNITY SERVICES UNIT	218.78
	911 SUPPLY INC.	UNIFORM - VASCONI	POLICE PATROL	234.10
	911 SUPPLY INC.	UNIFORM - MARLIN	POLICE PATROL	307.58
	911 SUPPLY INC.	UNIFORM - THAMMARAT	DETENTION & CORRECTION	435.45
	911 SUPPLY INC.	UNIFORM - WHEELER	POLICE PATROL	461.63
	911 SUPPLY INC.	UNIFORM - GLENN	POLICE PATROL	726.86
	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	875.48
	911 SUPPLY INC.	VEST - THAMMARAT	DETENTION & CORRECTION	1,368.61
159397	AGANOWSKI, DOMINICK	UB REFUND	GARBAGE	314.35
159398	ALEXANDER PRINTING	ENVELOPES	LEGAL - PROSECUTION	229.42
159399	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	13.46
	AMAZON CAPITAL		POLICE INVESTIGATION	15.23
	AMAZON CAPITAL	WEBCAM STAND	EXECUTIVE ADMIN	21.65
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	30.58
	AMAZON CAPITAL		POLICE INVESTIGATION	30.61
	AMAZON CAPITAL		POLICE INVESTIGATION	31.06
	AMAZON CAPITAL		POLICE INVESTIGATION	38.28
	AMAZON CAPITAL	LAPTOP STAND	FINANCE-GENL	39.33
	AMAZON CAPITAL	MONITOR STAND RISER	FINANCE-GENL	39.37
	AMAZON CAPITAL	SUPPLIES	OFFICE OPERATIONS	48.13
	AMAZON CAPITAL	RECEIVED STAMPS	FINANCE-GENL	57.45
	AMAZON CAPITAL	CALENDARS, PENS, TAPE DISPENSER	CITY CLERK	65.33
	AMAZON CAPITAL	SUPPLIES	COMMUNITY SERVICES UNIT	88.60
	AMAZON CAPITAL		POLICE ADMINISTRATION	90.93

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/7/2022 TO 12/7/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159399	AMAZON CAPITAL	POWER SWITCH	PARK & RECREATION FAC	101.40
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	156.63
	AMAZON CAPITAL	CALENDARS, PENS, TAPE DISPENSER	FINANCE-GENL	179.99
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	187.70
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	198.06
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	218.79
	AMAZON CAPITAL		POLICE INVESTIGATION	293.85
	AMAZON CAPITAL	FLOOR SWEEPER	COMMUNITY CENTER	337.86
	AMAZON CAPITAL	MERRYSVILLE FOR THE HOLIDAYS	COMMUNITY EVENTS	413.05
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	419.97
	AMAZON CAPITAL	FOOD SERVICE CART	COMMUNITY CENTER	840.62
159400	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	173.40
	ARAMARK UNIFORM		OPERA HOUSE	173.40
159401	AVELLANEDA, JEN	REFUND - BASKETBALL	PARKS-RECREATION	85.00
159402	BANK OF AMERICA	FINANCE CHARGE	POLICE ADMINISTRATION	28.21
159403	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	35.79
159404	BANK OF AMERICA	TRAVEL	DETENTION & CORRECTION	327.59
159405	BANK OF AMERICA	ADVERTISING	POLICE ADMINISTRATION	574.38
159406	BANK OF AMERICA	TRAVEL	POLICE INVESTIGATION	604.45
159407	BARSTAD, DANA	PERFORMER DINNER	OPERA HOUSE	82.19
159408	BILLING DOCUMENT SPE	PRINTING SERVICE 11/11 TO 11/16	UTILITY BILLING	2,147.41
159409	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	94.59
159410	BSN SPORTS, LLC	BASKETBALLS	RECREATION SERVICES	1,661.67
159411	CARSON-BLAKESLEY, VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	302.40
159412	CATHOLIC COMMUNITY	CCS - CHORE SERVICE FOR OCT 22	COMMUNITY	942.26
159413	CNR, INC	CONFERENCE PHONE	IS REPLACEMENT ACCOUNTS	596.01
159414	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	633.17
159415	COOP SUPPLY	STRAW EASTERN BALE	PARK & RECREATION FAC	153.05
159416	CORNERSTONE HOMES NW	UB REFUND 8729 69TH PL NE	WATER/SEWER OPERATION	158.47
159417	CRYSTAL SPRINGS	WATER DELIVERY SERVICE	DETENTION & CORRECTION	50.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	50.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE PATROL	105.72
159418	DELGADO, SILVIA	OPERA HOUSE DEPOSIT	GENERAL FUND	500.00
159419	DICKS TOWING	TOWING 090-80083	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-52343	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-52584	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-52595	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-53273	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-53318	POLICE PATROL	77.54
	DICKS TOWING		POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-53449	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-54386	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-54789	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-55289	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-55425	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-53359	POLICE PATROL	103.38
	DICKS TOWING	TOWING 22-54150	POLICE PATROL	155.08
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	846.95
	DICKS TOWING		POLICE PATROL	889.62
	DICKS TOWING		POLICE PATROL	920.25

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/7/2022 TO 12/7/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159420	DIJULIO DISPLAYS INC	SHIPPING FEE	COMMUNITY EVENTS	248.05
	DIJULIO DISPLAYS INC	ADDITIONAL LIGHTS	COMMUNITY EVENTS	510.49
159421	DIMENSIONAL COMMUNI	A/V SET-UP ON TOWER SIDE	CAPITAL EXPENDITURES	26,252.72
159422	E&E LUMBER	LOCK LUBRICANT	PARK & RECREATION FAC	7.33
	E&E LUMBER	TAPE	COMMUNITY EVENTS	28.73
	E&E LUMBER	UTILITY KNIFE, LEVEL	PARK & RECREATION FAC	492.07
159423	ELEVATE YOGA LLC	YOGA INSTRUCTION	MEDICAL CLAIMS	250.00
159424	FERGUSON, MICHELLE	REFUND - BASKETBALL	PARKS-RECREATION	85.00
159425	FOOT WORKS	INSTRUCTOR SERVICE	RECREATION SERVICES	280.00
159426	GALLS, LLC	PEPPER SPRAY	POLICE INVESTIGATION	119.00
	GALLS, LLC		POLICE INVESTIGATION	158.66
159427	GOBIN, LIZ	REFUND - BASKETBALL	PARKS-RECREATION	85.00
	GOBIN, LIZ		PARKS-RECREATION	85.00
159428	GOBLE SAMPSON ASSOC	WATM	PUMPING PLANT	1,819.39
159429	GOVCONNECTION INC	TV	OFFICE OPERATIONS	1,199.52
	GOVCONNECTION INC	HP PRINTERS	POLICE PATROL	1,201.21
159430	GRAYSHIFT LLC	GRAYKEY LICENSE	POLICE INVESTIGATION	12,885.25
159431	GREENSHIELDS INDS	WIRE ROPE, CABLE, SLEEVES	PARK & RECREATION FAC	750.79
159432	HANCOCK, LONNIE A &	UB REFUND	WATER/SEWER OPERATION	384.53
159433	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
159434	HD FOWLER COMPANY	PVC TEE	GMA-PARKS	10.21
	HD FOWLER COMPANY	VALVE BOX EXTENSION	GMA-PARKS	23.05
	HD FOWLER COMPANY	ROUND BOX VALVE	GMA-PARKS	47.46
	HD FOWLER COMPANY	POWER UNIT	PARK & RECREATION FAC	3,514.66
159435	HEADRICK, DAVID	ICC IRC BUILDING INSPECTOR RE-CERT	COMMUNITY	95.00
159436	HENLEY, LAURA	INSTRUCTOR PAYMENT 3RD	RECREATION SERVICES	1,596.60
159437	HON COMPANY	CABINETS WITH DOORS	CAPITAL EXPENDITURES	1,078.64
159438	JAMES MARKETING	ADVERTISING/WEDDING SHOW	OPERA HOUSE	445.00
159439	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	48.48
159440	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
159441	L N CURTIS & SONS	SUPPLIES	POLICE TRAINING-FIREARMS	1,659.90
159442	LANGUAGERS INC	INTERPRETER SERVICE	POLICE ADMINISTRATION	189.38
159443	LASTING IMPRESSIONS	UMBRELLAS FOR CC	CAPITAL EXPENDITURES	473.16
159444	LAW ENFORCE SEMINARS	REGISTRATION FOR TRAINING	POLICE TRAINING-FIREARMS	395.00
159445	LEIRA	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	50.00
159446	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	173.25
159447	LOWES HIW INC	HEAVY STRAP HINGE	PARK & RECREATION FAC	45.99
	LOWES HIW INC	PORTABLE GFCI RIGHT ANGLE	PARK & RECREATION FAC	133.87
	LOWES HIW INC	HEAVY STRAP HINGE	PARK & RECREATION FAC	257.59
159448	MARYSVILLE AWARDS	ENGRAVING SERVICE	POLICE ADMINISTRATION	49.23
159449	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	40.25
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	130.51
	MARYSVILLE, CITY OF		SUNNYSIDE FILTRATION	137.52
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	207.76
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	221.01
	MARYSVILLE, CITY OF		SUNNYSIDE FILTRATION	314.67
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	356.64
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	403.74
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	846.55
159450	NAPA AUTO PARTS	NAPA DEF FLUID	STREET CLEANING	198.76
159451	NAVIA BENEFIT	PARTICIPANT FEE - OCT 2022	PERSONNEL ADMINISTRATION	182.60

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/7/2022 TO 12/7/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159462	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	93.60
	POTTERY NOOK, THE		RECREATION SERVICES	100.80
159463	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	9,512.04
159464	PROVIDENCE EVERETT M	INMATE MEDICAL TREATMENT	DETENTION & CORRECTION	1,403.72
159465	PUBLIC SAFETY TESTIN	POLYGRAPH EXAMINATIONS	POLICE ADMINISTRATION	1,140.00
159466	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	170.24
159467	PUD	ACCT #205283641	STREET LIGHTING	10.82
	PUD	ACCT #205026479	STREET LIGHTING	11.84
	PUD		STREET LIGHTING	18.53
	PUD	ACCT #204584361	STREET LIGHTING	18.69
	PUD	ACCT #204933311	PUMPING PLANT	24.26
	PUD	ACCT #202791166	PUMPING PLANT	24.46
	PUD	ACCT #204584361	STREET LIGHTING	24.78
	PUD	ACCT #201931193	PARK & RECREATION FAC	25.31
	PUD	ACCT #202177861	PUMPING PLANT	26.08
	PUD	ACCT #200998532	PARK & RECREATION FAC	27.19
	PUD	ACCT #201380995	PUMPING PLANT	29.92
	PUD	ACCT #202368536	TRANSPORTATION	49.86
	PUD	ACCT #202102190	TRANSPORTATION	61.76
	PUD	ACCT #220153100	TRANSPORTATION	65.90
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	66.23
	PUD	ACCT #202183679	TRANSPORTATION	74.97
	PUD	ACCT #200800704	STREET LIGHTING	75.02
	PUD	ACCT #202220760	GOLF ADMINISTRATION	75.06
	PUD	ACCT #200869303	TRANSPORTATION	75.74
	PUD	ACCT #220298624	STREET LIGHTING	78.76
	PUD	ACCT #201670890	TRANSPORTATION	103.63
	PUD	ACCT #222592917	PARK & RECREATION FAC	104.19
	PUD	ACCT #202689105	WASTE WATER TREATMENT	119.77
	PUD	ACCT #202294336	STREET LIGHTING	128.95
	PUD	ACCT #202490637	SEWER LIFT STATION	129.41
	PUD	ACCT #201046380	PARK & RECREATION FAC	129.73
	PUD	ACCT #202576112	STREET LIGHTING	129.92
	PUD	ACCT #202572327	STREET LIGHTING	144.94
	PUD	ACCT #202030078	TRANSPORTATION	161.22
	PUD	ACCT #202368197	PUMPING PLANT	172.40
	PUD	ACCT #220731285	STREET LIGHTING	183.75
	PUD	ACCT #203344585	STREET LIGHTING	208.16
	PUD	ACCT #200084150	TRANSPORTATION	290.34
	PUD	ACCT #201147253	PUMPING PLANT	641.68
	PUD	ACCT #201639630	GOLF ADMINISTRATION	884.08
	PUD	ACCT #201098969	PUMPING PLANT	1,706.80
	PUD	ACCT #202604203	STREET LIGHTING	1,796.34
	PUD	ACCT #202576112	STREET LIGHTING	2,468.59
	PUD	ACCT #202604203	STREET LIGHTING	2,694.51
	PUD	ACCT #201577921	PUMPING PLANT	8,889.09
	PUD	ACCT #202882098	STREET LIGHTING	9,100.88
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	11,217.88
	PUD	ACCT #202882098	STREET LIGHTING	14,234.72
159468	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	100.00
159469	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	404.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/7/2022 TO 12/7/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159469	RH2 ENGINEERING INC	WATER SYSTEM ANALYSIS SUPPORT	SOURCE OF SUPPLY	3,344.06
	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	10,255.29
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	10,432.06
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	12,624.06
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	16,863.78
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	30,213.09
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	32,885.01
159470	SEASIDE MOUNTAIN	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
159471	SECURITY CONTRACTOR	FENCING LEASE	GMA-PARKS	213.34
	SECURITY CONTRACTOR		GMA-PARKS	607.18
159472	SERVICE ELECTRIC COM	RELEASE OF RETAINAGE TO CONTRACTOR	GENERAL FUND	1,082.33
159473	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	240.00
	SNO CO CHAPTER OF		RECREATION SERVICES	270.00
159474	SNO CO FINANCE	VEHICLE REPAIRS	EQUIPMENT RENTAL	149.42
	SNO CO FINANCE		EQUIPMENT RENTAL	271.64
	SNO CO FINANCE		EQUIPMENT RENTAL	2,986.38
	SNO CO FINANCE		EQUIPMENT RENTAL	3,043.07
	SNO CO FINANCE		EQUIPMENT RENTAL	3,061.18
159475	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	265.89
	SNO CO TREASURER		CRIME VICTIM	535.39
	SNO CO TREASURER		CRIME VICTIM	1,130.24
159476	SNO CO TREASURER	INMATE HOUSING - OCTOBER	DETENTION & CORRECTION	79,341.31
159477	SOUND SAFETY	UNIFORM REPLACEMENT - OSBORN	GENERAL	49.80
159478	STAPLES	CALENDARS	COMMUNITY	108.87
159479	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,808.15
159480	SUN BADGE CO	RETIREMENT BADGE	DETENTION & CORRECTION	159.50
159481	SUPERIOR RESTROOMS	SERVICE PORTABLE RESTROOM	ROADSIDE VEGETATION	71.11
	SUPERIOR RESTROOMS	SERVICE PORTABLE RESTROOMS	ROADWAY MAINTENANCE	142.22
159482	TERRA RESOURCE GROUP	STAFFING FEE - MONTGOMERY	PERSONNEL ADMINISTRATION	1,384.88
159483	TOPAUM, ROSALIE	REFUND BASKETBALL	PARKS-RECREATION	85.00
159484	TRANSPORTATION, DEPT	TRAVEL	POLICE PATROL	4.70
	TRANSPORTATION, DEPT		POLICE PATROL	10.25
	TRANSPORTATION, DEPT		DETENTION & CORRECTION	12.00
159485	ULINE	GLOVES	POLICE PATROL	162.35
	ULINE	MOP HANDLE, SUPPLIES	DETENTION & CORRECTION	175.00
	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	421.12
	ULINE	TISSUE DISPENSER	GMA-PARKS	999.50
159486	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	61.83
	UNITED PARCEL SERVIC		POLICE PATROL	76.97
159487	USA BLUEBOOK	APRON WITH SLEEVES	PUMPING PLANT	126.17
	USA BLUEBOOK	CHLORINE REAGENT	SUNNYSIDE FILTRATION	750.82
	USA BLUEBOOK	TURBIDIMETER KIT	SUNNYSIDE FILTRATION	4,069.02
159488	VINSON, DANIEL & SHA	UB REFUND	WATER/SEWER OPERATION	43.68
	VINSON, DANIEL & SHA		GARBAGE	713.67
159489	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	413.50
	WA STATE TREASURER		INTERGOVERNMENTAL	765.00
	WA STATE TREASURER		INTERGOVERNMENTAL	838.00
	WA STATE TREASURER		GENERAL FUND	17,253.98
	WA STATE TREASURER		GENERAL FUND	19,768.93
	WA STATE TREASURER		GENERAL FUND	23,642.21
159490	WASTE MANAGEMENT	YARD WASTE/RECYCLING SERVICE NOV 22	RECYCLING OPERATION	523,473.81

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/7/2022 TO 12/7/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159491	WHITE CAP CONSTRUCT	GORILLA TAPE	SOURCE OF SUPPLY	102.99
159492	WHPACIFIC	PROFESSIONAL SERVICE	GMA - STREET	4,978.03
	WHPACIFIC		GMA - STREET	36,503.39
159493	WSB EXCAVATION	INSPECT/REPAIR SEWER LINE	GMA - STREET	803.02
159494	YAKIMA COUNTY DOC	INMATE HOUSING, YAKIMA, OCT 22	DETENTION & CORRECTION	2,538.95
159495	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	57.31
159496	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	63.22
159497	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	77.84
159498	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	91.17
159499	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	115.18
159500	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	115.82
159501	ZIPLY FIBER	ACCT #3606534028	CITY HALL	118.03
159502	ZIPLY FIBER	TELEPHONE SERVICE	PARK & RECREATION FAC	63.76

WARRANT TOTAL: 6,072,936.45

The Everett Steel Company Void Initiator Error 157715 \$70.99

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$6,072,865.46



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: December 09, 2022 Payroll in the Amount of \$1,699,045.30
Paid by EFT Transactions and Check Numbers 34222-34233

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 14, 2022 Claims in the Amount of \$955,617.07 Paid by EFT Transactions and Check Numbers 159503 through 159658

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[121422.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/14/2022 TO 12/14/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159503	LICENSING, DEPT OF	DRIVING ABSTRACT - KAUR	PERSONNEL ADMINISTRATION	15.00
159504	LICENSING, DEPT OF	DRIVING ABSTRACT - WOOD	PERSONNEL ADMINISTRATION	15.00
159505	PREMERA BLUE CROSS	PREMERA CLAIMS PAID	MEDICAL CLAIMS	47,236.96
159506	911 SUPPLY INC.	UNIFORM	POLICE PATROL	19.82
	911 SUPPLY INC.	UNIFORMS, WISEMAN	YOUTH SERVICES	110.09
	911 SUPPLY INC.	UNIFORMS, MARLIN	POLICE PATROL	214.37
	911 SUPPLY INC.	UNIFORMS, WIERSMA	YOUTH SERVICES	220.18
	911 SUPPLY INC.	UNIFORMS, OTTULICH	DETENTION & CORRECTION	266.92
	911 SUPPLY INC.	UNIFORMS, CARLILE	POLICE PATROL	363.30
	911 SUPPLY INC.	UNIFORMS, ELTON	POLICE ADMINISTRATION	480.82
	911 SUPPLY INC.	UNIFORMS, GIBBS	POLICE PATROL	488.63
159507	ALEXANDER PRINTING	PRINT SERVICES, BUSINESS CARDS	POLICE PATROL	63.72
	ALEXANDER PRINTING		COMMUNITY SERVICES UNIT	63.73
	ALEXANDER PRINTING	BUSINESS CARDS	COMMUNITY SERVICES UNIT	96.98
159508	ALL BATTERY SALES &	20/10 ALL SEASON MIXED GAL	SOLID WASTE OPERATIONS	57.85
	ALL BATTERY SALES &	ALL SEASON MIX	ER&R	164.19
159509	AMAZON CAPITAL	CLOCK	POLICE ADMINISTRATION	16.40
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	23.50
	AMAZON CAPITAL		POLICE INVESTIGATION	27.32
	AMAZON CAPITAL	SUPPLIES FOR MCC	CAPITAL EXPENDITURES	31.89
	AMAZON CAPITAL	CLOCK	POLICE ADMINISTRATION	37.17
	AMAZON CAPITAL	BOOKS	POLICE ADMINISTRATION	61.35
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	64.60
	AMAZON CAPITAL		POLICE INVESTIGATION	76.56
	AMAZON CAPITAL		POLICE PATROL	125.80
	AMAZON CAPITAL		POLICE INVESTIGATION	136.70
	AMAZON CAPITAL	SUPPLIES FOR MCC	CAPITAL EXPENDITURES	164.34
	AMAZON CAPITAL	CHARGER	POLICE PATROL	192.44
	AMAZON CAPITAL	BADGE HOLDERS	COMPUTER SERVICES	214.66
	AMAZON CAPITAL	COMPACT SINGLE DOOR MINI	COMPUTER SERVICES	217.71
	AMAZON CAPITAL	MISC TOOLS	COMPUTER SERVICES	264.86
	AMAZON CAPITAL	BADGE RIBBON	COMPUTER SERVICES	336.21
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	429.28
	AMAZON CAPITAL	BADGE EQUIPMENT	COMPUTER SERVICES	735.16
159510	ANDERSON, KRISTEN	PROTEM SERVICES	MUNICIPAL COURTS	1,110.00
159511	ARAMARK UNIFORM	LINEN SERVICE AT OPERA HOUSE	OPERA HOUSE	244.38
159512	ARLINGTON HARDWARE	BRASS CEDARCREST ALTITUDE VALVE	WATER RESERVOIRS	287.09
159513	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	38.54
159514	ARMOR UP AMERICA	FIRST RESPONDERS ARMOR UP	POLICE PATROL	444.00
159515	AS YOU WISH ELECTRIC	REFUND: ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	150.00
159516	ASPECT CONSULTING	PROFESSIONAL SERVICE	STORM DRAINAGE	756.00
	ASPECT CONSULTING		STORM DRAINAGE	4,019.00
159517	BARK KING	EFW BLOW/RETENTION - AUG 2022	GENERAL FUND	-1,456.25
	BARK KING		PARK & RECREATION FAC	15,931.38
159518	BEKINS NORTHWEST	COMMUNITY CENTER REMODEL	GMA-PARKS	8,973.52

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159519	BENEFIT COORDINATORS	DEC 2022 PREMIUMS	MEDICAL CLAIMS	155,189.46
159520	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	1,317.50
	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	1,532.50
159521	BICKFORD FORD	CORE RETURN	EQUIPMENT RENTAL	-109.40
	BICKFORD FORD	HEATER DOOR ASSEMBLY	EQUIPMENT RENTAL	31.77
	BICKFORD FORD	PUMP ASSEMBLY, SEALS #V047	EQUIPMENT RENTAL	125.35
	BICKFORD FORD	VALVE COVER ASSEMBLY	EQUIPMENT RENTAL	161.62
	BICKFORD FORD	TIRE PRESSURE SENSOR	EQUIPMENT RENTAL	201.25
	BICKFORD FORD	DORE DEPOSIT	EQUIPMENT RENTAL	254.03
	BICKFORD FORD	WATER PUMP ASSEMBLY, VALVES	EQUIPMENT RENTAL	272.96
	BICKFORD FORD	SPARK PLUGS, COIL ASSEMBLY	EQUIPMENT RENTAL	316.10
	BICKFORD FORD	BRAKE PAD SET, ROTOR, SUPPLIES	ER&R	378.49
159522	BRAKE AND CLUTCH	CAM KIT	EQUIPMENT RENTAL	11.28
	BRAKE AND CLUTCH	CAMSHAFT, CAM KIT	EQUIPMENT RENTAL	238.96
159523	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	342.00
159524	CINTAS	FIRST AID KITS	EQUIPMENT RENTAL	396.62
	CINTAS		WATER DIST MAINS	396.62
	CINTAS		GENERAL	396.62
159525	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
159526	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE/TAG	ER&R	114.85
159527	COSTLESS SENIOR SRVC	INMATE MEDICATIONS	DETENTION & CORRECTION	518.73
159528	CRAIG, CYNTHIA	UB REFUND	WATER/SEWER OPERATION	260.18
159529	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	8.78
	CTS LANGUAGE LINK		COURTS	13.85
	CTS LANGUAGE LINK		COURTS	44.24
159530	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	50.00
159531	DELL	DELL MONITORS	IS REPLACEMENT ACCOUNTS	984.56
159532	DICKS TOWING	TOWING #P165	EQUIPMENT RENTAL	77.54
	DICKS TOWING	TOWING 090-80083	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-55965	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-56190	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-56253	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-56475	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-56483	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-56521	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-56740	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-56829	POLICE PATROL	77.54
	DICKS TOWING	TOWING 65134D	POLICE PATROL	155.08
	DICKS TOWING	TOWING 22-56303	POLICE PATROL	241.64
159533	DISCOUNT TOWING	TOWING P177	POLICE PATROL	347.35
159534	DK SYSTEMS, INC.	Q4 2022 HVAC MAINTENANCE	SOURCE OF SUPPLY	109.95
	DK SYSTEMS, INC.		SUNNYSIDE FILTRATION	261.47
	DK SYSTEMS, INC.		OPERA HOUSE	288.27
	DK SYSTEMS, INC.		WATER FILTRATION PLANT	625.77

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159534	DK SYSTEMS, INC.	Q4 2022 HVAC MAINTENANCE	MAINT OF GENL PLANT	730.25
	DK SYSTEMS, INC.		COURT FACILITIES	807.92
	DK SYSTEMS, INC.		PARK & RECREATION FAC	1,026.17
	DK SYSTEMS, INC.		UTIL ADMIN	1,153.06
	DK SYSTEMS, INC.		WASTE WATER TREATMENT	1,305.69
	DK SYSTEMS, INC.		PUBLIC SAFETY BLDG	1,506.99
159535	DOBBS PETERBILT	KNOB-WIPER/WASHER	ER&R	11.46
	DOBBS PETERBILT		ER&R	22.93
	DOBBS PETERBILT	PRESSURE SWITCH	EQUIPMENT RENTAL	50.52
	DOBBS PETERBILT	MIRROR	ER&R	65.81
	DOBBS PETERBILT	WINDSHIELD WIPERS	EQUIPMENT RENTAL	425.28
	DOBBS PETERBILT	MIRROR	ER&R	460.70
	DOBBS PETERBILT	DRUM BRAKE	EQUIPMENT RENTAL	629.33
159536	DOBYNS FAMILY LLC	UB REFUND	WATER/SEWER OPERATION	339.38
159537	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING NOV 2022	UTILITY BILLING	802.90
159538	DULEBA, ERIN J	UB REFUND	WATER/SEWER OPERATION	115.65
159539	E&E LUMBER	CIVIC CAMPUS TOGGLE BOLTS	CAPITAL EXPENDITURES	16.74
	E&E LUMBER	BLEACH, DOOR PULL, BRACKETS	OPERA HOUSE	24.01
	E&E LUMBER	CAULKING	UTIL ADMIN	32.51
	E&E LUMBER	COMMUNITY CENTER REMODEL	GMA-PARKS	37.79
	E&E LUMBER	SOCKET SETS, HEATER	WASTE WATER TREATMENT	115.78
	E&E LUMBER	METAL SPIKES, TAPE, WHITE ADHESIVE	GMA-PARKS	244.64
159540	EAGLE FENCE	RELEASE OF RETAINAGE	GMA-PARKS	5,294.50
159541	ECOLOGY, DEPT. OF	WASTEWATER CERT RENEWAL	UTIL ADMIN	98.00
	ECOLOGY, DEPT. OF		UTIL ADMIN	98.00
	ECOLOGY, DEPT. OF		UTIL ADMIN	98.00
	ECOLOGY, DEPT. OF		SEWER PRETREATMENT	98.00
	ECOLOGY, DEPT. OF		UTIL ADMIN	98.00
	ECOLOGY, DEPT. OF		UTIL ADMIN	98.00
	ECOLOGY, DEPT. OF		UTIL ADMIN	98.00
	ECOLOGY, DEPT. OF		UTIL ADMIN	98.00
	ECOLOGY, DEPT. OF		SEWER PRETREATMENT	98.00
	ECOLOGY, DEPT. OF		SEWER PRETREATMENT	98.00
	ECOLOGY, DEPT. OF	WATER QUALITY PEST CONTROL 2022	STORM DRAINAGE	682.00
159542	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	167.44
159543	EVERETT STAMP WORKS	COURTROOM STAMPS	MUNICIPAL COURTS	80.74
	EVERETT STAMP WORKS	STAMPERS, SUPPLIES	OFFICE OPERATIONS	239.25
159544	EVERETT STEEL CO	STEEL	SEWER MAIN COLLECTION	70.99
159545	EVERETT TIRE & AUTO	WHEEL ALIGNMENT	EQUIPMENT RENTAL	169.25
	EVERETT TIRE & AUTO	TIRES, FEES	ER&R	2,840.34
159546	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	275,333.13
159547	FELDMAN & LEE P.S.	MONTHLY CONTRACT	PUBLIC DEFENSE	52,000.00
159548	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	45.92
	FERRELLGAS		TRAFFIC CONTROL DEVICES	45.92
159549	FISHERIES SUPPLY	GFCI PLUGS	EQUIPMENT RENTAL	2,042.43

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159550	FOREMOST PROMOTIONS	CRIME PREVENTION EVENT SUPPLIES	CRIME PREVENTION	1,081.11
159551	FRAUSTO, CHRISTINE	PROTEM SERVICE	MUNICIPAL COURTS	185.00
159552	FREIBERG, B	UB REFUND	WATER/SEWER OPERATION	107.63
159553	FRIESS, JENNY	PUMPKIN TRAILS QUEST	COMMUNITY EVENTS	75.82
159554	GIBBS, REBEKAH	JAIL SUPPLIES	DETENTION & CORRECTION	25.07
159555	GOBLE SAMPSON ASSOC	PUMP HEADS	WASTE WATER TREATMENT	929.31
	GOBLE SAMPSON ASSOC	TORNADO REBUILD KIT	WASTE WATER TREATMENT	1,800.73
159556	GORDON TRUCK CENTER	LOCKSET	EQUIPMENT RENTAL	83.15
159557	GRACE ACADEMY	REFUND PERMIT CHARGES	GENERAL FUND	250.00
159558	GRAINGER	FLUTE TAP, TAP WRENCH, KEY TAGS	STORM DRAINAGE	69.91
	GRAINGER		SEWER MAIN COLLECTION	69.91
	GRAINGER		STORM DRAINAGE	86.67
	GRAINGER		SEWER MAIN COLLECTION	86.68
	GRAINGER	DRY WIPE	WATER QUAL TREATMENT	233.94
	GRAINGER	DRY WIPE DISPENSER	SUNNYSIDE FILTRATION	727.11
159559	GREENSHIELDS INDS	COUPLINGS	EQUIPMENT RENTAL	1,369.27
159560	HEWLETT PACKARD	PRINT TONER/MAINTENANCE	COMPUTER SERVICES	-63.37
	HEWLETT PACKARD		LEGAL - PROSECUTION	0.60
	HEWLETT PACKARD		WASTE WATER TREATMENT	0.86
	HEWLETT PACKARD		WATER QUAL TREATMENT	1.59
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	1.77
	HEWLETT PACKARD		UTIL ADMIN	4.70
	HEWLETT PACKARD		SEWER MAIN COLLECTION	7.17
	HEWLETT PACKARD		STORM DRAINAGE	7.17
	HEWLETT PACKARD		PARK & RECREATION FAC	12.02
	HEWLETT PACKARD		CITY CLERK	25.59
	HEWLETT PACKARD		FINANCE-GENL	25.59
	HEWLETT PACKARD		MUNICIPAL COURTS	38.85
	HEWLETT PACKARD		UTILITY BILLING	79.28
159561	HIGGINS/HILL RESIDENT	UB REFUND	WATER/SEWER OPERATION	138.60
159562	HOME DEPOT USA	8 - 7 GAL TRASH CANS	CUSTODIAL SERVICES	50.59
	HOME DEPOT USA	TRASH BAGS	CUSTODIAL SERVICES	50.59
	HOME DEPOT USA	GARBAGE BAGS, WD 40, DEGREASER	ER&R	350.17
	HOME DEPOT USA	INVENTORY SUPPLIES	ER&R	1,173.98
	HOME DEPOT USA	WALK BEHIND SCRUBBER	CITY HALL	8,679.33
159563	HON COMPANY	WORK SURFACES	CAPITAL EXPENDITURES	1,348.70
159564	HOUSE OF UPHOLSTERY	RECOVER/FIX FOAM SEAT #V021	EQUIPMENT RENTAL	902.55
159565	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
159566	ICONIX WATERWORKS	WHITE PAINT - INVENTORY	ER&R	392.27
	ICONIX WATERWORKS	REPAIR CLAMP	ER&R	595.23
	ICONIX WATERWORKS	METER WRENCH, MANHOLE HOOK	ER&R	713.33
	ICONIX WATERWORKS	BLUE AND GREEN PAINT	ER&R	784.54

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159566	ICONIX WATERWORKS	ANGLE BALL VALVES	ER&R	2,027.83
159567	INSTITUTE OF TRANS	MEMBERSHIP - HAGEN	TRANSPORTATION	90.00
	INSTITUTE OF TRANS	MEMBERSHIP - BIRCHMAN	TRANSPORTATION	327.00
	INSTITUTE OF TRANS	MEMBERSHIP - HANNAHS	TRANSPORTATION	327.00
159568	INTERMOUNTAIN LOCK	PADLOCK KEYED	ER&R	198.23
	INTERMOUNTAIN LOCK	PADLOCK LONG KEYED	ER&R	225.01
	INTERMOUNTAIN LOCK	OCCUPANCY D-BOLT, KICK-DOWN HOLDER	CAPITAL EXPENDITURES	391.50
	INTERMOUNTAIN LOCK	BALLARD BLOCKS	STORM DRAINAGE	473.97
159569	INTERSTATE BATTERY	BATTERIES	SMALL ENGINE SHOP	115.85
	INTERSTATE BATTERY		STORM DRAINAGE	177.10
	INTERSTATE BATTERY		ER&R	538.95
	INTERSTATE BATTERY		ER&R	570.75
	INTERSTATE BATTERY		ER&R	650.58
	INTERSTATE BATTERY		ER&R	652.51
159570	IRON MOUNTAIN	CRUSHED ROCK	STORM DRAINAGE	224.20
159571	JOHNSON, LYNDAL	REFUND - BALLE	PARKS-RECREATION	36.00
159572	JP COOKE COMPANY, THE	2023 ANNUAL ANIMAL LICENSE TAGS	GENERAL FUND	-9.85
	JP COOKE COMPANY, THE		COMMUNITY	114.60
159573	KAISER PERMANENTE	PRE-EMPLOYMENT SERVICES	POLICE ADMINISTRATION	1,301.00
159574	KAR GOR INC	KINETIC SOFTWARE LICENSE, WSDOT FEE	TRANSPORTATION	12,179.47
159575	KENDALL CHEVROLET	HEATER HOSE FITTING/CONNECTOR	EQUIPMENT RENTAL	45.03
	KENDALL CHEVROLET	PAD KIT	ER&R	172.57
	KENDALL CHEVROLET	PAD KIT, ROTOR	ER&R	872.47
159576	KITSAP TRACTOR	GASKET, LENSES	SMALL ENGINE SHOP	90.17
159577	KKXA 1520	ADVERTISING	OPERA HOUSE	400.00
159578	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	130.00
	KUPRIYANOVA, SVETLAN		COURTS	130.00
	KUPRIYANOVA, SVETLAN		COURTS	348.69
159579	LARSON, KIMBERLEY	UB REFUND	WATER/SEWER OPERATION	247.13
159580	LASTING IMPRESSIONS	UNIFORM ITEMS	ER&R	1,723.90
159581	LES SCHWAB TIRE CTR	FLAT TIRE REPAIR	EQUIPMENT RENTAL	52.82
	LES SCHWAB TIRE CTR	FLAT TIRE REPAIR SERVICE CALL	EQUIPMENT RENTAL	383.96
	LES SCHWAB TIRE CTR	TRACTION RE-TREAD, REPAIR	ER&R	1,441.46
	LES SCHWAB TIRE CTR	TIRES, REPAIR	ER&R	2,132.65
	LES SCHWAB TIRE CTR	TRACTION TIRES	ER&R	2,303.96
	LES SCHWAB TIRE CTR	TRACTION TUBELESS TIRES	EQUIPMENT RENTAL	2,394.61
159582	LIM, VANNARA S	INTERPRETER SERVICE	COURTS	130.00
159583	LOWES HIW INC	6 FOOT LADDER	SOURCE OF SUPPLY	61.78
	LOWES HIW INC		WASTE WATER TREATMENT	61.78
	LOWES HIW INC	GARBAGE TOTERS	ROADSIDE VEGETATION	143.16
	LOWES HIW INC	SOIL MIX, HUSQVARNA BAR	SOURCE OF SUPPLY	153.92
159584	LTI, INC.	ROAD SALT	SNOW & ICE REMOVAL	6,117.97
	LTI, INC.		SNOW & ICE REMOVAL	6,547.32
159585	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	534.70
159586	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00

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159587	MARYSVILLE, CITY OF	UTILITY SERVICE	CITY HALL	173.65
159588	MCNULTY, KATRINA	REFUND - BASKETBALL	PARKS-RECREATION	85.00
159589	MITCHELL, ANNE	REFUND YOGA	PARKS-RECREATION	30.00
159590	MOBILE WIRELESS LLC	NETMOTION LICENSE	PERSONNEL ADMINISTRATION	285.27
	MOBILE WIRELESS LLC		COMMUNITY	285.27
	MOBILE WIRELESS LLC		COMMUNITY	285.27
	MOBILE WIRELESS LLC		COMMUNITY	285.27
	MOBILE WIRELESS LLC		COMMUNITY	285.27
	MOBILE WIRELESS LLC		OFFICE OPERATIONS	285.27
	MOBILE WIRELESS LLC		SUNNYSIDE FILTRATION	285.27
	MOBILE WIRELESS LLC		POLICE ADMINISTRATION	285.28
	MOBILE WIRELESS LLC		POLICE ADMINISTRATION	285.28
	MOBILE WIRELESS LLC		UTIL ADMIN	285.28
159591	NAPA AUTO PARTS	SPARK PLUGS WC01	EQUIPMENT RENTAL	8.93
	NAPA AUTO PARTS	AIR FILTERS	WASTE WATER TREATMENT	20.55
	NAPA AUTO PARTS	LED LICENSE KIT #J006	EQUIPMENT RENTAL	21.06
	NAPA AUTO PARTS	OIL SEAL, LOCK KIT V012	EQUIPMENT RENTAL	26.38
	NAPA AUTO PARTS	SWITCH	EQUIPMENT RENTAL	29.75
	NAPA AUTO PARTS	THERMOSTAT, BELT	EQUIPMENT RENTAL	38.94
	NAPA AUTO PARTS	WIPERS, FLUID	ER&R	43.80
	NAPA AUTO PARTS	AIR FILTERS	SMALL ENGINE SHOP	47.57
	NAPA AUTO PARTS	PLUGS, FILTERS	SMALL ENGINE SHOP	51.83
	NAPA AUTO PARTS	FILTERS, OIL	SMALL ENGINE SHOP	57.40
	NAPA AUTO PARTS		SMALL ENGINE SHOP	64.15
	NAPA AUTO PARTS		SMALL ENGINE SHOP	64.15
	NAPA AUTO PARTS	AIR FILTERS	ER&R	66.57
	NAPA AUTO PARTS	SPARK PLUGS, FILTER, OIL	SMALL ENGINE SHOP	85.40
	NAPA AUTO PARTS	BLOWER MOTOR RESISTOR/FAN ASSY 237	EQUIPMENT RENTAL	102.46
	NAPA AUTO PARTS	CANISTER VENT VALVE P140	EQUIPMENT RENTAL	125.12
	NAPA AUTO PARTS	FILTERS, FREIGHT CHARGES	ER&R	158.71
	NAPA AUTO PARTS	FILTERS, SEPARATOR, BULBS, LIGHT ASSY	ER&R	161.49
	NAPA AUTO PARTS	BRAKE PADS, ROTORS, AXLE SEAL V019	EQUIPMENT RENTAL	179.97
	NAPA AUTO PARTS	FILTERS, BULBS	ER&R	181.13
	NAPA AUTO PARTS	DISC PAD, BRAKE ROTOR #V047	EQUIPMENT RENTAL	232.62
	NAPA AUTO PARTS	BRAKE PADS, ROTORS V024	EQUIPMENT RENTAL	314.75
	NAPA AUTO PARTS	LED LICENSE PLATE LIGHT, FILTERS	ER&R	672.68
	NAPA AUTO PARTS	FILTERS, BLADES, MIRROR	ER&R	882.35
	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,325.05
	NAPA AUTO PARTS		SOLID WASTE OPERATIONS	1,325.05
	NAPA AUTO PARTS		SOLID WASTE OPERATIONS	1,325.05
159592	NATIONAL BARRICADE	SIGNS	TRANSPORTATION	1,170.92
	NATIONAL BARRICADE	SPEED BUMP SIGN	TRANSPORTATION	1,598.32
159593	NELSON PETROLEUM	FUEL	CITY HALL	2,679.69
159594	NORTH COAST ELECTRIC	LED LIGHT	PUMPING PLANT	457.36
159595	NORTH SOUND HOSE	FLEX HOSE, STRAIGHT FITTING	SMALL ENGINE SHOP	118.94

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 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159595	NORTH SOUND HOSE	BRASS BALL VALVE, PIPE	EQUIPMENT RENTAL	1,205.38
159596	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICE	STORM DRAINAGE	990.00
	NORTHWEST HYDRAULIC		STORM DRAINAGE	7,708.75
159597	NORTHWESTERN AUTO	REPAIR DAMAGED DOOR/FENDER	EQUIPMENT RENTAL	1,645.16
	NORTHWESTERN AUTO	DAMAGE REPAIR TO FRONT END	EQUIPMENT RENTAL	3,343.14
159598	OREILLY AUTO PARTS	CREDIT ON INV#2843-433732	EQUIPMENT RENTAL	-425.78
	OREILLY AUTO PARTS	MICRO-V BELT	EQUIPMENT RENTAL	34.59
	OREILLY AUTO PARTS	HEADLIGHT	EQUIPMENT RENTAL	81.46
	OREILLY AUTO PARTS	SHIFT SOLED	EQUIPMENT RENTAL	135.55
	OREILLY AUTO PARTS	COP COIL	EQUIPMENT RENTAL	351.39
	OREILLY AUTO PARTS	IGNITION COIL, SPARK PLUGS, WIRES	EQUIPMENT RENTAL	576.96
159599	PACIFIC GOLF & TURF	BLADES	SMALL ENGINE SHOP	414.78
159600	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	23.70
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS	LEAF DUMP	PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	82.95
159601	PACWEST MACHINERY	GUTTER BROOM	EQUIPMENT RENTAL	174.75
159602	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	845.20
	PALAMERICAN SECURITY		MUNICIPAL COURTS	2,535.62
159603	PEACE OF MIND	CITY COUNCIL MINUTES	CITY CLERK	292.40
159604	PENWAY LTD	CITY LOGO INSTALL	CAPITAL EXPENDITURES	1,258.10
159605	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	48.85
	PETROCARD SYSTEMS		ENGR-GENL	55.58
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	57.72
	PETROCARD SYSTEMS		COMPUTER SERVICES	76.04
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	90.70
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	91.97
	PETROCARD SYSTEMS		COMPUTER SERVICES	95.38
	PETROCARD SYSTEMS		STORM DRAINAGE	107.72
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	110.89
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	142.18
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	146.81
	PETROCARD SYSTEMS		ENGR-GENL	155.53
	PETROCARD SYSTEMS		STORM DRAINAGE	160.24
	PETROCARD SYSTEMS		PURCHASING/CENTRAL	170.38
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	186.46
	PETROCARD SYSTEMS		COMMUNITY	186.61
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	187.91

**CITY OF MARYSVILLE
 INVOICE LIST**

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159605	PETROCARD SYSTEMS	FUEL CONSUMED	CUSTODIAL SERVICES	208.79
	PETROCARD SYSTEMS		ENGR-GENL	218.17
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	248.91
	PETROCARD SYSTEMS		COMMUNITY	273.29
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	297.00
	PETROCARD SYSTEMS		COMMUNITY	305.41
	PETROCARD SYSTEMS		PARK & RECREATION FAC	904.93
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,214.29
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,247.79
	PETROCARD SYSTEMS		GENERAL	2,745.55
	PETROCARD SYSTEMS		GENERAL	2,779.31
	PETROCARD SYSTEMS		GENERAL	4,672.12
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	8,243.71
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	8,782.33
	PETROCARD SYSTEMS		POLICE PATROL	10,078.20
	PETROCARD SYSTEMS		POLICE PATROL	10,516.89
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	10,997.99
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	11,745.24
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	11,813.31
	PETROCARD SYSTEMS		POLICE PATROL	12,006.70
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	13,987.74
159606	PETTY CASH- POLICE	SUPPLIES	POLICE INVESTIGATION	30.61
159607	PLATT ELECTRIC	REPAIRS MADE ON DUPLEX	FACILITY REPLACEMENT	1,427.31
159608	POSTAL SERVICE	POSTAGE ESTIMATE	COMPUTER SERVICES	2.24
	POSTAL SERVICE		COMMUNITY	2.83
	POSTAL SERVICE		EXECUTIVE ADMIN	32.55
	POSTAL SERVICE		POLICE ADMINISTRATION	54.56
	POSTAL SERVICE		PARK & RECREATION FAC	57.27
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	60.52
	POSTAL SERVICE		LEGAL-GENL	214.69
	POSTAL SERVICE		UTIL ADMIN	245.17
	POSTAL SERVICE		UTILITY BILLING	1,302.73
	POSTAL SERVICE		FINANCE-GENL	2,027.44
159609	PROFORCE LAW ENFORC	GUN MOUNTS	POLICE TRAINING-FIREARMS	1,395.40
159610	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	181.00
159611	PUD	ACCT #221303498	STREET LIGHTING	35.32
	PUD	ACCT #201142155	TRANSPORTATION	41.44
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	83.40
	PUD	ACCT #200812808	PUMPING PLANT	319.51
	PUD	ACCT #200164598	SOURCE OF SUPPLY	487.34
	PUD	ACCT #202461554	SEWER LIFT STATION	523.47
159612	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	89.87
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	156.85

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159612	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	160.60
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	266.14
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	388.35
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	793.26
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	825.38
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	1,112.86
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	2,182.71
159613	RECHKEMMER, MATHEW &	UB REFUND	WATER/SEWER OPERATION	389.10
159614	REECE TRUCKING	BRUSH DUMP	ROADSIDE VEGETATION	207.23
159615	RUNYAN, ANGELA & ADA	UB REFUND	WATER/SEWER OPERATION	19.66
159616	SAFE RESTRAINTS INC	WRAP CHAIR AND HELMET	GENERAL FUND	-381.93
	SAFE RESTRAINTS INC		DETENTION & CORRECTION	4,445.05
159617	SAFEWAY INC.	INMATE MEDICATION/REFRESHMENTS	DETENTION & CORRECTION	26.19
	SAFEWAY INC.		DETENTION & CORRECTION	218.38
159618	SALLANDER, ALEX D &	UB REFUND	WATER/SEWER OPERATION	30.13
159619	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	130.00
	SCHNEIDER, P DIANE		COURTS	130.00
	SCHNEIDER, P DIANE		COURTS	143.13
	SCHNEIDER, P DIANE		COURTS	143.13
159620	SISKUN POWER EQUIPME	BOLT WASHER	SMALL ENGINE SHOP	108.71
	SISKUN POWER EQUIPME	FILE BOX, CLEAN UP SUPPLIES	ROADSIDE VEGETATION	132.93
	SISKUN POWER EQUIPME	CHAIN SAW, WEDGE, GAS CAN	SOURCE OF SUPPLY	1,134.11
159621	SIX ROBBLEES INC	SAFETY PIN WITH CHAIN	WATER SERVICES	29.04
	SIX ROBBLEES INC	CONNECTOR PLUG, TRAILER PLUG BOOT	ER&R	122.62
	SIX ROBBLEES INC	COATS 4-WAY VALVE	EQUIPMENT RENTAL	328.66
159622	SOLID WASTE SYSTEMS	PROXIMITY SWITCH	ER&R	1,076.46
159623	SOUND SAFETY	UNIFORM - MARKHAM	PARK & RECREATION FAC	86.85
	SOUND SAFETY	UNIFORM - MORGAN	PARK & RECREATION FAC	86.85
	SOUND SAFETY	UNIFORM - MCCLEVE	CUSTODIAL SERVICES	179.13
	SOUND SAFETY	UNIFORM - GARVIN	EQUIPMENT RENTAL	200.00
159624	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	92.99
	SPRAGUE PEST SOLUTIO		SOLID WASTE OPERATIONS	92.99
	SPRAGUE PEST SOLUTIO		SOLID WASTE OPERATIONS	92.99
159625	STAPLES	CASE OF COPY PAPER	RECREATION SERVICES	48.67
	STAPLES	GIFT BAGS	OPERA HOUSE	76.56
	STAPLES	COMMAND HOOKS, GLUE STICKS	MUNICIPAL COURTS	85.14
159626	STERICYCLE, INC.	SHREDDING SERVICE	ENGR-GENL	4.83
	STERICYCLE, INC.		UTIL ADMIN	4.83
	STERICYCLE, INC.	RECORDS DESTRUCTION	PROBATION	16.79
	STERICYCLE, INC.		PROBATION	16.79
	STERICYCLE, INC.	SHREDDING SERVICE	CITY CLERK	36.75
	STERICYCLE, INC.	RECORDS DESTRUCTION	MUNICIPAL COURTS	50.38
	STERICYCLE, INC.		MUNICIPAL COURTS	50.38
159627	SUNBELT RENTALS	DIESEL	ROADWAY MAINTENANCE	57.44
159628	SUPERIOR RESTROOMS	RESTROOM CLEANING SERVICE	WATER RESERVOIRS	284.44

**CITY OF MARYSVILLE
 INVOICE LIST
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159629	SUPERIOR SOLE WELDIN	RAIL REPAIR	ROADSIDE VEGETATION	5,645.04
159630	SWANSON, SCOTT & ROB	REFUND PERMIT FEE OPERA HOUSE	GENERAL FUND	500.00
159631	SYSAID TECHNOLOGIES	ITSM SOFTWARE	COMPUTER SERVICES	50,816.00
159632	TERRA RESOURCE GROUP	STAFFING FEE	PERSONNEL ADMINISTRATION	560.96
159633	TIPPRO LLC	UB REFUND 5814 95TH ST NE	GARBAGE	31.80
159634	ULINE	ROCORD STORAGE RACK	CAPITAL EXPENDITURES	532.38
	ULINE	ULINE PALLET TRUCK	WATER DIST MAINS	559.73
159635	UNITED RENTALS	CONNEX BOX RENTAL	PARK & RECREATION FAC	121.72
159636	VAN DAM'S ABBEY	LAMINATE, INSTALL WAINSCOT	GMA-PARKS	708.91
	VAN DAM'S ABBEY	COMMUNITY CENTER REMODEL	GMA-PARKS	2,427.63
159637	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.34
	VERIZON	AMR LINES	METER READING	359.18
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	530.58
	VERIZON		POLICE PATROL	2,564.70
159638	VISION CHURCH	COMMERCE GRANT-COVID RELIEF	COMMUNITY	23,500.00
159639	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	125.37
	WATCH SYSTEMS	RSO SERVICE	POLICE INVESTIGATION	596.54
159640	WEBCHECK	WEBCHECK NOV 2022	UTILITY BILLING	1,038.21
159641	WEEKS, BRADLEY J	INSTRUCTOR PAYMENT	RECREATION SERVICES	64.80
159642	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	412.63
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	460.74
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	460.74
159643	WESTERN GRAPHICS	GRAPHICS REMOVAL	POLICE PATROL	6,525.56
159644	WESTERN SYSTEMS	CONFLICT MONITOR	TRANSPORTATION	2,327.64
159645	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	187.20
159646	WHITE CAP CONSTRUCT	CASES OF BOTTLE WATER	MAINT OF GENL PLANT	458.57
159647	WIDE FORMAT COMPANY	BASE CHARGE FOR OCT 2022	UTIL ADMIN	142.22
159648	WORK WORLD	UNIFORM - HAVELLANA	SOLID WASTE OPERATIONS	158.25
159649	WYNNE, THOMAS J	PROTEM SERVICE	MUNICIPAL COURTS	185.00
159650	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	61.74
159651	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	61.74
159652	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	63.22
159653	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	65.31
159654	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	71.22
159655	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	74.01
159656	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
159657	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	236.58
159658	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	47.03
	ZIPLY FIBER		POLICE PATROL	47.03
	ZIPLY FIBER		COMMUNICATION CENTER	47.03
	ZIPLY FIBER		UTILITY BILLING	47.03
	ZIPLY FIBER		GENERAL	47.03
	ZIPLY FIBER		GOLF ADMINISTRATION	47.03
	ZIPLY FIBER		COMMUNITY	94.07
	ZIPLY FIBER		DETENTION & CORRECTION	94.07

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 12/14/2022 TO 12/14/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159658	ZIPLY FIBER	FRONTIER POTS LINES	OFFICE OPERATIONS	94.07
	ZIPLY FIBER		GOLF ADMINISTRATION	94.07
	ZIPLY FIBER		CITY HALL	141.10
	ZIPLY FIBER		RECREATION SERVICES	188.13
	ZIPLY FIBER		WASTE WATER TREATMENT	235.16
	ZIPLY FIBER		UTIL ADMIN	235.16
WARRANT TOTAL:				<u>955,617.07</u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$955,617.07



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 21, 2022 Claims in the Amount of \$3,078,322.18
Paid by EFT Transactions and Check Numbers 159659
through 159809

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[122122.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/21/2022 TO 12/21/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159659	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	24,728.70
	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	40,528.42
	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	45,996.19
159660	LICENSING, DEPT OF	DRIVING ABSTRACT - TALBOT	PERSONNEL ADMINISTRATION	15.00
159661	LICENSING, DEPT OF	DRIVING ABSTRACT - VONGSA	PERSONNEL ADMINISTRATION	15.00
159662	LICENSING, DEPT OF	DRIVING ABSTRACT - TATUM	PERSONNEL ADMINISTRATION	15.00
159663	911 SUPPLY INC.	UNIFORM - MILLER, T	COMMUNITY SERVICES UNIT	9.36
	911 SUPPLY INC.	UNIFORM - WISEMAN	YOUTH SERVICES	49.21
	911 SUPPLY INC.	UNIFORM - MILLER, T	COMMUNITY SERVICES UNIT	51.75
	911 SUPPLY INC.	UNIFORM - TOLBERT	POLICE PATROL	98.44
	911 SUPPLY INC.	UNIFORM - WIERSMA	YOUTH SERVICES	98.44
	911 SUPPLY INC.	UNIFORM - GLENN	POLICE PATROL	107.19
	911 SUPPLY INC.	UNIFORM - THAMMARAT	DETENTION & CORRECTION	107.19
	911 SUPPLY INC.	UNIFORM - GLENN, J	POLICE PATROL	109.39
	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	109.39
	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	369.93
	911 SUPPLY INC.	UNIFORM - GAY	POLICE PATROL	462.64
	911 SUPPLY INC.	UNIFORM - THAMMARAT	POLICE PATROL	484.53
	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	491.27
	911 SUPPLY INC.	UNIFORM - GANN	POLICE PATROL	582.38
	911 SUPPLY INC.	UNIFORM - GIBBS	POLICE PATROL	956.49
	911 SUPPLY INC.	UNIFORM - KOWING	DETENTION & CORRECTION	1,189.49
159664	AHERN RENTALS, INC.	BOOM TELESCOPING	ROADSIDE VEGETATION	2,516.35
159665	ALEXANDER PRINTING	BUSINESS CARDS	TRANSPORTATION	48.86
	ALEXANDER PRINTING		PARK & RECREATION FAC	48.86
	ALEXANDER PRINTING		EQUIPMENT RENTAL	48.86
	ALEXANDER PRINTING		WATER FILTRATION PLANT	48.86
	ALEXANDER PRINTING		WASTE WATER TREATMENT	48.86
	ALEXANDER PRINTING		STORM DRAINAGE	48.86
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	187.34
	ALEXANDER PRINTING	BUSINESS CARDS	ENGR-GENL	732.98
	ALEXANDER PRINTING	2023 RECYCLING/YARD WASTE CALENDAR	SOLID WASTE OPERATIONS	5,489.35
159666	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	373.35
159667	AM TEST INC	2ND QTR TOC TEST	WASTE WATER TREATMENT	35.00
	AM TEST INC	QUARTERLY TOC	WASTE WATER TREATMENT	35.00
	AM TEST INC		WASTE WATER TREATMENT	35.00
	AM TEST INC	NPDES PP SCAN	WASTE WATER TREATMENT	950.00
159668	AMAZON CAPITAL	DOT STICKERS, BATTERIES	CITY CLERK	26.21
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	27.34
	AMAZON CAPITAL		POLICE INVESTIGATION	46.09
	AMAZON CAPITAL	MOUSE	POLICE ADMINISTRATION	57.97
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	58.82
	AMAZON CAPITAL	BANKER BOXES	CITY CLERK	71.10
	AMAZON CAPITAL	LOGITECH MK270	COMMUNITY	72.14
	AMAZON CAPITAL	ETHERNET CABLES	COMPUTER SERVICES	102.33
	AMAZON CAPITAL	END TABLES	MUNICIPAL COURTS	141.62
	AMAZON CAPITAL	CISCO SWITCHES	COMPUTER SERVICES	175.02
	AMAZON CAPITAL	DUFFLE BAGS	WATER DIST MAINS	196.44
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	257.70
	AMAZON CAPITAL	USB DRIVES & SANDISKS	COMPUTER SERVICES	588.89
	AMAZON CAPITAL	INTEL STICKS FOR TV	CAPITAL EXPENDITURES	704.48

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159669	AMERICAN SAFETY & HE	CPR DVD	EXECUTIVE ADMIN	152.86
159670	ANDERSON, NICOLE	REFUND - ADULT TAP	PARKS-RECREATION	14.00
159671	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	69.02
159672	ARCON GC LLC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
159673	ASM AFFILIATES, INC.	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	7,425.00
159674	ASTOUND BUSINESS	I-NET, FIBER MAINTENANCE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS	OPERA HOUSE FIBER IRU	CENTRAL SERVICES	111.40
	ASTOUND BUSINESS	I-NET, FIBER MAINTENANCE	CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	1,438.20
159675	BANK OF AMERICA	SUPPLIES/RECORDINGS	DEVELOPMENT SERVICES	207.50
	BANK OF AMERICA		COMMUNITY	582.29
159676	BANK OF AMERICA	OFFICE SUPPLIES	LEGAL-GENL	31.36
	BANK OF AMERICA		LEGAL - PROSECUTION	40.76
	BANK OF AMERICA		LEGAL-GENL	215.23
159677	BANK OF AMERICA	PROFESSIONAL SERVICE, SUPPLIES	RECREATION SERVICES	69.99
	BANK OF AMERICA		COMMUNITY CENTER	95.98
	BANK OF AMERICA		GMA-PARKS	275.00
159678	BANK OF AMERICA	TRAVEL/TRAINING	POLICE ADMINISTRATION	82.14
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	99.00
	BANK OF AMERICA		DETENTION & CORRECTION	164.56
	BANK OF AMERICA		POLICE PATROL	720.05
	BANK OF AMERICA		DETENTION & CORRECTION	838.65
159679	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	986.20
159680	BANK OF AMERICA	POSTAGE	COMMUNITY	14.84
	BANK OF AMERICA		COMMUNITY	359.69
159681	BANK OF AMERICA	SUPPLIES/TRAINING	PROBATION	23.70
	BANK OF AMERICA		MUNICIPAL COURTS	525.84
159682	BANK OF AMERICA	TRAVEL	POLICE ADMINISTRATION	1,040.25
159683	BANK OF AMERICA	COFFEE/FINANCE CHARGE	POLICE PATROL	25.11
159684	BANK OF AMERICA	PROFESSIONAL SERVICE/SUPPLIES	PERSONNEL ADMINISTRATION	6.88
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	45.99
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	160.58
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	820.50
159685	BHC CONSULTANTS	LONG TERM PLAN SUPPORT	WASTE WATER TREATMENT	1,357.50
	BHC CONSULTANTS	NUTRIENT OPTIMIZATION	WASTE WATER TREATMENT	2,958.75
	BHC CONSULTANTS	LONG TERM PLAN SUPPORT	WASTE WATER TREATMENT	4,761.37
159686	BICKFORD FORD	SPARK PLUGS, COIL ASSEMBLY, GASKET	EQUIPMENT RENTAL	316.10
159687	BILLING DOCUMENT SPE	TRANSACTION FEES - NOV 2022	UTILITY BILLING	2,272.93
	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	3,906.01
	BILLING DOCUMENT SPE		UTILITY BILLING	6,518.45
159688	BLUE FLAME HEATING	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
	BLUE FLAME HEATING	REFUND MECHANICAL PERMIT	NON-BUS LICENSES AND	50.00
159689	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	126.00
159690	CARLSON, MEGAN	REFUND BALLETTAP	PARKS-RECREATION	12.00
159691	CIMCO-GC SYSTEMS	CRL STEM, DISC RETAINER ASSY	SOURCE OF SUPPLY	248.31
	CIMCO-GC SYSTEMS	PRESSURE REDUCING VALVE	SOURCE OF SUPPLY	1,129.75
159692	DAILY JOURNAL OF COM	LEGAL AD	COMMUNITY	211.60
159693	DAMBACHER, KARLA	REFUND TAP	PARKS-RECREATION	14.00
159694	DELL	MONITORS	IS REPLACEMENT ACCOUNTS	1,919.94
	DELL	EOC EQUIPMENT	EXECUTIVE ADMIN	5,946.86
159695	DMH INDUSTRIAL	US MOTORS, SHIPPING	WASTE WATER TREATMENT	3,380.52

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159696	DOBBS PETERBILT	CORE CHARGE	EQUIPMENT RENTAL	-232.25
	DOBBS PETERBILT	HEATER FAN/TEMP KNOBS	ER&R	35.99
	DOBBS PETERBILT	TURN SIGNAL SWITCH AND HANDLE	EQUIPMENT RENTAL	405.72
	DOBBS PETERBILT	SENSOR NITROGEN OXIDE OUTLET	EQUIPMENT RENTAL	833.69
159697	E&E LUMBER	PLUMBING PARTS AND RETURN	WATER DIST MAINS	-15.35
	E&E LUMBER		WATER/SEWER OPERATION	-1.45
	E&E LUMBER	PLUMBING PARTS	WATER DIST MAINS	84.35
	E&E LUMBER	PLUMBING PARTS AND RETURN	WATER DIST MAINS	91.73
159698	EAST JORDAN IRON WOR	VALVE RISERS, WATER LIDS	WATER SERVICES	690.64
	EAST JORDAN IRON WOR	VALVE BOX SLIP, DROP LID	WATER DIST MAINS	1,016.47
159699	FASTER ASSET SOLUTIO	FASTER FLEET MANAGEMENT RENEWAL	EQUIPMENT RENTAL	10,666.52
159700	FISHERIES SUPPLY	CHART LAMP BLACK	ER&R	117.08
159701	GEOTEST SERVICES INC	PAVEMENT PRESERVATION	GENL GVRNMNT SERVICES	6,756.88
159702	GIESBRECHT, BRADFORD	INSTRUCTOR PAYMENT	RECREATION SERVICES	225.00
159703	GOVCONNECTION INC	SNAPSCAN SCANNERS	OFFICE OPERATIONS	1,028.36
	GOVCONNECTION INC	LOGITECH	EXECUTIVE ADMIN	2,121.24
	GOVCONNECTION INC	POWER SUPPLIES	CAPITAL EXPENDITURES	6,202.06
159704	GRAY AND OSBORNE	PROFESSIONAL SERVICE	STORM DRAINAGE	2,349.49
	GRAY AND OSBORNE		SURFACE WATER CAPITAL	4,360.16
159705	GREENSHIELDS INDS	BOLTS, SCREW PINS, ANCHOR SCREWS	WATER RESERVOIRS	417.60
159706	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
159707	GRITTON, DENISE	REFUND TAP	PARKS-RECREATION	14.00
159708	GROVE CHURCH	REFUND DEPOSIT	GENERAL FUND	250.00
159709	HACH COMPANY	PORTABLE TURNBIDIMETER	SUNNYSIDE FILTRATION	629.60
159710	HARBOR FREIGHT TOOLS	VARIOUS HAND TOOLS	WATER DIST MAINS	360.61
159711	HARER, MARY MAUREIN	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	650.00
159712	HART, KYM	REFUND TAP	PARKS-RECREATION	14.00
159713	HD FOWLER COMPANY	BENTONITE, HOSE CLAMPS	SOURCE OF SUPPLY	325.56
159714	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	302.40
159715	HERITAGE BANK	SRV CONSTRUCTION RETAINAGE	UTILITY CONSTRUCTION	21,053.79
159716	HERITAGE BANK		UTILITY CONSTRUCTION	21,245.19
159717	HOME DEPOT USA	ADHESIVE	STORM DRAINAGE	26.97
	HOME DEPOT USA		STORM DRAINAGE	33.71
	HOME DEPOT USA	IMPACT SOCKET SET	STORM DRAINAGE	181.89
159718	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	99.00
159719	IH5 PROPERTY WA	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	850.00
159720	IN-HOUSE ELECTRICAL	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	75.00
159721	INTERSTATE BATTERY	BATTERY	EQUIPMENT RENTAL	531.25
159722	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	21.06
	J2 CLOUD SERVICES		LEGAL-GENL	21.06
	J2 CLOUD SERVICES		COMPUTER SERVICES	42.04

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159722	J2 CLOUD SERVICES	FAX	WATER DIST MAINS	42.12
	J2 CLOUD SERVICES		UTILITY BILLING	42.12
	J2 CLOUD SERVICES		CITY CLERK	42.12
	J2 CLOUD SERVICES		COMMUNITY	42.12
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	42.12
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	42.12
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	42.12
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	42.12
	J2 CLOUD SERVICES		RECREATION SERVICES	42.12
	J2 CLOUD SERVICES		POLICE INVESTIGATION	42.12
	J2 CLOUD SERVICES		MUNICIPAL COURTS	42.12
	J2 CLOUD SERVICES		DETENTION & CORRECTION	42.12
	J2 CLOUD SERVICES		PROBATION	42.12
	J2 CLOUD SERVICES		FINANCE-GENL	42.12
	J2 CLOUD SERVICES		UTIL ADMIN	42.12
	J2 CLOUD SERVICES		ENGR-GENL	42.12
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	42.12
	J2 CLOUD SERVICES		OFFICE OPERATIONS	84.23
	J2 CLOUD SERVICES		MUNICIPAL COURTS	126.35
159723	JAMES, MARK	NATIONAL LEAGUE OF CITIES SUMMIT	CITY COUNCIL	326.40
	JAMES, MARK	NLC SUMMIT	CITY COUNCIL	2,564.76
159724	JENNINGS, STEVEN	APPLIED IN ERROR/WRONG PERMITS	NON-BUS LICENSES AND	110.00
	JENNINGS, STEVEN	REFUND PLUMBING PERMIT FEE	NON-BUS LICENSES AND	110.00
159725	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	21.46
159726	KING, THOMAS	NLC CITY SUMMIT	CITY COUNCIL	262.40
	KING, THOMAS	NATIONAL LEAGUE CITIES CONFERENCE	CITY COUNCIL	289.25
159727	LAKUS, TEDDY	REFUND TAP	PARKS-RECREATION	14.00
159728	LAW OFFICE OF MATTHE	CLAIM FOR DAMAGES 22-0007	RISK MANAGEMENT	39,000.00
159729	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE	GMA-PARKS	18,442.40
	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE	GMA-PARKS	20,956.01
159730	MAJOR, ELIZABETH	REFUND BALLET	PARKS-RECREATION	12.00
159731	MARYSVILLE, CITY OF	UTILITY SERVICE	SEWER LIFT STATION	62.57
	MARYSVILLE, CITY OF		AFFORDABLE HOUSING	115.23
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	118.30
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	140.53
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	142.30
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	294.81
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	298.86
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	349.82
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	353.19
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,847.68
159732	MC CLURE & SONS INC	PAY ESTIMATE 7	SURFACE WATER CAPITAL	782,235.76
159733	MCFADDEN, MICHAEL	REFUND BASKETBALL	PARKS-RECREATION	85.00
159734	MCLOUGHLIN & EARDLEY	DELL LAPTOP ADAPTER V063	EQUIPMENT RENTAL	133.73
159735	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	408.00
159736	MOON CONSTRUCTION	PAY ESTIMATE 7	GMA-PARKS	306,582.67
159737	MULLER, STEVE	NLC CITIES CONFERENCE	CITY COUNCIL	640.58
159738	NAPA AUTO PARTS	FLEET INVENTORY ITEMS	ER&R	510.90
159739	NORSTAR INDUSTRIES	KUPER PLOW BLADES	ER&R	13,881.41
159740	NORTH CENTRAL LABORA	PETRI DISHES	WATER/SEWER OPERATION	-9.13
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	106.27

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159741	NORTHWEST CRANE	ANNUAL CRANE INSPECTION	EQUIPMENT RENTAL	700.00
159742	ODP BUSINESS SOLUTIO	RISER	POLICE INVESTIGATION	240.67
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	628.77
159743	ORTIZ, MAYRA	REFUND BALLET	PARKS-RECREATION	12.00
159744	OUTBACK STEAKHOUSE	CATERING - EMPLOYEE HOLIDAY LUNCH	MEDICAL CLAIMS	4,400.96
159745	PACIFIC PARTY CANOPI	TENT/STAGE RENTAL - MERRYSVILLE	COMMUNITY EVENTS	4,111.57
159746	PACIFIC POWER BATTER	BATTERY REPLACEMENT	IS REPLACEMENT ACCOUNTS	259.32
159747	PACIFIC TOPSOILS	CHIP DUMP	ROADSIDE VEGETATION	82.95
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	82.95
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	82.95
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	94.80
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	94.80
	PACIFIC TOPSOILS	BRUSH DUMP	ROADSIDE VEGETATION	118.50
	PACIFIC TOPSOILS	CHIP DUMP	ROADSIDE VEGETATION	142.20
	PACIFIC TOPSOILS	BRUSH DUMP	ROADSIDE VEGETATION	165.90
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	189.60
	PACIFIC TOPSOILS	CHIP DUMP	ROADSIDE VEGETATION	189.60
	PACIFIC TOPSOILS	BRUSH DUMP	ROADSIDE VEGETATION	213.30
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	237.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	237.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	237.00
	PACIFIC TOPSOILS	CHIP DUMP	ROADSIDE VEGETATION	237.00
	PACIFIC TOPSOILS	WOOD CHIP DUMP	ROADSIDE VEGETATION	237.00
	PACIFIC TOPSOILS	CHIP DUMP	ROADSIDE VEGETATION	474.00
159748	PARAMETRIX	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	12,758.92
	PARAMETRIX	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	18,072.78
159749	PARTNER CONST PROD	CRAFCO MELTER RENT	ROADWAY MAINTENANCE	6,126.40
	PARTNER CONST PROD	CRAFCO ROAD SAVER LOW TACK	ROADWAY MAINTENANCE	9,359.17
159750	PAVISH, JESSICA E E	FINAL INSTALLMENT - CLOSING FUNDS	NON-DEPARTMENTAL	250,000.00
159751	PAVISH, KIMBERLY A	FINAL INSTALLMENT CLOSING FUND	NON-DEPARTMENTAL	250,000.00
159752	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	122.40
159753	PETROCARD SYSTEMS	FUEL CONSUMED	FACILITY MAINTENANCE	18.48
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	33.10
	PETROCARD SYSTEMS		ENGR-GENL	43.41
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	156.78
	PETROCARD SYSTEMS		COMMUNITY	161.42
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	183.00
	PETROCARD SYSTEMS		PARK & RECREATION FAC	767.97
	PETROCARD SYSTEMS		GENERAL	2,603.98
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,273.71
	PETROCARD SYSTEMS		POLICE PATROL	8,358.90
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,858.13
159754	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	PRO-SHOP	-198.37
	PGC INTERBAY LLC		PRO-SHOP	4.10
	PGC INTERBAY LLC		PRO-SHOP	50.00
	PGC INTERBAY LLC		PRO-SHOP	50.58
	PGC INTERBAY LLC		MAINTENANCE	67.59
	PGC INTERBAY LLC		PRO-SHOP	137.14
	PGC INTERBAY LLC		MAINTENANCE	173.95
	PGC INTERBAY LLC		GOLF COURSE	343.17
	PGC INTERBAY LLC		PRO-SHOP	458.56

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159754	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	PRO-SHOP	608.82
	PGC INTERBAY LLC		GOLF ADMINISTRATION	883.47
	PGC INTERBAY LLC		PRO-SHOP	1,167.74
	PGC INTERBAY LLC		MAINTENANCE	1,387.58
	PGC INTERBAY LLC		PRO-SHOP	1,977.52
	PGC INTERBAY LLC		MAINTENANCE	2,189.58
	PGC INTERBAY LLC		MAINTENANCE	4,299.14
	PGC INTERBAY LLC	GOLF COURSE/PROSHOP MAINTENANCE	PRO-SHOP	7,291.32
	PGC INTERBAY LLC		MAINTENANCE	12,066.75
159755	PLATT ELECTRIC	CREDIT FOR INV 1H65222	STREET LIGHTING	-322.40
	PLATT ELECTRIC	PHI CW/HO-O ALTO 15PK	SOLID WASTE OPERATIONS	33.55
	PLATT ELECTRIC	BREAKER PART SURGE SUPPRESSOR	SOURCE OF SUPPLY	43.53
	PLATT ELECTRIC		SOURCE OF SUPPLY	452.70
159756	PROFESSIONAL DEVEL	ICMA HIGH PERFORMANCE TUITION	EXECUTIVE ADMIN	1,995.00
159757	PROTOCOL PLUMBING	EMISSION FLDG	FACILITY REPLACEMENT	1,755.96
159758	PUD	ACCT #201142098	PARK & RECREATION FAC	9.52
	PUD	ACCT #202461026	MAINT OF GENL PLANT	24.26
	PUD	ACCT #201346665	SEWER LIFT STATION	24.99
	PUD	ACCT #205195373	PARK & RECREATION FAC	24.99
	PUD	ACCT #205481823	GOLF ADMINISTRATION	24.99
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	25.73
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	25.73
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	25.73
	PUD	ACCT #200973956	SEWER LIFT STATION	30.24
	PUD	ACCT #200501617	TRANSPORTATION	33.12
	PUD	ACCT #202294245	SEWER LIFT STATION	53.06
	PUD	ACCT #200660439	STREET LIGHTING	54.65
	PUD	ACCT #202011813	PUMPING PLANT	55.07
	PUD	ACCT #200448801	TRANSPORTATION	58.00
	PUD	ACCT #203500020	STREET LIGHTING	59.60
	PUD	ACCT #204829691	STREET LIGHTING	61.80
	PUD	ACCT #202524690	PUMPING PLANT	73.56
	PUD	ACCT #202303301	SEWER LIFT STATION	78.74
	PUD	ACCT #221115934	MAINT OF GENL PLANT	81.98
	PUD	ACCT #222664310	TRANSPORTATION	88.58
	PUD	ACCT #203996343	STREET LIGHTING	90.54
	PUD	ACCT # 222772634	TRANSPORTATION	96.06
	PUD	ACCT #222664740	TRANSPORTATION	98.60
	PUD	ACCT #220681340	STORM DRAINAGE	104.09
	PUD	ACCT #221610405	STREET LIGHTING	112.05
	PUD	ACCT #201909637	SEWER LIFT STATION	125.87
	PUD	ACCT #222663973	TRANSPORTATION	149.16
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	155.22
	PUD	ACCT #203291216	GENERAL	155.42
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	178.09
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	182.76
	PUD	ACCT #201628880	WASTE WATER TREATMENT	228.38
	PUD	ACCT #222025900	PUMPING PLANT	239.01
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	281.26
	PUD	ACCT #220020531	STREET LIGHTING	318.31
	PUD	ACCT #223013277	AFFORDABLE HOUSING	352.92

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159758	PUD	ACCT #201675634	WASTE WATER TREATMENT	499.70
	PUD	ACCT #220824148	WASTE WATER TREATMENT	573.15
	PUD	ACCT #201587284	WASTE WATER TREATMENT	902.36
	PUD	ACCT #201617479	CITY HALL	964.79
	PUD	ACCT #202177333	MAINT OF GENL PLANT	1,034.07
	PUD	ACCT #200021871	COURT FACILITIES	1,070.16
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,405.40
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,791.92
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,303.13
	PUD	ACCT #202075008	WASTE WATER TREATMENT	12,840.93
	PUD	ACCT #201420635	WASTE WATER TREATMENT	14,889.15
	PUD	ACCT #201721180	WASTE WATER TREATMENT	22,035.66
159759	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	756.37
159760	QUALITY CONTROLS COR	HEADWORKS PROGRAMMING	WASTE WATER TREATMENT	459.00
159761	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	903.36
	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER FILTRATION PLANT	1,967.80
	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER FILTRATION PLANT	2,265.25
	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER FILTRATION PLANT	4,647.25
159762	SAFEWAY INC.	BAKED GOODS	RECREATION SERVICES	24.05
159763	SAFEWAY INC.	SPANGLER	COMMUNITY EVENTS	28.00
159764	SAFEWAY INC.	HOT COCOA	COMMUNITY EVENTS	48.96
159765	SAFEWAY INC.	POINSETTIA	RECREATION SERVICES	33.87
159766	SAFEWAY INC.	COOKIES	COMMUNITY EVENTS	86.37
159767	SAFEWAY INC.	CRACKERS	RECREATION SERVICES	97.77
159768	SAFEWAY INC.	COOKIES	OPERA HOUSE	5.49
159769	SAFEWAY INC.	BATTERIES	COMMUNITY EVENTS	44.29
159770	SAFEWAY INC.		COMMUNITY EVENTS	37.17
159771	SELBY, BECKY	REFUND - DANCE MOMMY AND ME	PARKS-RECREATION	8.00
159772	SMARSH INC	TEXT MESSAGE ARCHIVING	MUNICIPAL COURTS	7.25
	SMARSH INC		CITY CLERK	7.25
	SMARSH INC		COMMUNITY	7.25
	SMARSH INC		CRIME PREVENTION	7.25
	SMARSH INC		COMMUNITY SERVICES UNIT	7.25
	SMARSH INC		PROPERTY TASK FORCE	7.25
	SMARSH INC		RECREATION SERVICES	7.25
	SMARSH INC		PARK & RECREATION FAC	7.25
	SMARSH INC		LEGAL-GENL	7.25
	SMARSH INC		GENERAL	7.25
	SMARSH INC		EQUIPMENT RENTAL	7.25
	SMARSH INC		FACILITY MAINTENANCE	7.25
	SMARSH INC		YOUTH SERVICES	14.50
	SMARSH INC		WATER QUAL TREATMENT	14.50
	SMARSH INC		FINANCE-GENL	21.75
	SMARSH INC		PERSONNEL ADMINISTRATION	21.75
	SMARSH INC		SOLID WASTE CUSTOMER	21.75
	SMARSH INC		CUSTODIAL SERVICES	29.00
	SMARSH INC		GIS SERVICES IS	29.00
	SMARSH INC		COMMUNITY	36.25
	SMARSH INC		GENERAL	36.25
	SMARSH INC		LEGAL - PROSECUTION	43.50
	SMARSH INC		OFFICE OPERATIONS	43.50

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159772	SMARSH INC	TEXT MESSAGE ARCHIVING	COMMUNITY SERVICES UNIT	43.50
	SMARSH INC		COMPUTER SERVICES	45.76
	SMARSH INC		STORM DRAINAGE	50.75
	SMARSH INC		EXECUTIVE ADMIN	65.25
	SMARSH INC		POLICE INVESTIGATION	65.25
	SMARSH INC		DETENTION & CORRECTION	65.25
	SMARSH INC		WASTE WATER TREATMENT	79.75
	SMARSH INC		UTIL ADMIN	87.00
	SMARSH INC		POLICE ADMINISTRATION	123.25
	SMARSH INC		ENGR-GENL	137.75
	SMARSH INC		POLICE PATROL	449.50
159773	SNO CO TREASURER	REETA	GMA - STREET	20.00
159774	SNOHOMISH CO 911	TYLER TECH CORRECTIONS	DETENTION & CORRECTION	4,338.09
159775	SOLID WASTE SYSTEMS	J025 HYDRAULIC VALVE ASSEMBLY	EQUIPMENT RENTAL	344.09
159776	SONSRAY MACHINERY	DIAGNOSE AND REPAIR ENGINE	EQUIPMENT RENTAL	1,430.67
159777	SOUND PUBLISHING	ORDINANCE 3239	CITY CLERK	39.68
159778	SOUND PUBLISHING	8088105	COMMUNITY	573.60
159779	SOUND PUBLISHING	ORDINANCE 3245	CITY CLERK	37.96
159780	SOUND PUBLISHING	ORDINANCE 3244	CITY CLERK	46.56
159781	SOUND PUBLISHING	ORDINANCE 3243	CITY CLERK	62.04
159782	SOUND PUBLISHING	ORDINANCE 3242	CITY CLERK	62.04
159783	SOUND PUBLISHING	ORDINANCE 3241	CITY CLERK	46.56
159784	SOUND PUBLISHING	ORDINANCE 3240	CITY CLERK	39.68
159785	SOUND SAFETY	RUBBER BOOTS-SAFETY TOE	UTIL ADMIN	182.97
159786	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #3	UTILITY CONSTRUCTION	-21,245.19
	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #2	UTILITY CONSTRUCTION	-21,053.79
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	175,997.80
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	260,200.32
	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #3	SURFACE WATER CAPITAL	426,817.67
159787	STAPLES	PRINTING FLYERS	RECREATION SERVICES	382.90
159788	STATE PATROL	FINGERPRINT ID SERVICES	INTERGOVERNMENTAL	318.00
159789	STEVENS, MICHAEL A.	NLC CONFERENCE	CITY COUNCIL	287.50
159790	SUEZ TREATMENT	BALLAST, LCA	WASTE WATER TREATMENT	5,386.32
159791	SULLIVAN LAW GROUP	CLAIM FOR DAMAGES 21-0003	RISK MANAGEMENT	16,000.00
159792	TAYLOR, CHRISTINE	REFUND - TAP FOR ADULTS	PARKS-RECREATION	14.00
159793	THOMPSON, KIM	REFUND - BALLET & TAP	PARKS-RECREATION	12.00
	THOMPSON, KIM		PARKS-RECREATION	12.00
159794	TRANSPORTATION, DEPT	TRAVEL FOR K9	POLICE PATROL	2.75
	TRANSPORTATION, DEPT	TRAVEL FOR PATROL	POLICE PATROL	2.75
	TRANSPORTATION, DEPT	TRAVEL FOR COMMAND	POLICE ADMINISTRATION	8.20
	TRANSPORTATION, DEPT	TRAVEL FOR INVESTIGATIONS	POLICE INVESTIGATION	11.25
	TRANSPORTATION, DEPT		POLICE INVESTIGATION	14.75
	TRANSPORTATION, DEPT		POLICE INVESTIGATION	17.50
	TRANSPORTATION, DEPT		POLICE INVESTIGATION	41.50
159795	ULINE	COMMUNITY CENTER REMODEL	GMA-PARKS	500.58
	ULINE	COMMUNITY CENTER REMODEL	GMA-PARKS	687.93
	ULINE	COMMUNITY CENTER REMODEL	GMA-PARKS	1,434.93
159796	UNITED PARCEL SERVIC	LATE FEE	POLICE PATROL	2.10
159797	VANHOLLEBEKE, TENILLE	INSTRUCTOR PAYMENT	RECREATION SERVICES	144.00
159798	VECA ELECTRIC & TECH	WIRELESS CONNECTIVITY/CABLE RUN	CAPITAL EXPENDITURES	11,480.44
159799	WATCH SYSTEMS	RSO MAILINGS	POLICE INVESTIGATION	61.71

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/21/2022 TO 12/21/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159800	WEEKS, BRADLEY J	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
159801	WESTERN DISPLAY	FIREWORKS DISPLAY 1ST INSTALLMENT	COMMUNITY EVENTS	12,500.00
159802	WHITE CAP CONSTRUCT	ADHESIVE BACKED BLACK FOAM	SOURCE OF SUPPLY	321.43
159803	WILDER CUSTOM CONS	RETAINAGE FEE - FINAL PAYMENT	GMA-PARKS	2,932.92
159804	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	29,920.25
159805	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	207.33
159806	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	25.90
	ZIPLY FIBER		MUNICIPAL COURTS	110.41
159807	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	36.38
	ZIPLY FIBER		POLICE INVESTIGATION	36.39
159808	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	111.47
	ZIPLY FIBER		SUNNYSIDE FILTRATION	125.71
159809	ZIPLY FIBER	LOCAL & LD	CRIME PREVENTION	8.87
	ZIPLY FIBER		PROPERTY TASK FORCE	8.87
	ZIPLY FIBER		WATER QUAL TREATMENT	8.87
	ZIPLY FIBER		PURCHASING/CENTRAL	8.87
	ZIPLY FIBER		FACILITY MAINTENANCE	8.87
	ZIPLY FIBER		CITY CLERK	17.75
	ZIPLY FIBER		YOUTH SERVICES	17.75
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.75
	ZIPLY FIBER		LEGAL-GENL	26.62
	ZIPLY FIBER		STORM DRAINAGE	26.62
	ZIPLY FIBER		GIS SERVICES IS	26.62
	ZIPLY FIBER		PARK & RECREATION FAC	35.50
	ZIPLY FIBER		GENERAL	35.50
	ZIPLY FIBER		LEGAL - PROSECUTION	44.37
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	44.37
	ZIPLY FIBER		RECREATION SERVICES	53.25
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	53.25
	ZIPLY FIBER		EQUIPMENT RENTAL	62.12
	ZIPLY FIBER		FINANCE-GENL	79.87
	ZIPLY FIBER		POLICE INVESTIGATION	79.87
	ZIPLY FIBER		UTILITY BILLING	79.87
	ZIPLY FIBER		COMPUTER SERVICES	88.78
	ZIPLY FIBER		WASTE WATER TREATMENT	97.62
	ZIPLY FIBER		EXECUTIVE ADMIN	106.50
	ZIPLY FIBER		POLICE ADMINISTRATION	106.50
	ZIPLY FIBER		OFFICE OPERATIONS	106.50
	ZIPLY FIBER		MUNICIPAL COURTS	115.37
	ZIPLY FIBER		UTIL ADMIN	115.37
	ZIPLY FIBER		COMMUNITY	168.62
	ZIPLY FIBER		ENGR-GENL	186.37
	ZIPLY FIBER		DETENTION & CORRECTION	212.99
	ZIPLY FIBER		POLICE PATROL	470.36

DATE: 12/29/2022
TIME: 1:39:43PM

CITY OF MARYSVILLE
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PAGE: 10

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>3,078,322.18</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$3,078,322.18



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: December 23, 2022 Payroll in the Amount of \$2,166,501.20
Paid by EFT Transactions and Check Numbers 34241 through 34248

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 28, 2022 Claims in the Amount of \$810,630.82 Paid by EFT Transactions and Check Numbers 159810 through 159936

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[122822.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/28/2022 TO 12/28/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159810	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	55,043.13
159811	ALBANESE, JACQUELINE	TRAINING - WOMEN IN COMMAND	POLICE INVESTIGATION	172.50
159812	ALEXANDER PRINTING	BUSINESS CARDS	COMMUNITY CENTER	478.90
159813	ALPINE PRODUCTS INC	BIKE LANE STRAIGHT ARROW	TRANSPORTATION	1,038.55
	ALPINE PRODUCTS INC		TRAFFIC CONTROL DEVICES	1,038.56
159814	ALS TRUCK PARTS	FRONT CONSOLE	EQUIPMENT RENTAL	300.85
159815	AMAZON CAPITAL	PENS	FINANCE-GENL	15.31
	AMAZON CAPITAL	JAIL SUPPLIES	DETENTION & CORRECTION	21.65
	AMAZON CAPITAL	THUMB DRIVES	COMPUTER SERVICES	22.74
	AMAZON CAPITAL	WIRELESS CHARGING STATION	COMMUNITY	31.72
	AMAZON CAPITAL	SD CARD READER	COMPUTER SERVICES	35.20
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	43.53
	AMAZON CAPITAL	CALENDARS, FILE JACKETS, FOLDERS	FINANCE-GENL	45.11
	AMAZON CAPITAL	SUPPLIES	CAPITAL EXPENDITURES	46.70
	AMAZON CAPITAL	SUPPLIES FOR MCC KITCHEN	CAPITAL EXPENDITURES	48.06
	AMAZON CAPITAL	FLAGPOLE	EXECUTIVE ADMIN	49.18
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	71.06
	AMAZON CAPITAL	SILVERWARE	CAPITAL EXPENDITURES	87.50
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	99.88
	AMAZON CAPITAL	DRY ERASE BOARD	PERSONNEL ADMINISTRATION	142.17
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	180.73
	AMAZON CAPITAL	EMERGENCY BACKPACK SUPPLIES	EXECUTIVE ADMIN	606.31
159816	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	8.64
	AMERICAN CLEANERS		DETENTION & CORRECTION	29.43
	AMERICAN CLEANERS		POLICE ADMINISTRATION	70.40
	AMERICAN CLEANERS		POLICE PATROL	99.92
	AMERICAN CLEANERS		POLICE PATROL	126.80
159817	ANDERSON, NICOLE	REFUND TAP	PARKS-RECREATION	14.00
159818	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	173.40
	ARAMARK UNIFORM		OPERA HOUSE	466.82
159819	ARIES BLDG SYSTEMS	PORTABLE BUILDING RENTAL	STORM DRAINAGE	683.75
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	683.75
	ARIES BLDG SYSTEMS	REMOVAL OF PORTABLE RENTAL	SEWER MAIN COLLECTION	9,402.93
	ARIES BLDG SYSTEMS		STORM DRAINAGE	9,402.93
159820	ASSOC OF SHERIFFS	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	1,800.00
159821	AXON ENTERPRISE INC	LIGHT BOARD HARDWARE	POLICE INVESTIGATION	2,735.00
	AXON ENTERPRISE INC	RENEWAL FOR SERVICES	POLICE INVESTIGATION	3,276.57
159822	BANK OF AMERICA	LATE FEES	POLICE INVESTIGATION	40.39
159823	BANK OF AMERICA		POLICE ADMINISTRATION	30.33
159824	BANK OF AMERICA		POLICE TRAINING-FIREARMS	36.04
159825	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	571.44
159826	BANK OF AMERICA	LATE FEES	POLICE ADMINISTRATION	56.17
159827	BANK OF AMERICA	PLAQUE/FEES	EXECUTIVE ADMIN	32.02
	BANK OF AMERICA		CAPITAL EXPENDITURES	74.37
159828	BARNES, ALISON	REFUND BALLETT	PARKS-RECREATION	12.00
	BARNES, ALISON	REFUND BALLETT/TAP	PARKS-RECREATION	12.00
159829	BARSTAD, DANA	CHRISTMAS PERFORMERS	OPERA HOUSE	11.99
	BARSTAD, DANA		OPERA HOUSE	44.76
159830	BDZ CONSTRUCTION	HYDRANT METER DEPOSIT/USAGE	WATER-UTILITIES/ENVIRONMN	-36.00
	BDZ CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
159831	BENDER, JULIA	REFUND BALLETT/TAP	PARKS-RECREATION	12.00

**CITY OF MARYSVILLE
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159832	BICKFORD FORD	RETURN DEPOSIT	EQUIPMENT RENTAL	-109.40
	BICKFORD FORD	GASKET #J055	EQUIPMENT RENTAL	4.00
	BICKFORD FORD	UPPER RADIATOR HOSE P180	EQUIPMENT RENTAL	74.94
	BICKFORD FORD	REAR WHEEL SEAL, CALIPERS #J055	EQUIPMENT RENTAL	474.47
159833	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	2,185.35
159834	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	1,423.99
159835	BOGGS, DARBI	TRAINING WOMEN IN COMMAND	POLICE INVESTIGATION	172.50
159836	BOTESCH, NASH & HALL	PROJECT 18-1051 MCC	CAPITAL EXPENDITURES	15,139.19
	BOTESCH, NASH & HALL	PAYMENT APP #18	CAPITAL EXPENDITURES	72,870.94
159837	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	342.00
159838	CARLSON, MEGAN	REFUND BALLET/TAP	PARKS-RECREATION	12.00
159839	CIMCO-GC SYSTEMS	SOLENOIDS	WATER RESERVOIRS	379.67
159840	CNR INC	MITEL IP PHONE	LEGAL - PROSECUTION	576.32
	CNR INC	MITEL IP PHONES	GMA-PARKS	1,369.25
	CNR INC	MITEL IP PHONE	IS REPLACEMENT ACCOUNTS	2,053.87
	CNR INC	MITEL IP PHONES	COMMUNITY	3,423.13
159841	COASTAL COMM BANK	RETAINAGE WILDER CONSTRUCTION	GMA-PARKS	423.42
159842	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	450.76
159843	COOLEY, KRISTA	REFUND CREATIVE DANCE	PARKS-RECREATION	8.00
	COOLEY, KRISTA	REFUND BALLET/TAP	PARKS-RECREATION	12.00
	COOLEY, KRISTA		PARKS-RECREATION	12.00
159844	COUGAR TREE SERVICE	CEDAR TREE REMOVAL	ROADSIDE VEGETATION	1,367.50
159845	COX, JENNIFER	REFUND BALLET/TAP	PARKS-RECREATION	12.00
	COX, JENNIFER		PARKS-RECREATION	12.00
159846	CREAMERY CO.	COOKIES FOR OPEN HOUSE	GENERAL FUND	-32.90
	CREAMERY CO.		EXECUTIVE ADMIN	382.90
159847	CRIMINAL JUSTICE	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	70.00
159848	CUMMINS NORTHWEST	ANNUAL SERVICE/LOAD BANK TEST	SEWER LIFT STATION	1,441.61
	CUMMINS NORTHWEST		UTIL ADMIN	1,663.90
	CUMMINS NORTHWEST		STORM DRAINAGE	1,693.05
	CUMMINS NORTHWEST		UTIL ADMIN	1,704.24
	CUMMINS NORTHWEST	GENSET ANNUAL SERVICE	WATER QUAL TREATMENT	1,704.24
	CUMMINS NORTHWEST	ANNUAL SERVICE/LOAD BANK TEST	SEWER LIFT STATION	1,712.35
	CUMMINS NORTHWEST		SEWER LIFT STATION	1,900.59
	CUMMINS NORTHWEST		SEWER LIFT STATION	1,935.73
	CUMMINS NORTHWEST		SEWER LIFT STATION	2,040.65
	CUMMINS NORTHWEST		WASTE WATER TREATMENT	2,095.09
	CUMMINS NORTHWEST	GENSET ANNUAL SERVICE	PUMPING PLANT	2,121.57
	CUMMINS NORTHWEST	ANNUAL PLANNED MAINTENANCE	PUMPING PLANT	2,280.93
	CUMMINS NORTHWEST	GENSET ANNUAL SERVICE	SUNNYSIDE FILTRATION	2,805.12
	CUMMINS NORTHWEST		PUMPING PLANT	3,045.40
159849	DAMBACHER, KARLA	REFUND TAP	PARKS-RECREATION	14.00
159850	DELL	PC/LAPTOP	EXECUTIVE ADMIN	1,895.00
	DELL		IS REPLACEMENT ACCOUNTS	2,166.61
	DELL		OFFICE OPERATIONS	2,350.00
	DELL		WATER FILTRATION PLANT	2,350.00
	DELL		WATER FILTRATION PLANT	2,350.00
	DELL		WATER FILTRATION PLANT	2,350.00
	DELL		COMMUNITY CENTER	2,500.00
	DELL	WS LAPTOPS	ENGR-GENL	15,080.41
159851	DIMENSIONAL COMMUNITY	MICROPHONES	CAPITAL EXPENDITURES	4,441.20

**CITY OF MARYSVILLE
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159852	DRONESENSE, INC.	DRONE SUPPORT	POLICE PATROL	1,188.00
	DRONESENSE, INC.	DRONE PACKAGE	POLICE PATROL	1,700.00
159853	E&E LUMBER	FASTENERS	CAPITAL EXPENDITURES	13.06
	E&E LUMBER	PAINTERS TOOL, GOOF OFF	FACILITY REPLACEMENT	35.22
	E&E LUMBER	HAMMER BIT	ROADWAY MAINTENANCE	75.43
	E&E LUMBER	FIBERGLASS OUTSWING DOOR	UTIL ADMIN	644.95
159854	EAGLE FENCE	REPAIR TO FENCE	PUMPING PLANT	2,175.97
	EAGLE FENCE	PE1-FINAL	EXECUTIVE ADMIN	8,959.86
159855	ELECTRONIC MOBILE SO	RE-WIRE PATROL VEHICLES	POLICE PATROL	1,969.20
159856	EVERETT HERALD	SUBSCRIPTION	POLICE ADMINISTRATION	198.14
159857	EVERETT, CITY OF	ANIMALS TO SHELTER OCT 2022	COMMUNITY SERVICES UNIT	5,640.00
159858	EVERGREEN SIGN COMP	WAYFINDING/SIGNAGE PAY/RET 3	CITY FACILITIES	-336.97
	EVERGREEN SIGN COMP		CAPITAL EXPENDITURES	6,739.48
159859	FASTSIGNS	PLAQUE AT CIVIC CENTER	CAPITAL EXPENDITURES	182.48
	FASTSIGNS		CAPITAL EXPENDITURES	271.17
	FASTSIGNS	ART AT CIVIC CENTER	CAPITAL EXPENDITURES	605.66
	FASTSIGNS	SIGN FOR CITY HALL MOVE	CAPITAL EXPENDITURES	610.29
	FASTSIGNS	ACM SIGN REPLACEMENT	PARK & RECREATION FAC	876.52
	FASTSIGNS	ALUMINUM SIGN	PARK & RECREATION FAC	1,542.23
	FASTSIGNS	ART AT CIVIC CENTER	CAPITAL EXPENDITURES	18,643.23
159860	FERGUSON ENTERPRISES	OMNI/ C2 MC	WATER SERVICES	3,107.92
	FERGUSON ENTERPRISES	OMNI/C2 MC	WATER SERVICES	4,598.02
159861	FIELD, CHRISTOPHER	ELECTRICAL LICENSE RENEWAL	COMMUNITY	99.00
159862	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	210.00
159863	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	CRIME PREVENTION	849.59
	FOREMOST PROMOTIONS		CRIME PREVENTION	1,394.19
	FOREMOST PROMOTIONS		CRIME PREVENTION	2,595.44
159864	GALLAGHER, MARY	REFUND BALLET/TAP	PARKS-RECREATION	12.00
	GALLAGHER, MARY		PARKS-RECREATION	12.00
159865	GARCIA, CARLOS	REFUND MARYSVILLE OPERA HOUSE	GENERAL FUND	500.00
159866	GARCIA, MARITZA	REFUND BALLET/TAP	PARKS-RECREATION	12.00
159867	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GMA-PARKS	773.75
	GEOTEST SERVICES INC		GMA-PARKS	1,412.50
	GEOTEST SERVICES INC		GMA-PARKS	1,447.50
	GEOTEST SERVICES INC		GMA-PARKS	3,480.00
159868	GLASS, KELLY	REFUND BALLET/TAP	PARKS-RECREATION	12.00
	GLASS, KELLY		PARKS-RECREATION	12.00
159869	GOVCONNECTION INC	SNAPSAN SCANNER	MUNICIPAL COURTS	514.18
	GOVCONNECTION INC	SWITCH/FIREWALL	POLICE INVESTIGATION	674.03
	GOVCONNECTION INC	TV'S	DETENTION & CORRECTION	1,755.28
159870	GRAINGER	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	167.34
	GRAINGER	INVENTORY SUPPLIES	ER&R	275.16
	GRAINGER		ER&R	550.32
	GRAINGER		ER&R	1,197.93
159871	GREENHAUS PORTABLE	RENTAL PORTABLE RESTROOM	RECREATION SERVICES	855.00
159872	GREENSHIELDS INDS	SHACKLE, PIN, FASTENERS	SNOW & ICE REMOVAL	68.29
159873	GRITTON, DENISE	REFUND TAP	PARKS-RECREATION	14.00
159874	HACKER, EILIDH	REFUND DANCE	PARKS-RECREATION	8.00
159875	HART, KYM	REFUND TAP	PARKS-RECREATION	14.00
159876	HD FOWLER COMPANY	COUPLINGS	SEWER MAIN COLLECTION	12.81
	HD FOWLER COMPANY	HYDRANT	WASTE WATER TREATMENT	112.43

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159876	HD FOWLER COMPANY	FLUORESCENT MARKING PAINT	UTILITY LOCATING	189.31
	HD FOWLER COMPANY	PIPE, ADS TEE CORRUGATED	STORM DRAINAGE	228.09
159877	HOME DEPOT PRO	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	20.90
	HOME DEPOT PRO		CUSTODIAL SERVICES	26.88
	HOME DEPOT PRO		CUSTODIAL SERVICES	87.86
	HOME DEPOT PRO		CUSTODIAL SERVICES	90.12
	HOME DEPOT PRO	HONEYWELL, EYEWASH STATION	CAPITAL EXPENDITURES	91.29
	HOME DEPOT PRO	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	131.02
	HOME DEPOT PRO	LATEX GLOVES	ER&R	151.19
	HOME DEPOT PRO	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	171.54
	HOME DEPOT PRO		CUSTODIAL SERVICES	185.01
	HOME DEPOT PRO		CUSTODIAL SERVICES	204.97
	HOME DEPOT PRO	DISPENSER, HAND CLEANER	MAINT OF GENL PLANT	234.20
	HOME DEPOT PRO	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	245.62
	HOME DEPOT PRO		CUSTODIAL SERVICES	253.34
	HOME DEPOT PRO		CUSTODIAL SERVICES	288.07
	HOME DEPOT PRO		CUSTODIAL SERVICES	340.16
	HOME DEPOT PRO	INDUSTRIAL DEGREASER	ER&R	354.18
	HOME DEPOT PRO	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	367.14
	HOME DEPOT PRO		CUSTODIAL SERVICES	395.74
	HOME DEPOT PRO		CUSTODIAL SERVICES	407.91
	HOME DEPOT PRO		CUSTODIAL SERVICES	416.38
	HOME DEPOT PRO		CUSTODIAL SERVICES	419.83
	HOME DEPOT PRO		CUSTODIAL SERVICES	481.62
	HOME DEPOT PRO		CUSTODIAL SERVICES	600.02
	HOME DEPOT PRO		CUSTODIAL SERVICES	654.33
	HOME DEPOT PRO		CUSTODIAL SERVICES	781.96
	HOME DEPOT PRO		CUSTODIAL SERVICES	883.08
	HOME DEPOT PRO		CUSTODIAL SERVICES	1,195.12
159878	HON COMPANY	FURNITURE FOR MCC	CAPITAL EXPENDITURES	267.27
	HON COMPANY		CAPITAL EXPENDITURES	14,570.98
	HON COMPANY	CHAIRS FOR LOUNGE AREAS	CAPITAL EXPENDITURES	34,159.47
159879	HURRICANE BUTTERFLY	FLASH BANGS	POLICE TRAINING-FIREARMS	4,288.95
159880	KENDALL CHEVROLET	SENSOR, WIRE, SENSOR	EQUIPMENT RENTAL	352.61
	KENDALL CHEVROLET	MODULE KIT, VALVE	EQUIPMENT RENTAL	446.84
159881	KLOMPARENS, JOSEPH	FILL STATION DEPOSIT/USAGE FEES	WATER-UTILITIES/ENVIRONMN	-52.21
	KLOMPARENS, JOSEPH		WATER/SEWER OPERATION	100.00
159882	KOCH, ANNA	REFUND - BALLET AND TAP	PARKS-RECREATION	12.00
	KOCH, ANNA		PARKS-RECREATION	12.00
159883	KPG PSOMAS INC	PROFESSIONAL SERVICES	GMA - STREET	793.62
	KPG PSOMAS INC	PROFESSIONAL SERVICES	GMA - STREET	3,356.89
	KPG PSOMAS INC	PROFESSIONAL SERVICES	GMA - STREET	4,099.48
159884	LAKE, CASANDRA	REFUND - BASKETBALL	PARKS-RECREATION	95.00
159885	LAKUS, TEDDY	REFUND - TAP	PARKS-RECREATION	14.00
159886	LAWSON PRODUCTS, INC	SPACE SAVER RACK	EQUIPMENT RENTAL	28.19
	LAWSON PRODUCTS, INC	BRUSH STEEL	EQUIPMENT RENTAL	137.83
	LAWSON PRODUCTS, INC	BRASS/PIPE FITTINGS	EQUIPMENT RENTAL	1,122.26
159887	LAWSON, MONICA	REFUND - BALLET AND TAP	PARKS-RECREATION	12.00
159888	LES SCHWAB TIRE CTR	PC-25 TRACTION RETREAD AXLE TIRE	ER&R	230.40
	LES SCHWAB TIRE CTR	LOW PROFILE HIGHWAY	EQUIPMENT RENTAL	1,650.20
	LES SCHWAB TIRE CTR	HIGHWAY WIDE BASE TUBELESS	EQUIPMENT RENTAL	1,784.09

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/28/2022 TO 12/28/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159889	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	173.25
159890	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	233,176.05
159891	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	279.05
159892	MCKEE ENTERPRISES	HYDRANT METER DEPOSIT/USAGE FEES	WATER-UTILITIES/ENVIRONMN	-239.00
	MCKEE ENTERPRISES		WATER/SEWER OPERATION	1,150.00
159893	MOHAMED, NASHUA	INSTRUCTOR PAYMENT	RECREATION SERVICES	42.00
	MOHAMED, NASHUA		RECREATION SERVICES	204.00
159894	NAPA AUTO PARTS	BRAKE SETS, FRONT/REAR ROTORS	EQUIPMENT RENTAL	839.28
159895	NATALIE, DICKSON	REFUND BULLET/TAP	PARKS-RECREATION	12.00
159896	NEWELL, KATIE	REFUND - DANCE MOMMY AND ME	PARKS-RECREATION	8.00
159897	PACIFIC POWER BATTER	BATTERIES FOR WADE & SUNNYSIDE UPS	SOURCE OF SUPPLY	335.20
159898	PERFORMANCE VALIDA	CIVIC CENTER	CAPITAL EXPENDITURES	2,340.75
159899	PHARES, KAITLYN	REFUND - DANCE MOMMY AND ME	PARKS-RECREATION	8.00
159900	PR DIAMOND PRODUCTS	CONCRETE CUTTING BLADES	WATER/SEWER OPERATION	-76.89
	PR DIAMOND PRODUCTS		WATER DIST MAINS	894.89
159901	PUBLIC SAFETY TESTING	21 POLICE ADD-ON	POLICE PATROL	231.00
159902	PUD	ACCT #205136245	SEWER LIFT STATION	16.43
	PUD	ACCT #202461034	UTIL ADMIN	21.00
	PUD	ACCT #202031134	PUMPING PLANT	25.23
	PUD	ACCT #202499489	COMMUNITY EVENTS	29.17
	PUD	ACCT #202012589	PARK & RECREATION FAC	31.89
	PUD	ACCT #202476438	SEWER LIFT STATION	32.54
	PUD	ACCT #201065281	PARK & RECREATION FAC	36.18
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	38.80
	PUD	ACCT #202694337	TRANSPORTATION	40.65
	PUD	ACCT #201672136	SEWER LIFT STATION	41.02
	PUD	ACCT #201668043	PARK & RECREATION FAC	41.20
	PUD	ACCT #202794657	TRANSPORTATION	50.23
	PUD	ACCT #203199732	TRANSPORTATION	55.32
	PUD	ACCT #203005160	STREET LIGHTING	58.42
	PUD	ACCT #202368544	TRANSPORTATION	63.75
	PUD	ACCT #203430897	STREET LIGHTING	64.45
	PUD	ACCT #200571842	TRANSPORTATION	69.76
	PUD	ACCT #221636772	NON-DEPARTMENTAL	72.68
	PUD	ACCT #223514563	TRANSPORTATION	73.60
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	79.17
	PUD	ACCT #202288585	TRANSPORTATION	87.11
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	103.35
	PUD	ACCT #200084036	TRANSPORTATION	130.40
	PUD	ACCT #220761803	OPERA HOUSE	161.25
	PUD	ACCT #202368551	PARK & RECREATION FAC	174.86
	PUD	ACCT #203223458	PARK & RECREATION FAC	215.17
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	286.03
	PUD	ACCT #200223857	PARK & RECREATION FAC	290.52
	PUD	ACCT #202000329	PARK & RECREATION FAC	297.16
	PUD	ACCT #220761175	OPERA HOUSE	355.16
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	362.68
	PUD	ACCT #201247699	STREET LIGHTING	386.66
	PUD	ACCT #201021698	PARK & RECREATION FAC	388.84
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	408.30
	PUD	ACCT #201021607	PARK & RECREATION FAC	419.42

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 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159902	PUD	ACCT #200070449	TRANSPORTATION	526.28
	PUD	ACCT #200625382	SEWER LIFT STATION	589.61
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,211.06
	PUD	ACCT #200586485	SEWER LIFT STATION	1,264.08
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	4,622.18
159903	RETIREMENT SYSTEMS	EMPLOYER MEMBER'S OPTION - HAYES	PERSONNEL ADMINISTRATION	430.26
	RETIREMENT SYSTEMS	EMPLOYER MEMBER'S OPTION - HAYES	PERSONNEL ADMINISTRATION	665.75
	RETIREMENT SYSTEMS		PERSONNEL ADMINISTRATION	1,333.26
159904	SAYRE, BETHANY	REFUND - BALLET AND TAP	PARKS-RECREATION	12.00
	SAYRE, BETHANY		PARKS-RECREATION	12.00
	SAYRE, BETHANY		PARKS-RECREATION	12.00
	SAYRE, BETHANY		PARKS-RECREATION	12.00
159905	SCORE	SCORE HOUSING	DETENTION & CORRECTION	13,013.60
159906	SHINEMAA, SHINETUYA	REFUND - BALLET AND TAP	PARKS-RECREATION	12.00
159907	SIERRA, JOSE	REFUND - DELFINO BIRTHDAY	GENERAL FUND	500.00
159908	SNO CO PUBLIC WORKS	MARYSVILLE AID AGREEMENT	ROADWAY MAINTENANCE	310.94
	SNO CO PUBLIC WORKS		ROADWAY MAINTENANCE	1,383.25
159909	SNO KING HAULING	CLEAN OUT OLD PD	POLICE PATROL	4,310.36
159910	SNOHOMISH CO 911	DISPATCH ASSESSMENTS	COMMUNICATION CENTER	91,372.54
159911	SNOHOMISH COUNTY E	HYDRANT METER DEPOSIT/USAGE FEE	WATER-UTILITIES/ENVIRONMN	-74.50
	SNOHOMISH COUNTY E		WATER/SEWER OPERATION	1,150.00
159912	SOUND PUBLISHING	ADVERTISING IN EVERETT HEARLD	OPERA HOUSE	423.60
159913	SOUND SAFETY	UNIFORM - LINDBERG	UTIL ADMIN	186.89
159914	STAPLES	CALENDARS, PAPER	COMMUNITY	103.94
159915	STERICYCLE, INC.	SHREDDING	OFFICE OPERATIONS	32.43
	STERICYCLE, INC.		POLICE PATROL	40.00
159916	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
159917	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	1,736.00
159918	SUPERIOR SOLE WELDING	RAIL INSTALLATION	ROADSIDE VEGETATION	8,664.48
159919	TAYLOR, CHRISTINE	REFUND - TAP FOR ADULTS	PARKS-RECREATION	14.00
159920	TERRA RESOURCE GROUP	STAFFING FEE - RACHEAL MONTGOMERY	PERSONNEL ADMINISTRATION	648.62
	TERRA RESOURCE GROUP	STAFFING FEE - RACHEAL MONTGOMERY	PERSONNEL ADMINISTRATION	1,130.69
159921	TESSCO INC	CAR REPAIRS	POLICE PATROL	2,536.61
159922	TORREY, DEBORAH	CREDIT - CABELA'S HOLIDAY PARTY	GENERAL FUND	250.00
159923	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	413.60
159924	UNITED SITES OF MARY	ADA RESTROOM 2-DAY WEEK SERVICE	PARK & RECREATION FAC	464.80
159925	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	813.12
159926	VISTA TRAINING INC.	VISTA WHEEL LOADER INSTRUCTOR KIT	TRAINING	535.50
159927	WAGNER, KELLY	REFUND - BALLET AND TAP	PARKS-RECREATION	12.00
	WAGNER, KELLY		PARKS-RECREATION	12.00
159928	WALLITNER, LINDA	REFUND - TAP FOR ADULTS	PARKS-RECREATION	14.00
	WALLITNER, LINDA		PARKS-RECREATION	14.00
159929	WARD, MIKE	REFUND - FOOT CARE APPOINTMENT	PARKS-RECREATION	45.00
159930	WETZEL, JAKE	CDL REIMBURSEMENT	GENERAL	136.00
159931	WILDER CUSTOM CONS	P2205 -6TH PAYMENT REMODEL	GMA-PARKS	-423.42
	WILDER CUSTOM CONS		GMA-PARKS	8,468.35
159932	WWCPA	CERTIFICATION RENEWAL - AKAU	UTIL ADMIN	20.00
	WWCPA	CERTIFICATION RENEWAL - BROWN	TRAINING	20.00
	WWCPA	CERTIFICATION RENEWAL - CALLAHAN	TRAINING	20.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159932	WWCPA	CERTIFICATION RENEWAL- CARY	WATER DIST MAINS	20.00
	WWCPA	CERTIFICATION RENEWAL- LANCE	UTIL ADMIN	20.00
	WWCPA	CERTIFICATION RENEWAL- REISWIG	UTIL ADMIN	20.00
	WWCPA	CERTIFICATION RENEWAL- WETZEL	TRAINING	20.00
	WWCPA	CERTIFICATION RENEWAL- BILLIEU	UTIL ADMIN	20.00
	WWCPA	CERTIFICATION RENEWAL- LINDBERG	UTIL ADMIN	20.00
	WWCPA	CERTIFICATION RENEWAL- STROPE	WATER DIST MAINS	20.00
	WWCPA	CERTIFICATION RENEWAL- EYER	UTIL ADMIN	20.00
	WWCPA	CERTIFICATION RENEWAL- PETEK	WATER DIST MAINS	20.00
159933	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	57.31
159934	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	35.11
	ZIPLY FIBER		UTIL ADMIN	35.12
159935	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	82.01
159936	ZIPLY FIBER	ACCT #3606594037	CITY HALL	102.28

WARRANT TOTAL: 810,630.82

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$810,630.82



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Emergency Management Performance Grant

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E23-143).

SUMMARY:

They City has been awarded the 22EMPG to assist with the City's emergency management programs. This grant comes from the Federal Emergency Management Agency (FEMA) and is administered through the Washington State Military Department. The total grant amount is \$42,276.

ATTACHMENTS:

[E23-143 City of Marysville 22EMPG.pdf](#)
[E23-143 Debarment Certification.pdf](#)
[E23-143 Signature Authorization.pdf](#)

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Marysville, City of 501 Delta Avenue 1049 State Avenue Marysville, WA 98270-4540 Marysville, WA 98270-4234		2. Grant Agreement Amount: \$42,276		3. Grant Agreement Number: E23-143			
4. Subrecipient Contact, phone/email: Sarah Lavelle, 360-363-8096 slavelle@marysvillewa.gov		5. Grant Agreement Start Date: June 1, 2022		6. Grant Agreement End Date: September 30, 2023			
7. Department Contact, phone/email: Joshua Castillo, 253-316-6432 joshua.castillo@mil.wa.gov		8. Unique Entity Identifier (UEI): KENDBGSMVPQ7		9. UBI # (state revenue): 314-000-001			
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)							
11. Federal Award ID # (FAIN): EMS-2022-EP-00006-S01		12. Federal Award Date: 08/23/2022		13. Assistance Listings # & Title: 97.042 (22EMPG)			
14. Total Federal Amount: \$8,625,483		15. Program Index # & OBJ/SUB-OBJ: 723PT NZ		16. EIN: 91-6001459			
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44 (BY CONGRESSIONAL DISTRICT): 2		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency				
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER				
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2022 Emergency Management Performance Grant (22EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 22EMPG DHS Award Letter for Grant No. EMS-2022-EP-00006-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.							
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22EMPG Award Letter EMS-2022-EP-00006-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.							
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align:top;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </td> <td style="width:50%; vertical-align:top;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </td> </tr> </table>						1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference
1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference						
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.							
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:				
_____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military Department			_____ Signature Date Jon Nehring, Mayor City of Marysville				
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol August 1, 2022 Assistant Attorney General			_____ Signature Date Jon Walker, City Attorney City of Marysville				
			APPROVED AS TO FORM (if applicable):				
			_____ Signature Date				

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Sarah Lavelle	Name	Joshua Castillo
Title	Emergency Preparedness Manager	Title	Program Coordinator
Email	slavelle@marysvillewa.gov	Email	joshua.castillo@mil.wa.gov
Phone	360-363-8096	Phone	253-36-6432
Name	Kassidy Aldrich	Name	Courtney Bemus
Title	Emergency Preparedness Specialist	Title	Program Assistant
Email	kaldrich@marysvillewa.gov	Email	courtney.bemus@mil.wa.gov
Phone	360-363-8718	Phone	253-512-7145
Name		Name	Sierra Wardell
Title		Title	Financial Operations Section Manager
Email		Email	sierra.wardell@mil.wa.gov
Phone		Phone	253-512-7121

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document, Version 3, May 2022 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22EMPG funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not

limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG)* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended

reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the

project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
- 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for

projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - viii. Review of financial and performance reports
 - ix. Monitoring and documenting the completion of Agreement deliverables
 - x. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - xi. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - xii. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - xiii. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order

13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the grant program is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

- d. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
- e. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
- g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training requirements outlined in the NIMS Training Program located at <https://www.fema.gov/emergency-managers/nims/implementation-training> (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
 - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.

The Subrecipient will report training course completion by individual personnel along with the final report.
- h. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 22EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an 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) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,*” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension.*” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation,

association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the

Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the

Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22EMPG Award Letter
EMS-2022-EP-00006-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2022-EP-00006

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Emergency Management Performance Grants has been approved in the amount of \$8,625,483.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,625,483.00 of non-Federal funds, or 50 percent of the total approved project costs of \$17,250,966.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2022-EP-00006-S01

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Article XVII	False Claims Act and Program Fraud Civil Remedies
Article XVIII	Federal Debt Status
Article XIX	Federal Leadership on Reducing Text Messaging while Driving
Article XX	Fly America Act of 1974
Article XXI	Hotel and Motel Fire Safety Act of 1990
Article XXII	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXIII	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXIV	Lobbying Prohibitions
Article XXV	National Environmental Policy Act
Article XXVI	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVII	Non-Supplanting Requirement
Article XXVIII	Notice of Funding Opportunity Requirements
Article XXIX	Patents and Intellectual Property Rights
Article XXX	Procurement of Recovered Materials
Article XXXI	Rehabilitation Act of 1973
Article XXXII	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXIII	Reporting Subawards and Executive Compensation
Article XXXIV	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article XXXV	SAFECOM

Article XXXVI	Terrorist Financing
Article XXXVII	Trafficking Victims Protection Act of 2000 (TVPA)
Article XXXVIII	Universal Identifier and System of Award Management
Article XXXIX	USA PATRIOT Act of 2001
Article XL	Use of DHS Seal, Logo and Flags
Article XLI	Whistleblower Protection Act
Article XLII	Environmental Planning and Historic Preservation (EHP) Review
Article XLIII	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLIV	Acceptance of Post Award Changes
Article XLV	Disposition of Equipment Acquired Under the Federal Award
Article XLVI	Prior Approval for Modification of Approved Budget
Article XLVII	Indirect Cost Rate

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$4,529,534.00
Fringe Benefits	\$1,604,921.00
Travel	\$0.00
Equipment	\$10,000.00
Supplies	\$94,353.00
Contractual	\$10,598,626.00
Construction	\$0.00
Indirect Charges	\$405,086.00
Other	\$8,446.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2022-EP-00006-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00503N2022T , SX00503N2022T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	

9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 08/23/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 10/01/2021 To: 09/30/2024 Budget Period 10/01/2021 09/30/2024	

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2022-FA-GA01-R107- -4120-D	\$0.00	\$7,560,609.00	\$7,560,609.00	See Totals
Emergency Management Performance Grants	97.042	2022-FE-GA01-R107- -4120-D	\$0.00	\$1,064,874.00	\$1,064,874.00	See Totals
			\$0.00	\$8,625,483.00	\$8,625,483.00	\$8,625,483.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor	DATE Fri Aug 26 21:02:34 GMT 2022
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18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE Tue Aug 23 16:59:20 GMT 2022
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PATRICK GERARD MARCHAM,

WORK PLAN

FY 2022 Emergency Management Performance Grant

Emergency Management Organization: City of Marysville

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area #1	4.7 Communications and Warning	
Primary Core Capability	Public Information and Warning	
Secondary Core Capability	Operational Communications	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Renew RAVE (Marysville Alerts) and SMS Public Opt-in.	Communication gaps throughout the city have been identified. The city is required to have different forms of communication for public messaging that meets the SB 5046 mandate and encompasses the whole community.	Continue to increase and improve the city's ability to communicate both internally and externally (public outreach) in a disaster. More individuals will register, and the community will have real time information needed in an emergency.
Priority Area #2	4.11 Emergency Public Information and Education	
Primary Core Capability	Community Resilience	
Secondary Core Capability	Public Information and Warning	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Print and distribute various preparedness materials and supplies in different languages to the residents, businesses, neighborhoods, and staff of Marysville.	There is a need to get more materials out to the community, along with developing printed emergency management (EM) preparedness materials for city staff.	Increased emergency preparedness awareness and responsibility. EM preparedness materials will be available for staff to ensure better preparedness internally to serve the public.
Priority Area #3	4.8 Facilities	
Primary Core Capability	Operational Coordination	
Secondary Core Capability	Operational Communications	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT

Conduct exercises, train, and purchase supplies to increase the effectiveness of operational coordination capabilities in the Emergency Operations Center.	The Marysville CEMP designates the Emergency Operations Center (EOC) as the location for coordinating emergency response and recovery at a city-wide level. The EOC should be able to adequately support those efforts and staff should be familiar with working there.	By ensuring that the EOC is able to support emergency coordination efforts and staff are trained in EOC operations and have practiced them in exercises, the City will be better able to serve the community after a major emergency or disaster.
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Priority Area #4	4.9 Training
Primary Core Capability	Community Resilience
Secondary Core Capability	Operational Coordination
Build or Sustain	Sustaining/Maintaining

WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Enhance the City emergency volunteer program (including CERT and ACS) through training, exercises, purchasing of supplies, and badging capabilities.	The City CEMP identifies volunteers as a resource to support emergency preparedness, response, and recovery. The City has a need to enhance the Registered Emergency Worker program and plans for volunteer reception centers for spontaneous volunteers.	Pre-identifying, credentialing, training, and exercising volunteers and emergency workers will result in more efficient and effective coordination and response to support the community.

TIMELINE

FY 2022 Emergency Management Performance Grant

DATE	TASK
June 1, 2022	Grant Agreement Start Date
April 30, 2023	Submit reimbursement request
July 31, 2023	Submit reimbursement request
September 30, 2023	Grant Agreement End Date
November 15, 2023	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET

FY 2022 Emergency Management Performance Grant

22EMPG AWARD \$ 42,276.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ 10,800	\$ 42,276
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 15,576	\$ -
	Consultants/Contracts	\$ 15,900	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 42,276	\$ 42,276
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		<i>0.00%</i>	<i>for Time Period of: N/A</i>
TOTAL Grant Agreement AMOUNT:		\$ 42,276	\$ 42,276

The Subrecipient will provide a match of **\$42,276** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

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

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Transportation Improvement Board (TIB) Grant Agreement for 53rd Ave. NE Shared Use Path

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to execute the Fuel Tax Grant Agreement and Project Funding Status Form for the TIB grant construction funding of the 53rd Ave. NE Shared Use Path from 61st St NE to SR 528.

SUMMARY: The City of Marysville was awarded TIB funds in the amount of \$320,000 toward construction of the 53rd Ave NE Shared Use Path from 61st St NE to SR 528. The project will complete the missing section of sidewalk on the east side of 53rd Ave NE with a shared use path, connecting to existing sidewalks and trails on 61st St NE and SR 528. The City’s match towards construction is estimated at \$92,000. This project is part of the overall improvement that includes construction of a signal at the intersection of 53rd Ave NE and 61st St NE.

In order to receive approval from TIB and to be reimbursed for expenses, the City must sign and return the Fuel Tax Grant Agreement and the Project Funding Status Form. Funding will not be available until after these documents are returned to TIB.

ATTACHMENTS:

- [Fuel Tax Agreement P-P-143\(P03\)-1_53rd Ave NE Shared Use Path.pdf](#)
- [Project Funding Status Form P-P-143\(P03\)-1_53rd Ave NE Shared Use Path.pdf](#)



City of Marysville
P-P-143(P03)-1
53rd Ave NE Shared Use Path
61st St NE to SR 528

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Marysville
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 53rd Ave NE Shared Use Path, 61st St NE to SR 528 (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Marysville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 77.6699 percent of approved eligible project costs up to the amount of \$320,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Mayor Date

Print Name

Executive Director Date

Print Name



Project Funding Status Form

Agency Name: **MARYSVILLE**
Project Name: **53rd Ave NE Shared Use Path**
61st St NE to SR 528

TIB Project Number: **P-P-143(P03)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
May 2023	June 2023	July 2024

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MARYSVILLE	92,000	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	92,000	

Signatures are required from two different agency officials. Email a signed copy of this form to your TIB Engineer.

Mayor or Public Works Director

Signature

Date

Jon Nehring
Printed or Typed Name

Mayor
Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement with Gray and Osborne, Inc. for Design of the Cascade and Shoultes Elementary Schools Safe Routes to School Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to execute the Professional Services Agreement with Gray & Osborne, Inc. for the Cascade and Shoultes Elementary Schools Safe Routes to School Project in the amount of \$358,270.

SUMMARY:

The City advertised a Request for Proposals (RFP) for engineering design services for the Cascade Elementary and Shoultes Elementary Schools Safe Routes to School Project.

The RFP closed October 14, 2022, and the City received three (3) responses, which were evaluated and resulted in all respondents being interviewed on November 3, 2022. Based upon the combined scoring from the RFP responses and the interviews, Gray and Osborne was selected as the most qualified firm for this project.

This project will improve the stormwater management at both locations by designing low impact development treatment and infiltration systems to manage stormwater runoff. Neither location currently has stormwater treatment infrastructure.

This project will also design various traffic and pedestrian features such as sidewalks and ADA curb ramp retrofits, marked crosswalks with illumination, speed feedback signs and relocated rectangular rapid flashing beacons, and other various improvements to improve safety and mobility near the schools.

The attached Professional Services Agreement with Gray and Osborne, Inc. is to provide professional engineering services for the design of the roadway and stormwater improvements associated with this project. These services will include predesign investigations such as geotechnical engineering and survey, design reports, permitting support, 30-60-90-100% plans, specifications, and estimates, and additional items identified in the scope of work. The total estimated cost for this phase of work, as negotiated, is \$358,270.

Design phase of the project is partially funded through a Washington State Department of Ecology Stormwater Financial Assistance Program grant of \$230,000. The funding agreement will be presented to Council at a later date. The total estimate design cost to the City is therefore \$128,270.

ATTACHMENTS:

[Gray & Osborne_Cascade and Shoultes SRTS.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GRAY & OSBORNE, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Gray & Osborne, Inc., a corporation licensed to do business in Washington State, organized under the laws of the state of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on January 16, 2023 and shall terminate at midnight on June 28, 2024. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Three hundred fifty eight thousand two hundred seventy dollars and zero cents (\$358,270.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “PRA”). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE

Thadd Zehnder

501 Delta Ave

Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

Gray and Osborne, Inc.

Stacey Clear

3710 168th ST NE

Bldg B, Suite 210

Arlington, WA 98223

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

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

6.5 SEVERABILITY.

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

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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

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

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

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

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

GRAY & OSBORNE, INC.

By _____

(Name)
Its: _____
(Title)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

SCOPE OF WORK

GRAY & OSBORNE, INC.

CASCADE AND SHOULTES ELEMENTARY SCHOOLS SAFETY PROJECTS

PROJECT UNDERSTANDING

The City of Marysville desires to complete engineering design services for roadway and utility improvements in and along the following corridors.

- 100th Street NE from 52nd Drive NE to 56th Avenue NE (near Cascade Elementary School); approximately 950 feet.
- 51st Avenue NE from 132nd Street to the School entrance (near Shoultes Elementary School); approximately 1,400 feet.

This scope assumes that each location will be designed, bid, and constructed as separate standalone projects in 2024. With funding from both the Washington State Department of Transportation (Safe Routes to School funding) and Washington State Department of Ecology (SFAP funding), the designs will focus on pedestrian/bicycle safety enhancements and water quality elements including, but not be limited to the following.

Cascade Elementary School

- Curb, gutter, and pervious concrete sidewalks and/or walkways.
- Bike lanes.
- Center median.
- RRFBs and street lights at two separate crossings, and speed feedback sign.
- Water quality improvements consisting of either a biofiltration swale, and/or proprietary pretreatment devices in conjunction with infiltration trenches.

Shoultes Elementary School

- Curb, gutter, and sidewalk on the east side of 51st Avenue NE.
- Speed feedback sign.

- Water quality improvements consisting of proprietary pretreatment devices with an infiltration trench and/or bioretention located along 133rd Place NE and/or 134th Place NE.

In order to construct these improvements, it is our understanding that a right-of-way may need to be acquired from Cascade Elementary School, on 100th Street NE, and from at least one single-family residence, on 51st Avenue SE. This scope does not include this work. Right-of-way needs will be evaluated at the 30 Percent Design Level to more accurately define the extent of the work required. A Contract Amendment, as needed, can be prepared at that time.

The engineering and related services for this project will include, but are not limited to, utility coordination, permitting, preparation of a Ecology Design Report, Plans, Specifications (compliant with WSDOT Local Agency Guidelines) and Cost Estimates (PS&E) documents, QA/QC Meetings, and bid/award assistance. Construction management and inspection services are not included in this scope of work. Based on our understanding, the Engineer will provide the following engineering design services.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work to include the following.

- A. Ensure appropriate staffing resources are to dedicated to the project.
- B. Prepare and execute Subconsultant Contracts and manage Subconsultant work.
- C. Manage and control project budget and overall project schedule.
- D. Provide monthly progress reports and invoices.

Task 2 – Surveying

Objective: Obtain vertical and horizontal control along with topographical information, to include identifying existing and obvious utilities and pertinent topographical features to facilitate design of the project. Work also includes identifying existing right-of-way lines along 100th NE and 51st Avenue NE and all intersecting public rights-of-way (streets and alleys). This work will not include establishment of property lines. Following the determination of the right-of-way needs, Title Reports can be obtained to establish property lines for the affected parcels. This can be included in the Contract Amendment.

- A. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (County and City). This work includes researching and identifying property owners (of record at County Assessor’s Office) and addresses of property.
- B. Establish vertical and horizontal control on the City’s adopted datum for survey and mapping.
- C. Acquire topographical survey of the sites (within and adjacent to the project corridors) to include establishing surface grades (suitable to establish 2-foot contours), pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), utility-provided paint markings, buildings, fences, major trees, and significant landscaping, etc., in sufficient detail to support design efforts.
- D. Map survey data and show pertinent topographical features and existing right-of-way lines along each corridor.

Task 3 – Utility Coordination

Objective: To gain an understanding of the existing facilities that are located along each corridor. We understand that utility providers include the City, Snohomish County PUD, Puget Sound Energy, Ziply, and Comcast. This Task includes direct coordination with the various utility companies to understand their facilities and identify any potential conflicts with the new improvements.

- A. The City will request existing utilities to be marked in the field prior to project survey (Task 2). This information will be picked up by our survey crew and incorporated into the project base map.
- B. Request available utility record drawings, as-builts, mapping, etc., of sufficient detail to understand the type, size, and extent of utilities in the area.

- C. Contact utilities when it is determined that a utility conflict may impact the project. Allow the utility provider adequate time to pothole their facilities and, as needed, relocate their facilities to allow the project to be constructed.

Task 4 – Geotechnical Investigation and Report (PanGEO, Inc.)

Objective: Conduct field explorations on 100th Street NE and 51st Avenue NE to determine design recommendations to support the proposed stormwater and roadway work, as well as establishing groundwater levels and character of subsurface material. This Task will culminate in the preparation of a final Geotechnical Report.

- A. Perform a geotechnical analysis to determine existing subsurface conditions. Up to six separate borings will be completed, reviewed, and analyzed in and along the project corridors. Five of the borings will then be converted into groundwater monitoring wells for a period of three months (or longer if needed). The groundwater monitoring wells will then be decommissioned, per the State requirements.
- B. Laboratory Testing: Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Infiltration tests will be conducted within the laboratory. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests (such as cation exchange capacity) will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses: Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the potential foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and structures.
- D. Report: Prepare a Draft Report summarizing the results of the geotechnical study and include a site map with approximate test locations, descriptions of surface and subsurface conditions (soil and groundwater), design parameters, and earthwork recommendations.
- E. Revisions: Address all questions and comments and incorporate all relevant changes into the final Geotechnical Report.

Task 5 – Design Report and 30 Percent Plans

Objective: Prepare the Design Report. The Design Report will follow the guidance of the *2019 Washington State Department of Ecology Stormwater Manual for Western Washington* and include the 30 Percent Design Plans for both project areas (Cascade Elementary and Shoultes Elementary).

- A. The Design Report will summarize the project understanding, grant requirements, project sites, design alternatives (including LID and water quality facilities), pertinent design criteria such as sizing of the facilities, regulatory requirements, and general design guidelines and standards which govern the project design. The Design Report will incorporate input from Staff regarding the intended aesthetics and water quality goals for the sites.
- B. Prepare 30 Percent Design Plans that will include preliminary alignments, profiles, and typical cross sections illustrating the proposed stormwater and roadway improvements identified in the Design Report.
- C. Submit draft version of the Design Report to City staff and solicit comments and/or clarifications. A meeting will be held with City staff to discuss the alternatives presented in the draft Design Report. All relevant review comments will be incorporated in the final Design Report, which will then be submitted to Ecology for their review, comments, and approval.

Task 6 – Plans, Specifications, and Cost Estimates

Objective: Prepare separate 60 and 90 Percent Plans, specifications, and cost estimates for each project (Cascade Elementary and Shoultes Elementary) for review by the City. Specifications and cost estimates of the projects representing 60 and 90 Percent Design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format and follow LAG-Manual guidelines. 90 Percent Design Plans will be submitted to Ecology for their review after the City's review of the documents is completed and all comments have been addressed.

Subtask 6.A – 60 Percent Design

- A. Incorporate all relevant comments from the Design Report.
- B. Prepare 60 Percent Plans in a City-approved format to include title sheet, legend, location and vicinity maps, Plan and Profile Sheets, special notes, special details, etc.

- C. Prepare Technical Specifications in WSDOT format, referencing the current version of the *Standard Specifications for Road, Bridge, and Municipal Construction*. The Specifications will incorporate City provided Information for Bidders, Bid Proposal, and Contract documents.
- D. Coordinate with Snohomish County PUD to design street lighting at the street crossings.
- E. Prepare quantity take-offs and preliminary construction cost estimate.
- F. As needed, the 60 Percent Plans will be sent to the various utility companies so that any utility conflicts can be addressed.

Subtask 6.B – 90 Percent Design

- A. Incorporate all relevant comments from the 60 Percent Design review.
- B. Prepare 90 Percent Plans.
- C. Update Technical Specifications.
- D. Update quantities and prepare an updated construction cost estimate.
- E. The PS&E package will be sent to Ecology and WSDOT Local Programs for their compliance review.

Subtask 6.C – 100 Percent (Final) Design

Prepare Final Plans, specifications, and cost estimates for use as bid documents suitable for bidding, award, and construction of the project.

- A. Incorporate comments from the City, Ecology, and WSDOT into the final bid documents.
- B. Conduct final quantity calculations and prepare the final construction cost estimate.

Task 7 – Public Outreach

Objective: Prepare exhibits and maps showing the proposed improvements for use by the City during the public outreach program.

- A. As requested, Gray & Osborne will prepare exhibits, maps, and/or photo renderings of the proposed improvements to support the City’s public outreach efforts.

Task 8 – Permitting

Objective: Provide permitting assistance to the City in relation to the project.

- A. Gray & Osborne will prepare a single SEPA checklist to represent both projects. The City is intended to review this checklist and will prepare a SEPA determination prior to the project being constructed. All other permitting documentation is assumed to be handled by City staff.

Task 9 – Cultural Resources

Objective: Provide preliminary cultural and historical resources investigation. Should the preliminary consultation show that further documentation or monitoring is needed, the effort will be considered outside of this scope of work and an addendum will be necessary.

- A. Prepare the DAHP EZ/Project Review Form for submittal to DAHP. It is assumed that only one Project Review Form will be prepared for the two project areas and that the City will forward the completed form to DAHP.

Task 10 – Quality Assurance/Quality Control

Objective: Provide overall quality assurance and control over all design products.

- A. Conduct three in-house quality assurance/quality control (QA/QC) meetings at the design levels noted in Task 6. These meetings will include senior staff, selected design team members, and City staff (as desired).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 11 – Bid and Award Assistance

Objective: Assist the City during the bid and award phase.

- A. Answer bid inquiries from prospective bidders. Prepare and distribute any bid addenda as may be required.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work is set forth in Exhibit A. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will provide/deliver to the City the following documents.

1. Draft and final geotechnical report (PDF format).
2. Draft and final Design Report and 30 Percent Plans (PDF format).
3. 60 and 90 Percent Plans, specifications, and cost estimates (PDF format).
4. Final Plans (PDF and AutoCAD/Civil 3D format), specifications (PDF format and one paper copy), and cost estimates (PDF format).

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2 weeks) review of all submittals.
2. This scope of work assumes that the City will provide Gray & Osborne with relevant capacity requirements and record drawings of existing utility infrastructure along the project alignment as may be available, and/or pertinent to the project.

3. This scope assumes that the City can provide the necessary traffic control needed to complete the geotechnical field work described herein.
4. Based on our project understanding, the disturbed area at each location will be less than one acre. As such, a General Construction Stormwater Permit (from DOE) will not be required for either location.
5. With the exception of the SEPA checklist and DAHP Project Review Form, the City will address all permitting needs associated with this project.
6. If bioretention facilities are incorporated into the design, this scope assumes that the Engineer can utilize the same landscaping and irrigation designs from recent City bioretention projects. Should the City desire significant changes to the landscaping and/or irrigation designs from the recent projects, the City will entertain an amendment for this work.

EXHIBIT B

Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

PanGEO, Inc. - geotechnical



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: **Ordinances** related to amendments to Marysville Municipal Code (MMC) Chapters 16.04 Building, 16.08 Plumbing Code, 16.11 Washington State Energy Code, 16.28 Mechanical Code and 9.04 Fire Code

SUGGESTED ACTION: Recommended Motion: I move to approve two Ordinances related to amendments to Marysville Municipal Code (MMC) Chapters 16.04 Building, 16.08 Plumbing Code, 16.11 Washington State Energy Code, 16.28 Mechanical Code and 9.04 Fire Code.

SUMMARY: City staff and Marysville Fire District Regional Fire Authority staff (herein referred to as staff) propose several changes to Marysville Municipal Code (MMC) Title 16 Building and Title 9 Fire. The majority of the changes to Title 16 Building are proposed in order to implement new additions to the State, International and/or Washington Cities Codes discussed in more detail below. In certain instances, the City is proposing to add additional regulations (beyond what the State, International and/or Washington Cities Codes require) in order to either codify a current practice, or to improve life safety elements.

-
- ATTACHMENTS:**
- 1 Council Memo - Building Code.pdf
 - 2 MMC 16.04 Building Code Ordinance.docx.pdf
 - 3 MMC 9.04 Fire Code Ordinance.docx.pdf



MEMORANDUM

TO: City Council

FROM: Mike Snook, Building Official – City of Marysville
Tom Maloney, Deputy Chief/Fire Marshal – Marysville Fire District
Haylie Miller, Community Development Director – City of Marysville

DATE: January 3, 2023

SUBJECT: Amendments to Marysville Municipal Code (MMC) Chapters 16.04 Building, 16.08 Plumbing Code, 16.11 Washington State Energy Code, 16.28 Mechanical Code and 9.04 Fire Code.

CC: Jon Nehring, Mayor
Gloria Hirashima, Chief Administrative Officer

EXHIBITS:

1. Memo for City Council dated January 3, 2023
2. Ordinance MMC Title 16 – Building Code Changes
3. Ordinance MMC Title 9 – Fire Code Changes

INTRODUCTION:

City staff and Marysville Fire District Regional Fire Authority staff (herein referred to as staff) propose several changes to Marysville Municipal Code (MMC) Title 16 Building and Title 9 Fire. The majority of the changes to Title 16 Building are proposed in order to implement new additions to the State, International and/or Washington Cities Codes discussed in more detail below. In certain instances, the City is proposing to add additional regulations (beyond what the State, International and/or Washington Cities Codes require) in order to either codify a current practice, or to improve life safety elements.

BACKGROUND:

2018 Code Adoption. Every three (3) years the International Code Council (ICC) updates and adopts new editions of all the International Codes (i.e. Building, Fire, and Electrical Codes). The State of Washington Building Code Council adopted the 2018 International Building Code effective February 1, 2021. Local jurisdictions including Marysville are required to adopt any local amendments and fee structures with their specific ordinance.

Origin of ICC. The International Code Council (ICC) was established in 1994. It is a nonprofit organization dedicated to developing a single set of comprehensive and coordinated national model construction codes. The founders of the ICC are the Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO), and Southern Building Code Congress International, Inc. (SBCCI). Since the

early 1990s, these nonprofit organizations developed three separate sets of regional model codes used throughout the United States. Although such regional code development was effective at the time, a global marketplace and technological advances in construction made a single set of codes a practical necessity. The nation's three model code organizations responded to this need by creating the International Code Council (ICC) and by developing codes without regional limitations – the International Codes. On February 1, 2003, the ICC became one consolidated organization, incorporating the staff and services of the three founding organizations.

The following codes will make up the new 2018 International Codes for Washington State:

- International Building Code, Standards and amendments - WAC 51-50
- International Residential, Standards and amendments – WAC 51-51
- International Mechanical, Standards and amendments – WAC 51-52
- International Fire Code, Standards and amendments – WAC 51-54
- International Fuel Gas Code, Standards and amendments – WAC 51-52-21000
Including 2017 Liquefied Petroleum Gas Code (NFPA 58), and 2018 National Fuel Gas Code (NFPA 54) as it applies to LP Gas installations – WAC 51-52
- Uniform Plumbing Code, Standards and amendments – WAC 51-56, 51-57
- Washington State Energy Code, Standards and amendments –WAC 51-11
- Washington State Barrier-Free Code Chapter 11- Standards WAC 51-50
- Washington Cities Electrical Code 2020 and 2020 National Electrical Code – RCW 19.28.010 and WAC 296-46B

Staff propose several changes to Marysville Municipal Code (MMC) Title 16 Building and Title 9 Fire. The changes to Titles 16 and 19 are summarized in two separate sections below for Title 16 and Title 9.

PROPOSED CHANGES TO MMC TITLE 16 – BUILDING:

The changes below are State adopted changes implemented in the 2018 International Code Adoption.

IBC/IRC Changes – State Adopted

1. The 2018 International Building Code (IBC) format continues to be consistent with the 2015 IBC; however, entire chapters and code sections have been relocated and changed which has made learning this new code a challenge. New or revised sections are clearly high-lighted by black markings in the margins of each code book, which is helpful for users. .
2. The 2018 International Residential Code (IRC) is for One-and-Two Family Dwelling Units and Townhomes. This is an updated version from the 2015 IRC.
3. The 2018 Uniform Plumbing Code (UPC) applies to both residential and nonresidential construction. This is an updated version from the 2015 UPC.
4. The 2018 International Mechanical Code (IMC) applies to both residential and nonresidential construction. Ventilation and Indoor Air Quality code standards are now located in the Mechanical Code which again has made this code challenging to learn. This is an updated version from the 2018 IMC.
5. The 2018 International Fuel Gas Code (IFGC) is for fuel gas appliance and piping installations and is an updated version of the 2015 IFGC.

6. The State of Washington Building Code Council also implements amendments to all codes. The Washington State Energy Code has made some major changes and we are all still working through all the new rules under WAC 51-11. The State Barrier-Free Code Chapter 11, WAC 51-50 continues to apply to new construction and altered structures as well
7. Electrical Program. The City will continue to execute its own electrical program that started in September 2008. Chapter 16.12 of Exhibit 2 is updated to adopt the 2020 version of this code implemented by Washington Cities Electrical Code Committee (WCEC). No policy changes or major changes are identified with this change.

IBC Changes – State Adopted

1. **Section 1010.1.4.4.1, Remote activation of locks:** A high priority in educational facilities is the safety of occupants while in classrooms and other occupied spaces during the event of a threatening situation. This code change will allow remote operation of locks while still maintaining safe egress capabilities.
2. **Section 1110.4.13, Play areas:** The code is more specific that children’s play areas are to have an accessible route to play areas. The previous requirement was for recreational facilities, but did not specify the type of recreational facility. This code change specifies children’s play areas, but the components themselves are not required to be accessible.
3. **Section 1206.2 and 1206.3, Engineer analysis of sound transmission:** The code now allows an engineered analysis to determine the sound transmission rating for airborne and structural-borne sound. Previous codes required a listed and tested wall or floor/ceiling assembly to be shown on the plans, or for the wall or floor/ceiling assembly to be field tested.

IRC Changes – State Adopted

1. **R202 Definition of a crawl space:** Crawl space will be defined as an underfloor space that is not a basement. This is an addition to the code.
2. **R311.7.3 Maximum stair rise between landings:** The maximum stair rise has been increased to 12’- 4”. The previous code only allowed a 12’ rise between landings.
3. **R314.2.1 Heat Detection:** Is now required in all new construction garages.
4. **R315 Carbon Monoxide Alarms:** Interconnection of the alarms is now required where multiple carbon monoxide alarms are required in a dwelling unit.

The changes below are policy changes proposed by Staff that are more restrictive than the current, International and/or State Building Codes:

IBC/IRC Changes – Proposed by City

1. **Section 1008.3.1 through 1008.3.3 amended: Emergency Power for Illumination.**
Section 1008.3.1 through 1008.3.3 of the 2018 International Building Code is amended in part to read as follows: In the event of power failure all areas noted in these code sections are to have emergency lighting regardless of the number of exits. In addition, all offices, restrooms of any size, outside exterior doors, and habitable spaces are to be provided with emergency lighting.

During the winter it becomes darker earlier in the day, and storms create more power outages. Public restrooms usually do not have windows or access to natural light. This leaves a person in a dark room trying to find the exit. The intent of this code change is to provide a means of egress with illumination.

1. **Section 16.04.010 Adoption by reference, exclusions and exemptions.**

Permit expiration rules have been modified to remove the option for several extensions cited in section 16.04.010.4. The more flexible expiration dates were implemented during the downturn in the recession to prevent projects and permits from expiring that were on hold for economic hardship reasons. The City allowed extended timeframes to pick up permits and completed projects plan reviews, so that they would not be abandoned or foreclosed on.

As proposed, the expiration timeframes would mirror the timeframes cited in Chapter 1 of the 2018 IBC and 2018 IRC, allowing the applicant to email the City Building official to request an extension for up to 180 days, due to financial or time frame issues.

2. **Sections:**

- **16.04.060 Section 903.2.1 amended – Sprinkler systems – Group A Occupancies.**
- **16.04.080 Section 903.2.4 amended – Sprinkler systems – Group F Occupancies.**
- **16.04.100 Section 903.2.7 amended – Sprinkler systems – Group M and B Occupancies.**
- **16.04.120 Section 903.2.9 added – Sprinkler systems – Group S Occupancies.**

The sections above were modified to reduce the square footage from 8,000 to 5,000 square for installation of fire sprinklers. This was originally planned for in 2010 and was suspended because of the economic downturn. This will allow for multi-use properties and restaurants to be in smaller buildings as they are considered an assembly use and require fire sprinklers.

PROPOSED CHANGES TO MMC TITLE 9 – FIRE:

Summary of code changes (shown in Exhibit 2). Provided below is a summary of the code changes proposed for adoption within the 2018 International Fire Code (IFC). These amendments are codifying what is already being practiced within the fire marshal’s division and/or what is being proposed as a new policy moving forward. Summary of important Fire Code changes:

1. **9.04.040 Flammable or combustible liquids storage limits** – just a number change from the previous adoption as the International Code Council (ICC) renumbered the chapters.
2. **9.04.605 Photovoltaic Systems** removed as the model code caught up to our code. Permits are also required by code and no longer needed in the MMC
3. **9.04.503.1.4, 9.04.503.1.5, 9.04.503.2.2, & 9.04.503.2.3** – Removed as it is adopted in Appendix D.
4. **9.04.505 9.04.505 International Fire Code Section 505.1**, Address identification amended to represent what is being required.
5. **9.04.507.3.1 Fire flow credit allowed per type of sprinkler system (NEW):**

- A) The reduction allowed for a NFPA 13 designed system shall be 50 percent (50%). Replacing 25% of the value in Table B105.1 (2). The reduced fire flow shall not be less than 1,500 gallons per minute.
- B) The reduction allowed may be increased by the fire code official when the design area or density has been increased over the minimums set forth by the applicable NFPA standard. This provision only applies to light hazard occupancies.

The purpose of this change is to add the hose allowance back into fire flow requirements (for commercial uses) to allow for the use for attack lines. The Fire District has had this practice for over 15-years and the code changed to remove the hose allowance.

6. 9.04.0510 International Fire Code and Washington State Fire Code Section 510 Emergency Responder Radio Coverage is amended.

This is an update to our current requirements to having required radio systems within buildings for fire and police to communicate to Sno Comm. The code incorporates Washington State amendments and aligns with King County's code to reduce confusion for those building within the city. This has been approved by Sno Comm as well.

- 7. **New 9.04.901 International Fire Code Section 901.4.6 amended - Pump and riser room size –** Adding size requirements to the room for protection and maintenance.
- 8. **New International Fire Code Section 901.6.3 amended:** Provides a requirement deadline for reporting annual fire system testing. This has been required by policy for the past 8-years.
- 9. **9.04.901.7 International Fire Code Section 901.7** amended by adding additional: Systems out of service. Places timelines on how long a fire watch can be conducted and required testing after the system is fixed.
- 10. **9.04.903.2.1 International Fire Code Section 903.2.1 amended – Sprinkler systems – Group A occupancies.**

9.04.903.2.3 International Fire Code Section 903.2.3 amended – Sprinkler systems – Group E occupancies.

9.04.903.2.4 International Fire Code Section 903.2.4 amended – Sprinkler systems – Group F-1 occupancies.

9.04.903.2.7 International Fire Code Section 903.2.7 amended – Sprinkler systems – Group M and B occupancies.

9.04.903.2.9 International Fire Code Section 903.2.9 and 903.2.10 amended – Sprinkler systems – Group S occupancies.

The above sections under item 10 reduce the square footage from 8,000 to 5,000 square feet for installation of fire sprinklers. This was originally planned for in 2010 and was suspended because of the economic downturn. This will allow for multi-use properties and restaurants to be in smaller buildings as they are considered an assembly use and require fire sprinklers.

The following is a summary of fire sprinkler thresholds in surrounding cities:

Jurisdiction	Fire Sprinkler Threshold (square feet)
City of Arlington	12,000
City of Bothell	6,000
City of Edmonds	5,000
City of Everett	5,000
City of Kenmore	5,000
City of Kirkland	5,000
City of Lake Stevens	10,000
City of Lynwood	5,000
City of Monroe	5,000
City of Shoreline	5,000
Snohomish County	10,000
City of Marysville - Current	8,000
City of Marysville - Proposed	5,000

11. **New 9.04.907.1.3.1 International Fire Code Fire 907.1.3 Equipment add 907.1.3.1 alarm control panels** – Defining what is allowed to be attached the fire alarm and requiring one fire alarm per addressed building, addressable systems, and approved central stations.
12. **New 9.04.907.6 International Fire Section 907.6.6.3** amended to add Fire alarm communication methods. – Requiring 24-hour back-up with approved communications.
13. **New 9.04.913 International Fire Code Section 9.04.913.2** amended protection against interruption of service – Requirement for diesel back-up generation. This codifies a practice that has been in effect for over 15-years.
14. **New 9.04.1008 Section 1008 Emergency Power for Illumination**, amended Section 1008.3.1 through 1008.3.3. – Required lighting in public spaces omitted by the code such as restrooms, meeting rooms, etc.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO UPDATES TO THE STATE BUILDING CODE AND LOCAL AMENDMENTS, AND ASSOCIATED AMENDMENTS TO MUNICIPAL CODE SECTIONS, 16.04.010, 16.04.030, 16.04.035, 16.04.037, 16.04.045, 16.04.050, 16.04.060, 16.04.070, 16.04.080, 16.04.090, 16.04.100, 16.04.120, 16.04.140, 16.04.160, ADDITION OF MARYSVILLE MUNICIPAL CODE SECTIONS, 16.04.150, 16.08.120, 16.12.010, 16.12.200, 16.28.010, 16.28.015, AND REPEAL OF MARYSVILLE MUNICIPAL CODE SECTIONS 16.04.170, 16.08.010, 16.08.075.

WHEREAS, the City of Marysville Community Development Department and the Marysville Fire District have recommended to the City Council amendments to Title 16 (“Building”) of the Marysville Municipal Code in order to adopt the 2018 State Building Code and Local Amendments; and

WHEREAS, the City Council has determined that the proposed amendments are in the best interest of the public health, safety, and welfare; and

WHEREAS, during the public meeting on January 3, 2023 the City Council discussed potential amendments related Title 16 Building of the Marysville Municipal Code; and

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

Section 1. Amendment of Municipal Code Section 16.04.010. MMC Section 16.04.010, entitled Adoption by reference, exclusions and exemptions, is hereby amended as set forth in **Exhibit A1.**

Section 2. Amendment of Municipal Code 16.04.030. MMC Section 16.04.030, entitled Appendices Adopted is hereby amended as set forth in **Exhibit A2.**

Section 3. Amendment of Municipal Code Section 16.04.035. MMC Section 16.04.035, entitled Section 204 amended – Board of appeals is hereby amended as set forth in **Exhibit A3.**

Section 4. Amendment of Municipal Code Section 16.04.037. MMC Section 16.04.037, entitled Section 502, Definitions, amended – Story, is hereby amended as set forth in **Exhibit A4.**

Section 5. Amendment of Municipal Code Section 16.04.045. MMC Section 16.04.045, Sections 109 and 109.2 amended – IBC and IRC Fee Table 1-A and Table A-J-A adopted by reference, is hereby amended as set forth in **Exhibit A5**.

Section 6. Amendment of Municipal Code Section 16.04.050. MMC Section 16.04.050, entitled Section 109.2 amended – Plan review fees and refunds, is hereby amended as set forth in **Exhibit A6**

Section 7. Amendment of Municipal Code Section 16.04.060. MMC Section 16.04.060, entitled Section 903.2.1 amended – Sprinkler systems – Group A Occupancies, is hereby amended as set forth in **Exhibit A7**.

Section 8. Amendment of Municipal Code Section 16.04.070. MMC Section 16.04.070, entitled Section 903.2.3 amended – Fire-extinguishing systems – Group E Occupancies, is hereby amended as set forth in **Exhibit A8**.

Section 9. Amendment of Municipal Code Section 16.04.080. MMC Section 16.04.080, entitled Section 903.2.4 amended – Sprinkler systems – Group F Occupancies, is hereby amended as set forth in **Exhibit A9**.

Section 10. Amendment of Municipal Code Section 16.04.090. MMC Section 16.04.090, entitled Section 903.2.5 amended – Fire-extinguishing systems – Group H Occupancies, is hereby amended as set forth in **Exhibit A10**.

Section 11. Amendment of Municipal Code Section 16.04.100. MMC Section 16.04.100, entitled Section 903.2.7 amended – Sprinkler systems – Group M and B Occupancies, is hereby amended as set forth in **Exhibit A11**.

Section 12. Amendment of Municipal Code Section 16.04.120. MMC Section 16.04.120, entitled Section 903.2.9 added – Sprinkler systems – Group S Occupancies, is hereby amended as set forth in **Exhibit A12**.

Section 13. Amendment of Municipal Code Section 16.04.140. MMC Section 16.04.140, entitled Section 21 amended – Number of exits is hereby amended as set forth in **Exhibit A13**.

Section 14. Amendment of Municipal Code Section 16.04.150. MMC Section 16.04.150, entitled Section 1008.3.1 through 1008.3.3 amended – Emergency Power for Illumination, is hereby added as set forth in **Exhibit A14**.

Section 15. Amendment of Municipal Code Section 16.04.160. MMC Section 16.04.160, entitled Requirements for moved buildings, is hereby amended as set forth in **Exhibit A15**

Section 16. Amendment of Municipal Code Section 16.04.170. MMC Section 16.04.170, entitled Requirements for Solar Photovoltaic Power Systems, is hereby repealed as set forth in **Exhibit A16**

Section 17. Amendment of Municipal Code Section 16.08.110. MMC Section 16.08.010, entitled Adoption, is hereby amended as set forth in **Exhibit B1.**

Section 18. Amendment of Municipal Code Section 16.08.075. MMC Section 16.08.075, Table 1-A adopted – Schedule of fees and refunds, is hereby amended as set forth in **Exhibit B2.**

Section 19. Amendment of Municipal Code Section 16.08.120. MMC Section 16.08.120, entitled Section 20.17 added – Appendices, is hereby added as set forth in **Exhibit B3.**

Section 19. Amendment of Municipal Code Section 16.12.010. MMC Section 16.12.010, entitled Adoption, is hereby added as set forth in **Exhibit C1.**

Section 20. Amendment of Municipal Code Section 16.12.200. MMC Section 16.12.200, entitled Annex 1-2-3, is hereby added as set forth in **Exhibit C2.**

Section 21. Amendment of Municipal Code Section 16.28.010. MMC Section 16.28.010, entitled Adoption by reference is hereby added as set forth in **Exhibit D1.**

Section 22. Amendment of Municipal Code Section 16.28.015. MMC Section 16.28.015, entitled Fee schedule adopted and refund is hereby added as set forth in **Exhibit D2.**

Section 23. 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 24. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 25. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By: _____

JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Exhibit A1

16.04.010 Adoption by reference, exclusions and exemptions.

(1) Certain documents, copies of which are on file in the office of the ~~B~~uilding ~~O~~fficial of the city of Marysville, being marked and designated as the "International Building Code" and the "International Residential Code," and the "International Building Code Standards," ~~2009~~ **2018** Edition, published by the International Code Council, except for the provisions in subsections (3), (4) and (5) of this section, are adopted as the building code of the city of Marysville for regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures in the city of Marysville, providing for the issuance of permits and the collection of fees therefor, and providing for penalties for the violation thereof. Each and all of the regulations, provisions, penalties, conditions and terms of said code are incorporated and made a part of this chapter as if fully set forth in this chapter.

(2) IBC and IRC Sections 101.1 Title. These regulations shall be known as the building code of the ~~C~~ity of Marysville, Washington, hereinafter referred to as "this code."

(3) Exclusions from Adoption by Reference. The following IBC Section 101.4 referenced codes are excluded and not adopted by reference as the building code for the city of Marysville:

- 101.4.1 Electrical
- 101.4.4 Plumbing
- 101.4.5 Property Maintenance
- 101.4.7 Energy
- Chapter 34 Existing Buildings

~~(4) Section 105.5 of the International Building Code is not adopted and the following is substituted:~~

~~Expiration (IBC 105.5). Every permit issued by the building official under the provisions of the code shall expire by limitation and become null and void two (2) year(s) from the date of issue. Issued permits may be extended for one year periods subject to the following conditions:~~

~~1. An application for permit extension together with the applicable fee is submitted to the community development department at least seven (7), but no more than sixty (60), calendar days prior to the date the original permit becomes null and void. Once the permit extension application is submitted, work may continue past the expiration date of the original permit, provided that the extension application is not denied. If the extension application is denied, all work must stop until a valid permit is obtained.~~

~~2. If construction of a building or structure has not substantially commenced, as determined by the building official, within two years from the date of the first issued permit and the building and the structure is no longer authorized by the zoning code or other applicable law, then the permit shall not be extended.~~

~~3. An applicant may request a total of two permit extensions, provided there are no substantial changes in the approved plans and specifications.~~

~~4. The building official may extend a building permit beyond the second extension only to allow completion of a building, structure or mechanical system, which is authorized by the original permit and is substantially~~

~~constructed. If substantial work, as determined by the building official, has not commenced on a building and/or structure authorized in the original permit, then a new permit will be required for construction to proceed.~~

~~5. The building official may revise a permit at the permittee's request, but such a revision does not constitute a renewal or otherwise extend the life of the permit.~~

~~EXCEPTION: Until December 31, 2011, a third extension may be granted by the building official for building permits where substantial work has not commenced, if:~~

~~1. The applicant provides a sworn and notarized declaration that substantial work has not commenced as a result of adverse market conditions and inability to secure financing to commence construction;~~

~~2. The applicant pays applicable permit extension fees; and~~

~~3. There are no substantial changes in the approved plans or specifications.~~

~~(5)~~ (4) Work Exempt from Permits. For purposes of Marysville Municipal Code, both IBC and IRC Sections 105.2, Work exempt from permit, are amended to read as follows:

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any laws or ordinance of this jurisdiction. Permits shall not be required for the following:

Building:

~~1(a).~~ One story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.

~~2 (b).~~ Fences not over 6 feet high.

~~3(c).~~ Oil derricks.

~~4 (d).~~ Retaining walls which are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or III-A liquids.

~~5(e).~~ Water tanks supported directly on grade ~~ifn~~ the capacity does not exceed 5,000 gallons and ratio of height to diameter or width does not exceed 2 to 1.

~~6 (f).~~ Sidewalks, platforms, decks and driveways not more than 30 inches above grade and not over any basement or story below and ~~which~~ are not part of an accessible route.

~~7(g).~~ Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

~~8(h).~~ Temporary motion picture, television, and theater stage sets and scenery.

~~9(i).~~ Prefabricated swimming pools accessory to Group R-3 occupancy ~~that, as applicable in Section 101.2, which~~ are less than 24 inches deep, ~~are not greater than which do not exceed~~ 5,000 gallons and are installed entirely above ground.

~~10(j).~~ Shade cloth structures constructed for nursery or agricultural purposes, ~~and~~ not including service systems.

~~11(k).~~ Swings and other playground equipment accessory to detached one- and two-family dwellings.

~~12(l).~~ Window awnings in Group R-3 and U Occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support. ~~supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require~~

~~additional support of Group R-3, as applicable in Section 101.2, and Group U occupancies.~~

~~13(m). Nonfixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches in height. Moveable cases, counters and partitions not over 5 feet 9 inches in height.~~

Exhibit A2

16.04.030 Appendices adopted.

Appendices ~~F and Q, and UB, I and J, except Section 1101.2 of~~ the International Residential Building Code, ~~2009-2018~~ Edition, ~~Chapters 11 and 25 through 43 of this code are not adopted, and only~~ Appendices ~~A, B, C, G, H, D, E, J and OK of~~ the International Building Residential Code, ~~2009~~ 2018 Edition, are adopted, incorporated by this reference, and made a part of this chapter as if fully set forth in this chapter.

Exhibit A3

16.04.035 Section ~~113204~~ amended – Board of appeals.

(1) Section ~~113204~~ of the International Building Code is amended by adding the following additional subsection thereto:

- (a) ~~(e)~~ Procedure. An appeal to the Board of Appeals must be filed in writing within fifteen (15) days after the order, decision or determination of the building official which is being challenged. The filing fee shall be one hundred fifty dollars. Within twenty (20) days after the filing of an appeal the Board of Appeals shall hold a hearing on the same and shall render its decision. Continuances shall be allowed only with the consent of the appellant. The decision of the Board of Appeals shall be final on the date that it is reduced to writing and sent to the appellant, subject to the right of the appellant to file an appeal to the Snohomish County Superior Court within fifteen (15) days thereafter.

Exhibit A4

16.04.037 Section ~~202502~~, Definitions, amended – Story.

Section ~~202 502~~ of the International Building Code is amended at that paragraph entitled “Story” by adding the following paragraph:

If any portion of a basement or usable under-floor space in a all group R occupancies consisting of five (5) or more units, including townhomes, ~~or more~~ is used or intended to be used for human habitation or assemblage of person for any purpose, such basement or usable space shall be considered a story.

Exhibit A5

16.04.045 Sections 109 and 109.2 amended – IBC and IRC Fee Table 1-A and Table A-J-A adopted by reference.

(1) The schedule of fees adopted in Table 1-A titled "Building Permit Fees" and Table A-J-A titled "Grading Plan Review Fees and Grading Permit Fees" are hereby adopted.

**TABLE 1-A INTERNATIONAL BUILDING AND RESIDENTIAL CODES
Table 1-A – Building Permit Fees**

The fees for building permits are per Table No. 1-A of the 2009 2018 IBC/IRC, as adopted by the city council, and are based on the valuation of the work being performed.	
Total Valuation	Fee
\$1.00 to \$500.00	\$50.00
\$501.001 to \$2,000.00	\$50.00 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.00 and up	\$5,680.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

- ~~1~~(2). ~~A~~(a). Plan review fees (paid at the time of submitting plans) equal to 65% of the building permit fees.
- ~~B~~(b). Reinspection fees for called inspections when access is not provided or work is not ready: \$75.00 under IBC/IRC Sections 109.
- ~~C~~(c). Revision fees for additional plan review or inspections when the work authorized by permit changes: \$75.00 per Table 1-A under IBC/IRC Sections 109 (minimum charge – one hour).
- ~~D~~(d). Inspections for which no fee is specifically indicated (minimum charge – one hour): ~~\$75.00~~ per hour.*
- 2 (3). Building valuation shall be based on the building valuation data sheet contained within each year's May issue of the "Building Safety Journal" magazine published by the International Code Council (ICC) including "The Cost Modifier of 1.09," on file with the city building official.
- 3(4). Decks, carports (open on three sides), ramps, unheated sunrooms, cover porches and stairs are assessed at \$15.00 per square foot per submittal.

- 4(5). Unfinished basements (no heat, insulation and/or sheetrock) are assessed at \$40.00 per square foot.
- 5(6). Single-wide mobile homes \$200.00, double-wide \$300.00 for permit base fee.
- 6(7). State Building Code Council surcharge fee: \$4.50 per building permit, plus \$2.00 each dwelling unit.
- 7(8). For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a rate of \$75.00 per hour with a minimum fee of one hour at \$75.00.*

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

**TABLE A-J-A INTERNATIONAL BUILDING CODE ~~2009~~ 2018
GRADING PLAN REVIEW FEES**

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

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

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

GRADING PERMIT FEES

Base permit fee	\$100.00
50 cubic yards (38.2 m ³) or less, when located in a designated critical area	\$120.00

51 to 100 cubic yards (40 m ³ to 76.5 m ³)	\$160.00
101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³) – \$200.00 for the first 100 cubic yards (76.5 m ³) plus \$20.00 for each additional 100 cubic yards (76.5 m ³) or fraction thereof.	
1,001 to 10,000 cubic yards (765.3 m ³ to 7,645.5 m ³) – \$300.00 for the first 1,000 cubic yards (764.6 m ³), plus \$40.00 for each additional 1,000 cubic yards (764.6 m ³) or fraction thereof.	
10,001 to 100,000 cubic yards (7,646.3 m ³ to 76,455 m ³) – \$500.00 for the first 10,000 cubic yards (7,645.5 m ³), plus \$60.00 for each additional 10,000 cubic yards (7,645.5 m ³) or fraction thereof.	
100,001 cubic yards (76,456 m ³) or more – \$500.00 for the first 100,000 cubic yards (76,455 m ³), plus \$80.00 for each additional 10,000 cubic yards (7,645.5 m ³) or fraction thereof.	
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge – one hour)	\$75.00 per hour*
2. Re-inspection fees assessed under provisions of IBC Section 108.8	\$75.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge – one hour)	\$75.00 per hour*
4. Clearing permit fees as specified under MMC 19.28.020 or	\$75.00 per hour*

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

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

Exhibit A6

16.04.050 Section 109.2 amended – Plan review fees and refunds.

(1) Section ~~109.2+08.2~~ of the International Residential Code is amended to read as follows:

- (a) ~~1.~~ When a plan or other data are required to be submitted by Section 109, a plan review fee shall be paid at the time of submitting plans and specifications for review. Except as provided below, said plan review fee shall be 65 percent (65%) of the building permit fee as shown in ~~2009~~ 2018 IBC-IRC Table 1-A Building Permit Fees. A plan may be established as a “basic” plan, to be used multiple times within a subdivision. “Basic” plan review fees are 35 percent (35%) of the building permit fee for each subsequent permit application utilizing an established plan. No structural modifications or increases in square footage are allowed on a basic plan. If additional engineering review is required due to lot conditions, a new plan must be submitted for review.
- (b) ~~2.~~ Sections 109 and 109.6 amended – Refunds. The building official may authorize refunding of not more than 70 percent (70%) of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

Exhibit A7

16.04.060 Section 903.2.1 amended – Sprinkler systems – Group A Occupancies.

Section 903.2.1 of the International Building Code as enacted by the city and previously amended is hereby repealed and a new Section 903.2.1 is enacted to be added to the building code reading as follows:

Marysville Municipal Code Section 903.2.1 Group A Occupancies. An automatic sprinkler system shall be installed in all Group A Occupancies, other than those rooms used by the occupants for the consumption of alcoholic beverages, that have ~~8,000~~ 5000 square feet or more of floor area.

Exhibit A8

16.04.070 Section 903.2.3 amended – Fire-extinguishing systems – Group E Occupancies.

(1) Section 903.2.2 of the International Building Code as enacted by the city and previously amended is hereby repealed and a new Section 903.2.3 is enacted to be added to the building code reading as follows:

(2) Section 903.2.3 General. An automatic fire-extinguishing system shall be installed in all newly constructed buildings classified as Group E Occupancy.

Exhibit A9

16.04.080 Section 903.2.4 amended – Sprinkler systems – Group F Occupancies.

(1) Section 903.2.3 of the International Building Code as enacted by the city and previously amended is hereby repealed and a new Section 903.2.3 is enacted to be added to the building code reading as follows:

(2) Section 903.2.4.1 Group F occupancies. An automatic fire sprinkler system shall be installed in Group F occupancies over 2,500 square feet in area that use equipment, machinery or appliances that generate finely divided combustible waste or that use finely divided combustible materials. All other Group F occupancies that have ~~8,000~~ 5,000 square feet or more of floor area shall be provided with an automatic fire sprinkler system.

Exhibit A10

16.04.090 Section 903.2.5 amended – Fire-extinguishing systems – Group H Occupancies.

(1) Section 903.2.5 of the International Building Code as enacted by the city and previously amended is hereby repealed and a new Section 903.2.5 is enacted to be added to the building code reading as follows:

(2) Section **903.2.5** General. An automatic fire-extinguishing system shall be installed in all Group H Divisions.

Exhibit A11

16.04.100 Section 903.2.7 amended – Sprinkler systems – Group M and B Occupancies.

(1) Section **903.2.7** of the International Building Code as enacted by the city and previously amended is hereby repealed and a new Section 903.2.6 is enacted to be added to the building code reading as follows:

(2) Section **903.2.7** Group M and B Occupancies. An automatic sprinkler system shall be installed ~~in rooms classed as Group M and B Occupancies~~ where the floor area is ~~8,000~~ 5,000 square feet or more. The area of mezzanines shall be included in determining the areas where sprinklers are required.

Exhibit A12

16.04.120 Section 903.2.9 added – Sprinkler systems – Group S Occupancies.

A new Section 903.2.9 is hereby enacted and added to the International Building Code as previously enacted and amended by the city reading as follows:

Section 903.2.9 Group S Occupancies. An automatic sprinkler system shall be installed throughout all Group S occupancies that have ~~8,000~~ 5,000 square feet or more of floor area.

Section 903.2.9 In all Group S-1 mini-storage occupancies.

Section 903.2.9 Repair garages where the use of open flame or welding is conducted with a fire area exceeding 3,000 square feet.

Exhibit A13

16.04.140 Section ~~100621~~ amended – Number of exits.

Section ~~100621.2~~ of the International Building Code is amended in part to read as follows:

(a) Number of Exits. Every building or usable portion thereof shall have at least one (1) exit, and shall have not less than two (2) exits where required by Table No. ~~100621.2~~

In all occupancies, floors, balconies and mezzanines above the main story having an occupant load of more than ten (10) shall have not less than two (2) exits.

Each mezzanine used for storage purposes, if greater than 2,000 square feet or more than 60 feet in any dimension, shall have not less than two (2) stairways to an adjacent floor.

All remaining portions of Section ~~100621~~ shall remain unamended.

Exhibit A14

16.04.150 Section 1008.3.1 through 1008.3.3 amended – Emergency Power for Illumination.

(1) Subsections 1008.3.1 and 1008.3.2 are amended to provide that, in the event of power failure, an emergency electrical system shall automatically illuminate all areas described in these subsections regardless of the number of exits/means of egress.

(2) Subsections 1008.3.1, 1008.3.2, and 1008.3.3 are furthermore amended to provide that, in the event of power supply failure, an emergency electrical system shall automatically illuminate the following additional areas: all offices, all outside exterior doors, and all habitable spaces.

(3) Subsection 1008.3.3 is furthermore amended to provide that, in the event of power supply failure, an emergency electrical system shall automatically illuminate all commercial restrooms, regardless of size.

Section 1008.3.1 through 1008.3.3 of the 2018 International Building Code is amended in part to read as follows: In the event of power failure all areas noted in these code sections are to have emergency lighting regardless of the number of exits. In addition, all offices, restrooms of any size, outside exterior doors, and habitable spaces are to be provided with emergency lighting.

All other provisions of Section 1008.3 shall remain in full force and effect, except as amended herein.

Exhibit A15

16.04.160 Requirements for moved buildings.

(1) The term "moved building" shall mean any structure designed for human occupancy that is moved horizontally or vertically for 10 feet or more when either the original site or its new site is located within the city of Marysville; it does not mean factory-built housing which is being moved into the city directly from the factory, or mobile/manufactured homes. In addition to all requirements of the International Building and Residential Codes, the following provisions shall apply to moved buildings:

(~~1~~a) Before any building shall be moved into or within the city of Marysville, a moving permit shall be obtained from the city building official. The fee for said permit shall be the minimum building permit fee specified in the International Building and Residential Codes, plus the state surcharge. The application for the moving permit shall state the proposed moving date, the proposed moving route and the location of the new site for the building. A moving permit shall be issued only upon approval by both the building official and the street superintendent;

(~~2~~b) No building shall be moved to or stored upon any site in the city of Marysville which is not a location approved in a moving permit issued by the city;

(~~3~~c) Within 10 days after a building is moved to a new site in the city of Marysville, the owner shall apply for a building permit to place it on a permanent foundation and to bring it into compliance with the International Building and Residential Codes;

(~~4~~d) Within 180 days after a building is moved to a new site within the city of Marysville, it shall be brought into full compliance with all applicable city codes and be ready for final approval by the building official. In hardship cases involving unforeseen circumstances, the building official shall be authorized to extend this time period for up to 60 additional days.

Exhibit A16

~~16.04.170—Requirements for Solar Photovoltaic Power Systems.~~

~~Solar power systems shall be installed in accordance with MMC 9.04.0605, the 2009 2018 *International Building Code* and NFPA 70. Permit fees will be based from project valuation and Table 1-A Building Permit Fees.~~

Exhibit B1

16.08.010 Adoption.

A certain document, not less than one copy of which is on file in the office of the building official of the city of Marysville, being marked and designated as the "Uniform Plumbing Code, ~~2009~~ 2018 Edition," published by the International Code Council, and appendices thereto, are adopted as the plumbing code of the Ceity of Marysville for regulating the installation, removal, alteration or repair of plumbing and drainage systems and fixtures and water heating and treating equipment. Each and every one of the regulations, provisions, conditions and terms of the code are incorporated and made a part of this chapter as if fully set forth in this chapter.

Exhibit B2

16.08.075 Table 1-A adopted – Schedule of fees and refunds.

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

Section 103.4.5 amended – Refunds.

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

Table 1-A Uniform Plumbing Code ~~2009~~ 2018
UPC Table 1-A – Plumbing Permit Fees

Permit Issuance

1. For issuing each permit	\$50.00	
2. For issuing each supplemental permit		\$30.00
Unit Fee Schedule (in addition to items 1 and 2 above)		
1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor)		\$15.00
2. For each grinder pump		\$150.00
3. Rainwater systems – per drain (inside building)		\$15.00
4.* Water service connection: water line from meter to house or structure		\$50.00
5. For each private sewage disposal system	Approval required from Health/Snohomish County	
6. For each water heater and/or vent		\$15.00
7. For each gas piping system of one to five outlets		\$15.00
8. For each additional gas piping system outlet, per outlet		\$15.00
9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps		\$15.00
10. For each installation, alteration or repair of water piping and or water treating equipment, each		\$15.00
11. For each repair or alteration of drainage or vent piping, each fixture		\$15.00
12. For each lawn sprinkler system on any one meter including backflow protection devices therefor		\$15.00
13. For atmospheric-type vacuum breakers not included in Item 12:		

Up to 5	\$10.00
over 5, each	\$10.00
14. For each backflow protective device other than atmospheric-type vacuum breakers:	
2 inch (51 mm) diameter and smaller	\$10.00
over 2 inch (51 mm) diameter	\$10.00
15. For each graywater system	\$15.00
16. For initial installation and testing for a reclaimed water system	\$15.00
17. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$15.00
18. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$25.00
19. For each additional medical gas inlet(s)/outlet(s)	\$25.00
20. For each fire sprinkler system including \$0.50 per head	\$50.00
21. For each industrial waste pretreatment grease interceptor including its trap and vent, and inspections	\$30.00

Other Inspections and Fees:

1. Inspections outside of normal business hours	\$75.00
2. Re-inspection fee under Section 103.5.6	\$75.00
3. Inspections for which no fee is specifically indicated	\$75.00
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$75.00
5. Jurisdiction may issue permit fees from project valuation and/or the hourly cost to cover employee inspection time, whichever is greatest.	
6. Typical plan review fees for plumbing work shall be equal to 25% of the total permit fee as set forth in Table 1-A and Section 103.4.	
7. For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a rate of \$75.00 per hour with a minimum fee of one hour at \$75.00 or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wage and fringe benefits of the employees involved.	

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

Exhibit B3

16.08.120 Section 20.17 added – Appendices.

There is added to the administration chapter of the Uniform Plumbing Code a new Section 20.17, which shall read as follows:

20.17 Appendices. The following appendices A, B, D, I, L of the ~~2009~~ 2018 Edition of the Uniform Plumbing Code are incorporated by reference and made a part of this chapter.

Exhibit C1

16.12.010 Adoption.

(1) National Electrical Code (NEC) Adopted. The ~~2020~~~~2008~~ National Electrical Code, published by the National Fire Protection Association, 2004 Edition, the Department of Labor and Industries Rules and Regulations for installing electrical wires and equipment and Administrative Rules (Chapter [19.28](#) RCW), as adopted by the state of Washington, are hereby adopted by reference except such portions as are hereinafter deleted, amended or specified and incorporated herein as fully as if set out at length herein, collectively herein referred to as the "code" unless specifically provided otherwise.

(2) The 2020 Washington Cities Electrical Code (WCEC) ~~Dated June 22, 2009~~ Dated October 29, 2020, Adopted. The 2020 Washington Cities Electrical Code ~~dated June 22, 2009~~ Dated October 29, 2020 , is adopted by reference except such portions as are hereinafter amended or specified and incorporated herein as fully as if set out at length herein collectively referred to as "Cities Electrical Code" or "WCEC" unless specifically provided otherwise.

(a) Page 1 of the Cities Electrical Code reference to RCW [19.28.010](#)(2) is corrected to RCW [19.28.010](#)(3).

(b) Page ~~38-29~~, Part 3, Article 100, Definitions, of the Cities Electrical Code only pertains to the electrical code and is related to the electrical code enforcement and not to other chapters or sections of the Marysville Municipal Code.

(3) Code Conflict Resolution. Any conflict between the provisions of the city of Marysville Code, the ~~2008~~ 2020 NEC and the Cities Electrical Code will be resolved in favor of the most stringent code section.

Exhibit C2

16.12.200 Annex 1-2-3.

Annex A, B, C to the National Electrical Code, 2020 ~~2008~~ Edition, are adopted, incorporated by this reference, and made a part of this chapter as if fully set forth in this chapter.

Exhibit D1

16.28.010 Adoption by reference.

A certain document, not less than one copy of which is filed in the office of the building official of the city of Marysville, being marked and designated as the "International Mechanical Code, ~~2009~~ 2018 Edition," and Appendix Chapter A thereto, published by the International Code Council, and the "International Fuel Gas Code, ~~2009~~ 2018 Edition," is adopted as the mechanical code of the city of Marysville for regulating the installation and maintenance of heating, ventilating, cooling and refrigeration systems, providing for the issuance of permits and the collection of fees therefor, and providing penalties for the violation thereof. Each and all of the regulations, provisions, penalties, conditions and terms of said code are incorporated and made a part of this chapter as if fully set forth herein.

Exhibit D2

16.28.015 Fee schedule adopted and refunds.

Sections 106.5.2 and ~~2009~~ 2018 IMC Table 1-A of the International Mechanical Code, "Mechanical Permit Fees," is hereby adopted.

Section 106.5 Fee funds amended – Refunds:

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

~~2009~~ 2018 IMC INTERNATIONAL MECHANICAL CODE TABLE 1-A MECHANICAL PERMIT FEES

Permit Issuance and Heaters

- | | |
|---|---------|
| 1. For the issuance of each mechanical permit | \$50.00 |
| 2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized | \$30.00 |

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h (29.3 kW)	\$20.00
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For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$20.00
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For the installation or relocation of each floor furnace, including vent	\$20.00
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For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$20.00
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2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$20.00
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3. Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$20.00
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4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$20.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$30.00
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$40.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$60.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$99.00
5. Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4,719 L/s), including ducts attached thereto	\$20.00
Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.	
For each air-handling unit over 10,000 cfm (4,719 L/s)	\$20.00
6. Evaporative Coolers	
For each evaporative cooler other than portable type	\$20.00
7. Ventilation and Exhaust	
For each ventilation fan connected to a single duct	\$20.00
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$20.00
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$20.00
8. Incinerators	
For the installation or relocation of each domestic-type incinerator	\$20.00
For the installation or relocation of each commercial or industrial-type incinerator	\$16.00
9. Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table, i.e., fire/smoke dampers	\$20.00
For each additional supply or return air diffuser	
When Chapter 13 is applicable, permit fees for fuel gas piping shall be:	\$10.00
Gas Piping System	
For each gas piping system of one to four outlets	\$20.00

For each additional outlet exceeding four, each	\$10.00
When Chapter 14 is applicable, permit fees for process piping shall be as follows:	
For each hazardous process piping system (HPP) of one to four outlets	\$10.00
For each hazardous process piping system of five or more outlets, per outlet	\$10.00
For each nonhazardous process piping system (NPP) of one to four outlets	\$10.00
For each nonhazardous piping system of five or more outlets, per outlet	\$10.00

Other Inspections and Fees

1. Inspections outside of normal business hours, per hour (minimum charge – two hours) \$75.00*
2. Re-inspection fees assessed under provisions of Section 106.5.2, per inspection \$75.00*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge – one-half hour) \$75.00*
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one-half hour) \$75.00*
5. Jurisdiction may issue permit fees from project valuation and/or the hourly cost to cover employee inspection time, whichever is greatest.
6. Typical plan review fees for mechanical work shall be equal to 25% of the total permit fee as set forth in Table 1-A and 106.5.2.
7. For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a rate of \$75.00 per hour with a minimum fee of one hour at \$75.00.

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

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE MARYSVILLE MUNICIPAL CODE TO THE STATE BUILDING CODE AND LOCAL AMENDMENTS INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 9.04.010, 9.04.030, 9.04.040, 9.04.101, 09.04.503, 9.04.503.2.5, 09.04.505, 09.04.507.3, 09.04.510, 09.04.510.4.2.2, 09.04.510.4.2.3, 09.04.601, 09.04.605, 09.04.901.4.6, 09.04.903.2.1, 09.04.903.2.3, 09.04.903.2.4, 09.04.903.2.7, 09.04.903.2.9 09.04.1008.3, THE ADDITION OF MARYSVILLE MUNICIPAL CODE SECTIONS 09.04.510.1, 09.04.510.2, 09.04.510.3, 09.04.510.4, 09.04.510.4.1, 09.04.510.4.1.1, 09.04.510.4.1.2, 09.04.510.4.1.3, 09.04.510.4.2, 09.04.510.4.2.1, 09.04.510.4.2.4, 09.04.510.4.2.5, 09.04.510.4.2.6, 09.04.510.4.2.7, 09.04.510.4.2.8, 09.04.510.5, 09.04.510.5.1, 09.04.510.5.2, 09.04.510.5.3, 09.04.510.5.4, 09.04.510.5.5, 09.04.510.5.6, 09.04.510.5.7, 09.04.510.6, 09.04.510.6.1, 09.04.510.6.1.1, 09.04.510.6.2, 09.04.510.6.3, 09.04.510.6.4, 09.04.901.6.3, 09.04.901.7, 09.04.907.1.3.1, 09.04.907.6, 09.04.913.2 AND THE REPEALING OF MARYSVILLE MUNICIPAL CODE SECTIONS 9.04.105, 09.04.503.1.4, 09.04.503.2, 09.04.503.2.3.

WHEREAS, the City of Marysville Community Development Department and the Marysville Fire District have recommended that the City Council adopt the 2018 State Building Code and Local Amendments; and

WHEREAS, adopting the 2018 State Building Code and Local Amendments will require amendments to Chapter 9.04 ("Fire Code") of the Marysville Municipal Code; and

WHEREAS, the City Council has determined that the proposed amendments are in the best interest of the public health, safety, and welfare; and

WHEREAS, during the public meeting on January 3, 2023 the City Council discussed potential amendments to Title 9 of the Marysville Municipal Code; and

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

Section 1. Amendment of Municipal Code Section 9.04.010. MMC Section 09.04.010, entitled Adoption by Reference, is hereby amended as set forth in **Exhibit 1.**

Section 2. Amendment of Municipal Code Section 9.04.030. MMC Section 09.04.030, entitled Definitions is hereby amended as set forth in **Exhibit 2.**

Section 3. Amendment of Municipal Code Section 9.04.040. MMC Section 9.04.040, entitled Flammable or combustible liquid storage limits is hereby amended as set forth in **Exhibit 3.**

Section 4. Amendment of Municipal Code Section 9.04.101. MMC Section 9.04.101, entitled International Fire Code Appendices adopted, is hereby amended as set forth in **Exhibit 4.**

Section 5. Amendment of Municipal Code Section 9.04.105. MMC Section 09.04.105, currently entitled International Fire is hereby repealed as set forth in **Exhibit 5.**

Section 6. Amendment of Municipal Code Section 09.04.503. MMC Section 09.04.503, entitled Additional sections of International Fire Code Section 503 adopted – Fire apparatus access roads, is hereby amended as set forth in **Exhibit 6**

Section 7. Amendment of Municipal Code Section 09.04.503.1.4. MMC Section 09.04.503.1.4, entitled Aerial fire apparatus access roads, is hereby repealed as set forth in **Exhibit 7.**

Section 8. Amendment of Municipal Code Section 09.04.503.2. MMC Section 09.04.503.2, entitled International Fire Code Section 503.2 amended – Access – Specifications, is hereby repealed as set forth in **Exhibit 8.**

Section 9. Amendment of Municipal Code Section 09.04.503.2.3. MMC Section 09.04.503.2.3, entitled International Fire Code Section 503.2.3 amended – Access – Surfacing, is hereby repealed as set forth in **Exhibit 9.**

Section 10. Amendment of Municipal Code Section 9.04.503.2.5. MMC Section 09.04.503.2.5, entitled International Fire Code Section 503.2.5 amended – Access – Turnarounds, is hereby amended as set forth in **Exhibit 10.**

Section 11. Amendment of Municipal Code Section 09.04.505. MMC Section 09.04.505, entitled International Fire Code Section 505.1, Address identification, amended, is hereby amended as set forth in **Exhibit 11.**

Section 12. Amendment of Municipal Code Section 09.04.507.3. MMC Section 09.04.507.3, entitled International Fire Code Section 507.3, Fire flow, amended, is hereby amended as set forth in **Exhibit 12.**

Section 13. Amendment of Municipal Code Section 09.04.510. MMC Section 09.04.510, entitled International Fire Code and Washington State Fire Code Section 510, is hereby amended as set forth in **Exhibit 13.**

Section 14. Amendment of Municipal Code Section 09.04.510.1. MMC Section 09.04.510.1, entitled Emergency responder radio coverage in new buildings, is hereby added as set forth in **Exhibit 14.**

Section 15. Amendment of Municipal Code Section 09.04.510.2. MMC Section 09.04.510.2, entitled Emergency responder radio coverage in existing buildings, is hereby added as set forth in **Exhibit 15.**

Section 16. Amendment of Municipal Code Section 09.04.510.3. MMC Section 09.04.510.3, entitled Permit required, is hereby added as set forth in **Exhibit 16.**

Section 17. Amendment of Municipal Code Section 09.04.510.4. MMC Section 09.04.510.4, entitled Technical requirements, is hereby added as set forth in **Exhibit 17.**

Section 18. Amendment of Municipal Code Section 09.04.510.4.1. MMC Section 09.04.510.4.1, entitled Emergency responder communication enhancement system signal strength, is hereby added as set forth in **Exhibit 18.**

Section 19. Amendment of Municipal Code Section 09.04.510.4.1.1. MMC Section 09.04.510.4.1.1, entitled Minimum signal strength into the building, is hereby added as set forth in **Exhibit 19.**

Section 20. Amendment of Municipal Code Section 09.04.510.4.1.2. MMC Section 09.04.510.4.1.2, entitled Minimum signal strength out of the building, is hereby added as set forth in **Exhibit 20.**

Section 21. Amendment of Municipal Code Section 09.04.510.4.1.3. MMC Section 09.04.510.4.1.3, entitled System performance, is hereby added as set forth in **Exhibit 21.**

Section 22. Amendment of Municipal Code Section 09.04.510.4.2. MMC Section 09.04.510.4.2, entitled System design, is hereby added as set forth in **Exhibit 22.**

Section 23. Amendment of Municipal Code Section 09.04.510.4.2.1. MMC Section 09.04.510.4.2.1, entitled Amplification systems and components, is hereby added as set forth in **Exhibit 23.**

Section 24. Amendment of Municipal Code Section 09.04.510.4.2.2. MMC Section 09.04.510.4.2.2, entitled Technical criteria, is hereby amended as set forth in **Exhibit 24.**

Section 25. Amendment of Municipal Code Section 09.04.510.4.2.3. MMC Section 09.04.510.4.2.3, entitled Power supply sources, is hereby amended as set forth in **Exhibit 25.**

Section 26. Amendment of Municipal Code Section 09.04.510.4.2.4. MMC Section 09.04.510.4.2.4, entitled Signal booster requirements, is hereby added as set forth in **Exhibit 26.**

Section 27. Amendment of Municipal Code Section 09.04.510.4.2.5. MMC Section 09.04.510.4.2.5, System monitoring, is hereby added as set forth in **Exhibit 27.**

Section 28. Amendment of Municipal Code Section 09.04.510.4.2.6. MMC Section 09.04.510.4.2.6, Additional frequencies and change of frequencies, is hereby added as set forth in **Exhibit 28.**

Section 29. Amendment of Municipal Code Section 09.04.510.4.2.7. MMC Section 09.04.510.4.2.7, entitled Design documents, is hereby added as set forth in **Exhibit 29.**

Section 30. Amendment of Municipal Code Section 09.04.510.4.2.8. MMC Section 09.04.510.4.2.8, entitled Radio communication antenna density, is hereby added as set forth in **Exhibit 30.**

Section 31. Amendment of Municipal Code Section 09.04.510.5. MMC Section 09.04.510.5, entitled Installation requirements, is hereby added as set forth in **Exhibit 31.**

Section 32. Amendment of Municipal Code Section 09.04.510.5.1. MMC Section 09.04.510.5.1, entitled Approval prior to installation, is hereby added as set forth in **Exhibit 32.**

Section 33. Amendment of Municipal Code Section 09.04.510.5.2. MMC Section 09.04.510.5.2, entitled Minimum qualifications of personnel is hereby added as set forth in **Exhibit 33.**

Section 34. Amendment of Municipal Code Section 09.04.510.5.3. MMC Section 09.04.5.3, entitled Acceptance test procedure, is hereby added as set forth in **Exhibit 34.**

Section 35. Amendment of Municipal Code Section 09.04.510.5.4. MMC Section 09.04.510.5.4, entitled FCC Compliance, is hereby added as set forth in **Exhibit 35.**

Section 36. Amendment of Municipal Code Section 09.04.510.5.5. MMC Section 09.04.510.5.5, entitled Mounting of Donor Antenna (s), is hereby added as set forth in **Exhibit 36.**

Section 37. Amendment of Municipal Code Section 09.04.510.5.6. MMC Section 09.04.510.5.6, entitled Wiring, is hereby added as set forth in **Exhibit 37.**

Section 38. Amendment of Municipal Code Section 09.04.510.5.7. MMC Section 09.04.510.5.7, entitled Identification Signs, is hereby added as set forth in **Exhibit 38.**

Section 39. Amendment of Municipal Code Section 09.04.510.6. MMC Section 09.04.510.6, entitled Maintenance, is hereby added as set forth in **Exhibit 39.**

Section 40. Amendment of Municipal Code Section 09.04.510.6.1. MMC Section 09.04.510.6.1, entitled Testing and proof of compliance, is hereby added as set forth in **Exhibit 40.**

Section 41. Amendment of Municipal Code Section 09.04.510.6.1.1. MMC Section 09.04.510.6.1.1, entitled Alternative In-building coverage test, is hereby added as set forth in **Exhibit 41.**

Section 42. Amendment of Municipal Code Section 09.04.510.6.2. MMC Section 09.04.510.6.2, entitled Additional frequencies, is hereby added as set forth in **Exhibit 42.**

Section 43. Amendment of Municipal Code Section 09.04.510.6.3. MMC Section 09.04.510.6.3, entitled Nonpublic safety system, is hereby added as set forth in **Exhibit 43.**

Section 44. Amendment of Municipal Code Section 09.04.510.6.4. MMC Section 09.04.510.6.4, entitled Field testing, is hereby added as set forth in **Exhibit 44.**

Section 45. Amendment of Municipal Code Section 09.04.601. MMC Section 09.04.601, entitled International Fire Code Section 601.2, Permits, amended, is hereby repealed as set forth in **Exhibit 45.**

Section 46. Amendment of Municipal Code Section 09.04.605. MMC Section 09.04.605, entitled International Fire Code Section 605, Electrical equipment, amended to add 605.11, is hereby repealed as set forth in **Exhibit 46.**

Section 47. Amendment of Municipal Code Section 09.04.901.4.6. MMC Section 09.04.901.4.6, entitled International Fire Code Section 901.4.6 amended - Pump and riser room size, is hereby added as set forth in **Exhibit 47.**

Section 48. Amendment of Municipal Code Section 09.04.901.6.3. MMC Section 09.04.901.6.3, entitled International Fire Code Section 901.6.3 amended by adding additional, is hereby added as set forth in **Exhibit 48.**

Section 49. Amendment of Municipal Code Section 09.04.901.7. MMC Section 09.04.901.7, entitled International Fire Code Section 901.7 amended by adding additional: Systems out of service, is hereby added as set forth in **Exhibit 49.**

Section 50. Amendment of Municipal Code Section 09.04.903.2.1. MMC Section 09.04.903.2.1, entitled International Fire Code Section 903.2.1 amended – Sprinkler systems – Group A occupancies, is hereby amended as set forth in **Exhibit 50.**

Section 51. Amendment of Municipal Code Section 09.04.903.2.3. MMC Section 09.04.903.2.3, entitled International Fire Code Section 903.2.3 amended – Sprinkler systems – Group E occupancies, is hereby amended as set forth in **Exhibit 51.**

Section 52. Amendment of Municipal Code Section 09.04.903.2.4. MMC Section 09.04.903.2.4, entitled International Fire Code Section 903.2.4 amended – Sprinkler systems – Group F-1 occupancies, is hereby amended as set forth in **Exhibit 52.**

Section 53. Amendment of Municipal Code Section 09.04.903.2.7. MMC Section 09.04.903.2.7, entitled International Fire Code Section 903.2.7 amended – Sprinkler systems – Group M and B occupancies, is hereby amended as set forth in **Exhibit 53.**

Section 54. Amendment of Municipal Code Section 09.04.903.2.9. MMC Section 09.04.903.2.9, entitled International Fire Code Section 903.2.9 and 903.2.10 amended – Sprinkler systems – Group S occupancies, is hereby amended as set forth in **Exhibit 54.**

Section 55. Amendment of Municipal Code Section 09.04.907.1.3.1. MMC Section 09.04.907.1.3.1, entitled International Fire Code Fire 907.1.3

Equipment add 907.1.3.1 alarm control panels, is hereby added as set forth in **Exhibit 55**.

Section 56. Amendment of Municipal Code Section 09.04.907.6. MMC Section 09.04.907.6, entitled International Fire Section 907.6.6.3 amended to add Fire alarm communication methods, is hereby added as set forth in **Exhibit 56**.

Section 57. Amendment of Municipal Code Section 09.04.913.2. MMC Section 09.04.913.2, entitled International Fire Section 913.2 amended Protection against interruption of service, is hereby added as set forth in **Exhibit 57**.

Section 58. Amendment of Municipal Code Section 09.04.1008.3. MMC Section 09.04.1008.3, entitled Emergency power for illumination, is hereby amended as set forth in **58**.

Section 59. 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 60. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 61. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By:

JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Exhibit 1

9.04.010 Adopted by reference.

Certain documents, copies of which are on file in the office of the clerk of the city of Marysville, entitled "International Fire Code, ~~2009~~ 2018 Edition," (IFC) published by the International Code Council, with amendments as adopted by the Washington State Building Code Council, are adopted as the fire code of the city of Marysville (hereinafter sometimes referred to as the "fire code") for the purpose of prescribing regulations for the safeguarding of life and property from the hazards of fire and explosion. Except as otherwise specifically amended herein, or by later ordinance, each and all of the regulations, provisions, penalties, conditions and terms of said code and standards are incorporated and made part of this chapter as if fully set forth herein.

Exhibit 2

9.04.030 Definitions.

(1) Wherever the word "jurisdiction" is used in the International Fire Code, it means the city of Marysville.

(2) "Commercial occupancy" means groups A, B, E, H, F, I (except adult family homes as defined in Chapter 70.128 RCW), M, R-1, R-2, R-4 and S occupancies as defined in Section 202 – Occupancy Classifications of the International Fire Code, ~~2009~~ 2018 Edition.

Exhibit 3

9.04.040 Flammable or combustible liquid storage limits.

The storage of Class I, II and III-A liquids in aboveground tanks exceeding 26,000 gallons individual or 78,000 gallons aggregate capacity is prohibited within the corporate limits of the city of Marysville. Storage shall be limited to horizontal tanks only. This language shall replace the language of International Fire Code Sections ~~3404.2.9.6.1~~ 5704.2.9.6.1 and ~~3406.2.4.4.~~ 5706.2.4.4.

Exhibit 4

9.04.101 International Fire Code Appendices adopted.

These appendices of the International Fire Code are hereby adopted: B, D, F, H, I, and L.

Exhibit 5

~~9.04.105 International Fire.~~

~~Code Section 105, Permits, amended.~~

~~New Section 105.7.15 added — Solar photovoltaic power systems:~~

~~105.7.15 Solar photovoltaic power systems. A construction permit is required to install or modify solar photovoltaic power systems.~~

Exhibit 6

9.04.503 Additional sections of International Fire Code Section 503 adopted – Fire apparatus access roads.

Section 503.1 shall be adopted as written, Sections 503.1.1, 503.1.2, 503.1.3, 503.2, 503.3, and 503.4, being sections of the International Fire Code (~~2009~~2018 Edition) not adopted by the Washington State Building Code Council, are hereby adopted and enacted in the city of Marysville.

Exhibit 7

~~9.04.503.1.4 Aerial fire apparatus access roads:~~

~~503.1.4 Where Required. Buildings or portions of buildings or facilities exceeding 30 feet (9,144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.~~

~~503.1.4.1 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7,925 mm) in the immediate vicinity of any building or portion of building more than 30 feet (9,144 mm) in height.~~

~~503.1.4.2 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4,572 mm) and a maximum of 30 feet (9,144 mm) from the building, and shall be positioned parallel to one entire side of the building.~~

Exhibit 8

~~9.04.503.2 International Fire Code Section 503.2 amended – Access Specifications.~~

~~Section 503.2.1, Dimensions, is amended to add:~~

~~Where a fire hydrant or fire department connection is located on a fire apparatus access road, the minimum road width shall be increased to 26', extending 20' on either side of a fire hydrant or fire department connection.~~

Exhibit 9

~~9.04.503.2.3 International Fire Code Section 503.2.3 amended – Access – Surfacing:~~

~~Section 503.2.3 adopted by MMC 9.04.503 is further amended to add an additional sentence reading as follows:~~

~~The surface shall be entirely composed of gravel, crushed rock, asphalt, or concrete, and designed to support the imposed load of fire apparatus weighing at least 75,000 pounds.~~

Exhibit 10

9.04.503.2.5 International Fire Code Section 503.2.5 amended – Access – Turnarounds.

Section 503.2.5 adopted by MMC 9.04.503 is further amended to add an additional three sentences reading as follows:

Turnarounds shall be a minimum eighty (80) foot diameter cul-de-sac with no obstructions within the cul-de-sac. Planters may be installed in cul-de-sacs when the outside radius of the cul-de-sac is a minimum of fifty (50) feet and inside radius is minimum of 25 (twenty five) feet. An approved hammerhead turnaround may be used if there are no alternatives, and it is approved by the Fire Chief Code Official.

Exhibit 11

9.04.505 International Fire Code Section 505.1, Address identification, amended.

Section 505.1 is amended to add the following:

- (1) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained. Address identification shall be maintained.
4. (2) Address numbers for commercial buildings to be a minimum of six inches (6") high with a principal stroke of at least one inch (1").
2. ~~Where the building is not visible from the street or a single access road or private roadway serves more than one building, provision shall be made to clearly identify which driveway or roadway serves the appropriate address.~~
- (3) Address numbers at least ~~four~~ six inches (6") high shall be prominently displayed on rear entrance or access doors when required by the fire code official.
- (4) Interior and exterior access doors or individual dwelling, housekeeping, living units, or commercial tenant spaces also shall be clearly marked. Numbers and/or letters of such units shall be at least four inches high (4").
3. ~~Commercial building address size and location on exterior of building.~~
4. ~~If address is located less than eleven foot eleven inches above finished grade; the address characters shall be a minimum of six inches in height with a minimum one inch stroke in contrast to building colors.~~
5. (5) If address is located twelve feet or more above finish grade; the address characters shall be a minimum of twelve inches in height (12") with a minimum two inch (2") stroke in a contrasting color.

Address Numbering Size Table

Distance from road	Minimum Size
0-50 feet	4" (<u>1 or 2 family residential only</u>)

51-100 feet	6" (<u>minimum for commercial</u>)
101-150 feet	8"
151-200 feet	10"
201-300 feet	12"
301 feet and up	18"

~~Four inch numbers are permitted for single family and duplex occupancies only.~~ The minimum size figure for commercial occupancies is six inches (6"). The height to width ratio of the figures shall be approximately 2H:1W.

Exhibit 12

9.04.507.3 International Fire Code Section 507.3, Fire flow, amended.

- (1) Replace "by an approved method" with "per Appendix B of the International Fire Code."
- (2) Exceptions. Section 507.3 is amended to add two exceptions reading as follows:
Exceptions:
 - (2a) Subdivisions and short subdivisions in which all lots have a lot area of 43,560 square feet (one acre) or more in size;
 - (2b) Structures where under the International Building Code the occupancy is classified as group U occupancies (agricultural buildings, private garages, carports and sheds) that are restricted to private residential use only. Riding arenas or other agricultural structures used or accessed by the general public shall not fall within this exception.
- (3) 507.3.1 Fire flow credit allowed per type of sprinkler system:
 - (a) The reduction allowed for a NFPA 13 designed system shall be 50 percent. Replacing 25% of the value in Table B105.1(2). The reduced fire flow shall not be less than 1,500 gallons per minute.
 - (b) The reduction allowed may be increased by the fire code official when the design area or density has been increased over the minimums set forth by the applicable NFPA standard. This provision only applies to light hazard occupancies.

Exhibit 13

9.04.510 International Fire Code and Washington State Fire Code Section 510, amended.

~~International Fire Code Section 510 Emergency Responder Radio Coverage is amended to include adoption of Appendix J.~~

Section 510 of the IFC, Emergency Responder Radio Coverage, is amended as described in MMC sections 9.04.510.1 – 9.04.510.6.4.

Exhibit 14

9.04.510.1 Emergency responder radio coverage in new buildings.

(1) Approved radio coverage systems for emergency responders shall be provided within buildings meeting any of the following conditions:

- (a) High rise buildings;
- (b) The total building area is 50,000 square feet or more;
- (c) The total basement area is 10,000 square feet or more; or
- (d) There are floors used for human occupancy more than 30 feet below the finished floor of the lowest level of exit discharge.
- (e) Buildings or structures where the Fire or Police Chief determines that in-building radio coverage is critical because of its unique design, location, use or occupancy.
- (f) Signal Measurements will be taken on a device capable of measuring BER and SINR of all current Snohomish County radio frequencies prior to construction finds the radio signal is not sufficient to support radio communications

(2) The radio coverage system shall be installed in accordance with Sections 510.4 through 510.5.5 of this code and with the provisions of NFPA 1221. This section shall not require improvement of the existing public safety communication systems.

(3) Exceptions:

- (a) Where approved by the building official and the fire code official, a wired communication system in accordance with Section 907.2.12.2 shall be permitted to be installed or maintained instead of an approved radio coverage system.)
- (b) Buildings and areas of buildings that have minimum radio coverage signal strength levels of the Snohomish County Regional 800 MHz Radio System within the building in accordance with Section 510.4.1 without the use of a radio coverage system.
- (c) In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
- (d) One- and two-family dwellings and townhouses.

Exhibit 15

9.04.510.2 Emergency responder radio coverage in existing buildings.

Existing buildings shall be provided with approved radio coverage for emergency responders as required in Chapter 11 of the IFC.

Exhibit 16

9.04.510.3 Permit required. A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

Exhibit 17

9.04.510.4 Technical requirements.

Systems, components and equipment required to provide the emergency responder radio coverage system shall comply with Sections 510.4.1 through 510.4.2.8.

Exhibit 18

9.04. 510.4.1 Emergency responder communication enhancement system signal strength.

(1) The building shall be considered to have acceptable emergency responder communications enhancement system coverage when signal strength measurements in 95 percent of all areas on each floor of the building meet the signal strength requirements in Sections 510.4.1.1 through 510.4.1.3.

(2) Exception: Critical areas, such as the fire command center(s), the fire pump room(s), interior exit stairways, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas required by the *fire code official*, shall be provided with 99 percent floor area radio coverage.

Exhibit 19

9.04.510.4.1.1 Minimum signal strength into the building.

The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95dBm in 95% of the coverage area and 99% in critical areas ((throughout the coverage area)) and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.4 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

Exhibit 20

9.04. 510.4.1.2 Minimum signal strength out of the building.

The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.4 or an equivalent SINR applicable to the technology for either analog or digital signals. A minimum signal strength of -95 dBm shall be received by the Snohomish County Regional 800 MHz Radio System when transmitted from within the building.

Exhibit 21

9.04.510.4.1.3 System performance.

Signal strength shall be sufficient to meet the requirements of the applications being utilized by public safety for emergency operations through the coverage area as specified by the ((fire code official)) radio system manager in Section 510.4.2.2.

Exhibit 22

9.04.510.4.2 System design.

The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 and NFPA 1221.

Exhibit 23

9.04.510.4.2.1 Amplification systems and components.

Buildings and structures that cannot support the required level of radio coverage shall be equipped with systems and components to enhance the public safety radio signals and achieve the required level of radio coverage specified in Sections 510.4.1 through 510.4.1.3. Public safety communications enhancement systems utilizing radio-frequency-emitting devices and cabling shall be allowed by the radio system manager. Prior to installation, all RF-emitting devices shall have the certification of the radio licensing authority and be suitable for public safety use.

Exhibit 24

9.04. 510.4.2.2 Technical criteria.

The radio system manager shall provide the various frequencies required, the location of radio sites, the effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and other supporting technical information necessary for system design upon request by the building owner or owner's representative.

Exhibit 25

9.04.510.4.2.3 Power supply sources. Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the emergency responder radio coverage system at 100-percent system capacity for a duration of not less than 12 hours.

Exhibit 26

9.04.510.4.2.4 Signal booster requirements.

- (1) If used, signal boosters shall meet the following requirements:
- (a) All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4, IP66-type waterproof cabinet or equivalent.
 - i. Exception: Listed battery systems that are contained in integrated battery cabinets.
 - (b) Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher-rated cabinet, IP65-type waterproof cabinet or equivalent.
 - (c) Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.
 - (d) Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20dB greater than the system gain under all operating conditions.
 - (e) Bi-Directional Amplifiers (BDAs) Active RF emitting devices used in emergency responder radio coverage systems shall have oscillation prevention built-in oscillation detection and control circuitry.
 - (f) The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder radio coverage networks shall be coordinated and approved by the ((fire code official)) radio system manager.
 - (g) Unless otherwise approved by the Radio System Manager, only channelized signal boosters shall be permitted.
- (2) Exception: Broadband BDA's may be utilized when specifically authorized in writing by the radio system operator.
- (a) Point of Information. BDA's must also comply with SNO911's (<https://www.sno911.org/index.php>) detailed requirements, which include channelized, minimum of 28 channels, supporting analog, P25 Phase I (FDMA), and P25 Phase II (TDMA).

Exhibit 27

9.04.510.4.2.5 System monitoring.

- (1) The emergency responder radio enhancement system shall include automatic supervisory and trouble signals that are monitored by a supervisory service and are annunciated by the fire alarm system in accordance with NFPA 72 ((be monitored by a listed fire alarm control unit, or where approved by the fire code official, shall sound an audible signal at a constantly attended on-site location)). The following conditions shall be separately annunciated by the fire alarm system, or, if the status of each of the following conditions is individually displayed on a dedicated panel on the radio enhancement system, a single automatic supervisory signal may be annunciated on the fire alarm system indicating deficiencies of the radio enhancement system:
- (a) Loss of normal AC power supply.
 - (b) System battery charger(s) failure.
 - (c) Malfuction of the donor antenna(s).
 - (d) Failure of active RF-emitting device(s).
 - (e) Low-battery capacity at 70-percent reduction of operating capacity.
 - (f) Active system component malfunction.
 - (g) Malfuction of the communications link between the fire alarm system and the emergency responder radio enhancement system.

Exhibit 28

9.04.510.4.2.6 Additional frequencies and change of frequencies.

The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC or other radio licensing authority.

Exhibit 29

9.04.510.4.2.7 Design documents.

The fire code official shall have the authority to require “as-built” design documents and specifications for emergency responder communications coverage systems. The documents shall be in a format acceptable to the fire code official.

Exhibit 30

9.04.510.4.2.8 Radio communication antenna density.

(1) Systems shall be engineered to minimize the near-far effect. Radio enhancement system designs shall include sufficient antenna density to address reduced gain conditions.

(2) Exceptions:

- (a) Class A narrow band signal booster devices with independent AGC/ALC circuits per channel.
- (b) Systems where all portable devices within the same band use active power control features.

Exhibit 31

9.04.510.5 Installation requirements.

The installation of the public safety radio coverage system shall be in accordance with NFPA 1221 and Sections 510.5.1 through 510.5.4 510.5.5. 510.5.11.

Exhibit 32

9.04. 510.5.1 Approval prior to installation.

Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the ((fire code official)) radio system manager.

Exhibit 33

9.04. 510.5.2 Minimum qualifications of personnel.

The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

- (1) A valid FCC-issued general radiotelephone operator's license.
- (2) Certification of in-building system training issued by an approved organization or approved school, or a certificate issued by the manufacturer of the equipment being installed.

Exhibit 34

9.04.510.5.3 Acceptance test procedure.

(1) Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is in accordance with Section 510.4.1. The test procedure shall be conducted as follows:

(a) Each floor of the building shall be divided into a grid of 20 approximately equal test areas, with a maximum test area size of 6,400 square feet. Where the floor area exceeds 128,000 square feet, the floor shall be divided into as many approximately equal test areas as needed, such that no test area exceeds the maximum square footage allowed for a test area.

(b) Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for each of the test grids. A diagram of this testing shall be created for each floor where coverage is provided, indicating the testing grid used for the test in Section 510.5.3(1), and including signal strengths and frequencies for each test area. Indicate all critical areas.

(c) Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3.4 or higher. Communications between handsets shall be tested and recorded in the grid square diagram required by section 510.5.3(2): each grid square on each floor; between each critical area and a radio outside the building; between each critical area and the fire command center or fire alarm control panel; between each landing in each stairwell and the fire command center or fire alarm control panel.

(d) Failure of more than one test area 5% of the test areas on any floor shall result in failure of the test.

(2) Exception: Critical areas shall be provided with 99 percent floor area coverage.

(3) In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.

(4) A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications

system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.

(5) The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.

(6) As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.

(7) Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 510.4.1.1 and 510.4.1.2.

(8) Documentation maintained on premises. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall place a copy of the following records in the DAS enclosure or the building engineer's office. The records shall be available to the fire code official and maintained by the building owner for the life of the system:

- (a) A certification letter stating that the emergency responder radio coverage system has been installed and tested in accordance with this code, and that the system is complete and fully functional.
- (b) The grid square diagram created as part of testing in Sections 510.5.3(2) and 510.5.3(3).
- (c) Data sheets and/or manufacturer specifications for the emergency responder radio coverage system equipment; back up battery; and charging system (if utilized).
- (d) A diagram showing device locations and wiring schematic,
- (e) A copy of the electrical permit.

(9) Acceptance test reporting to fire code official. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall submit to the fire code official a report of the

acceptance test by way of the department's third-party vendor
thecomplianceengine.com.

Exhibit 35

9.04.510.5.4 FCC compliance.

The emergency responder radio coverage system installation and components shall comply with all applicable federal regulations including, but not limited to, FCC 47 CFR Part 90.219.

Exhibit 36

9.04510.5.5 Mounting of the donor antenna (s).

To maintain proper alignment with the system designed donor site, donor antennas shall be permanently affixed on the highest possible position on the building or where approved by the fire code official. A clearly visible sign shall be placed near the antenna stating, "movement or repositioning of this antenna is prohibited without approval from the fire code official." The antenna installation shall be in accordance with the applicable requirements in the International Building Code for weather protection of the building envelope.

Exhibit 37

9.04.510.5.6 Wiring.

The backbone, antenna distribution, radiating, or any fiber-optic cables shall be rated as plenum cables. The backbone cables shall be connected to the antenna distribution, radiating, or copper cables using hybrid coupler devices of a value determined by the overall design. Backbone cables shall be routed through an enclosure that matches the building's required fire-resistance rating for shafts or interior exit stairways. The connection between the backbone cable and the antenna cables shall be made within an enclosure that matches the building's fire-resistance rating for shafts or interior exit stairways, and passage of the antenna distribution cable in and out of the enclosure shall be protected as a penetration per the International Building Code.

Exhibit 38

9.04. 510.5.7 Identification Signs.

Emergency responder radio coverage systems shall be identified by an approved sign located on or near the Fire Alarm Control Panel or other approved location stating "This building is equipped with an Emergency Responder Radio Coverage System. Control Equipment located in room _____". A sign stating "Emergency Responder Radio Coverage System Equipment" shall be placed on or adjacent to the door of the room containing the main system components.

Exhibit 39

9.04.510.6 Maintenance.

The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.7.

Exhibit 40

9.04.510.6.1 Testing and proof of compliance.

The owner of the building or owner's authorized agent shall have the emergency responder radio coverage system inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following items (1) through (7):

- (1) In-building coverage test as required by the fire code official as described in Section 510.5.3 "Acceptance test procedure" or 510.6.1.1 "Alternative in-building coverage test".
- (2) Exception: Group R Occupancy annual testing is not required within dwelling units.
- (3) Signal boosters shall be tested to verify that the gain/output level is the same as it was upon initial installation and acceptance or set to optimize the performance of the system.
- (4) Backup batteries and power supplies shall be tested under load of a period of 2 hours to verify that they will properly operate during an actual power outage. If within the ((1))2-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
- (5) If a fire alarm system is present in the building, a test shall be conducted to verify that the fire alarm system is properly supervising the emergency responder communication system as required in Section 510.4.2.5. The test is performed by simulating alarms to the fire alarm control panel. The certifications in Section 510.5.2 are sufficient for the personnel performing this testing.
- (6) Other active components shall be checked to verify operation within the manufacturer's specifications.
- (7) At the conclusion of the testing, a report, which shall verify compliance with Section ((510.5.3)) 510.6.1, shall be submitted to the fire code official by way of the department's third-party vendor: Tegrifire (www.tegrifire.com)
- (8) At the conclusion of testing, a record of the inspection and maintenance along with an updated grid diagram of each floor showing tested strengths in each grid square and each critical area shall be added to the documentation maintained on the premises in accordance with Section 510.5.3.

Exhibit 41

9.04.510.6.1.1 Alternative In-building coverage test.

When the comprehensive test documentation required by Section 510.5.3 is available, or the most recent full five-year test results are available if the system is older than six years, the in-building coverage test required by the fire code official in Section 510.6.1(1), may be conducted as follows:

- (1) Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3.4 or higher. Communications between handsets in the following locations shall be tested: between the fire command center or fire alarm control panel and a location outside the building; between the fire alarm control panel and each landing in each stairwell.
- (2) Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for:
 - a. three grid areas per floor. The three grid areas to be tested on each floor are the three grid areas with poorest performance in the acceptance test or the most recent annual test, whichever is more recent; and
 - b. each of the critical areas identified in acceptance test documentation required by Section 510.5.3, or as modified by the fire code official, and
 - c. one grid square per serving antenna.
- (3) The test area boundaries shall not deviate from the areas established at the time of the acceptance test, or as modified by the fire code official. The building shall be considered to have acceptable emergency responder radio coverage when the required signal strength requirements in 510.4.1.1 and 510.4.1.2 are located in 95 percent of all areas on each floor of the building and 99 percent in Critical Areas, and any non-functional serving antenna are repaired to function within normal ranges. If the documentation of the acceptance test or most recent previous annual test results are not available or acceptable to the fire code official, the radio coverage verification testing described in 510.5.3 shall be conducted.
 - (a) Point of Information. The alternative in-building coverage test provides an alternative testing protocol for the in-building coverage test in subsection (1) of section 510.6.1. There is no change or alternative to annual testing requirements enumerated in subsections (2)-(7) of Section 510.6.1, which must be performed at the time of each annual test.

Exhibit 42

9.04.510.6.2 Additional frequencies.

The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC or other radio licensing authority. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

Exhibit 43

9.04.510.6.3 Nonpublic safety system.

Where other nonpublic safety amplification systems installed in buildings reduce the performance or cause interference with the emergency responder communications coverage system, the nonpublic safety amplification system shall be corrected or removed.

Exhibit 44

9.04.510.6.4 Field testing.

Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage or to disable a system that due to malfunction or poor maintenance has the potential to impact the emergency responder radio system in the region.

Exhibit 45

~~9.04.601 International Fire Code Section 601.2, Permits, amended.~~

~~Solar photovoltaic power systems permit is added. Section 601.2 is amended by adding: A construction permit is required to install or modify Solar photovoltaic power systems as set forth in Section 105.7.~~

Exhibit 46

~~9.04.605 International Fire Code Section 605, Electrical equipment, amended to add 605.11.~~

~~Section 605.11 added—Solar Photovoltaic Power Systems:~~

~~605.11 Solar Photovoltaic Power Systems. Solar photovoltaic power systems shall be installed in accordance with this code, the International Building Code and NFPA 70.~~

~~605.11.1 Marking. Marking is required on all interior and exterior dc conduit, enclosures, raceways, cable assemblies, junction boxes, combiner boxes, and disconnects.~~

~~605.11.1.1 Materials. The materials used for marking shall be reflective, weather resistant and suitable for the environment. Marking as required in sections 605.11.1.2 through 605.11.1.4 shall have all letters capitalized with a minimum height of 3/8 inch (9.5 mm) white on red background.~~

~~605.11.1.2 Marking content. The marking shall contain the words WARNING: PHOTOVOLTAIC POWER SOURCE.~~

~~605.11.1.3 Main service disconnect. The marking shall be placed adjacent to the main service disconnect in a location clearly visible from the location where the disconnect is operated.~~

~~605.11.1.4 Location of Marking. Marking shall be placed on all interior and exterior dc conduit, raceways, enclosures and cable assemblies every 10 feet (3,048 mm) within 1 foot (305 mm) of all turns or bends and within 1 foot (305 mm) above and below all penetrations of roof/ceiling assemblies and all walls and /or barriers.~~

~~605.11.2 Locations of DC conductors. Conduit, wiring systems, and raceways for photovoltaic circuits shall be located as close as possible to the ridge or hip or valley and from the hip or valley as directly as possible to an outside wall to reduce trip hazards and maximize ventilation opportunities. Conduit runs between sub arrays and to DC combiner boxes shall be installed in a manner that minimizes total amount of conduit on the roof by taking the shortest path from the array to the DC combiner box. The DC combiner boxes shall be located such that conduit runs are minimized in the pathways between arrays. DC wiring shall be installed in metallic conduit or raceways when located within enclosed spaces in a building. Conduit shall run along the bottom of load bearing members.~~

~~605.11.3 Access and pathways. Roof access, pathways, and spacing requirements shall be provided in order to ensure access to the roof; provide pathways to specific~~

~~areas of the roof; provide for smoke ventilation operations; and to provide emergency egress from the roof.~~

~~Exceptions:~~

~~1. Requirements relating to ridge, hip, and valleys do not apply to roof slopes of two units vertical in twelve units horizontal (2:12) or less.~~

~~2. Residential structures shall be designed so that each array is no greater than 150 feet (45,720 mm) by 150 feet (45,720 mm) in either axis.~~

~~3. The fire chief may allow panels/modules to be located up to the ridge when an alternative ventilation method acceptable to the fire chief has been provided or where the fire chief has determined vertical ventilation techniques will not be employed.~~

~~605.11.3.1 Roof access points. Roof access points shall be defined as an area that does not place ground ladders over openings such as windows or doors, and are located at strong points of building construction in locations where the access point does not conflict with overhead obstructions such as tree limbs, wires, or signs.~~

~~605.11.3.2 Residential systems for one and two family residential dwellings. Access shall be provided in accordance with Sections 605.11.3.2.1 through 605.11.3.2.4.~~

~~605.11.3.2.1 Access required Residential. Panels /modules shall be located in a manner that provides a minimum of two separate 3 foot (914 mm) wide clear access pathways from the eave to the ridge on each roof. The access pathways shall be located at structurally strong locations on the building capable of supporting the live load of fire fighters accessing the roof.~~

~~605.11.3.2.2 Residential buildings with a single ridge. Panels/modules shall be permitted to be located up to the ridge on one roof slope only, with the other slope accessible and suitable for ventilation up to the ridge or alternative method approved by AHJ.~~

~~605.11.3.2.3 Residential buildings with multiple ridges, hips or valleys: Panels/modules shall be located no closer than 18 inches (457 mm) to a ridge, hip or a valley if panels/modules are to be placed on both sides of a ridge, hip or valley. If the panels are to be located on only one side of a ridge, hip or valley then the panels shall be permitted to be placed directly adjacent to the ridge, hip or valley.~~

~~605.11.3.2.4 Smoke Ventilation. Panels/modules shall be located such that one side of each ridge shall have not less than 4 feet (1,290 mm) of clear space immediately below the ridge available to allow for fire department smoke ventilation operations.~~

~~605.11.3.3 All other occupancies. Access shall be provided in accordance with Sections 605.11.3.3.1 through 605.11.3.3.3.~~

~~Exception: Where it is determined by the fire code official that the roof configuration is similar to a one or two family dwelling, the fire code official may approve the residential access and ventilation requirements provided in 605.11.3.2.1 through 605.11.3.2.4.~~

~~605.11.3.3.1 Access. There shall be a minimum 6 foot (1,829 mm) wide clear perimeter around the edges of the roof.~~

~~Exception: If either axis of the building is 250 feet (76,200 mm) or less, there shall be a minimum 4 foot (1,290 mm) wide clear perimeter around the edges of the roof or alternative method approved by AHJ.~~

~~605.11.3.3.2 Pathways. The solar installation shall be designed to provide designated pathways. The pathways shall meet the following requirements:~~

- ~~1. The pathway shall be over areas capable of supporting the live load of fire fighters accessing the roof.~~
- ~~2. The center line axis pathways shall be provided in both axis of the roof. Center line axis pathways shall run where the roof structure is capable of supporting the live load of firefighters accessing the roof.~~
- ~~3. Shall be straight line not less than 4 feet (1290 mm) clear to skylights and/or ventilation hatches.~~
- ~~4. Shall be straight line not less than 4 feet (1,290 mm) clear to roof standpipes.~~
- ~~5. Shall provide not less than 4 feet (1,290 mm) clear around roof access hatch with at least one not less than 4 feet (1,290 mm) clear pathway to parapet or roof edge.~~

~~605.11.3.3.3 Smoke Ventilation. The solar installation shall be designed to meet the following requirements:~~

- ~~1. Arrays shall be no greater than 150 feet (45,720 mm) by 150 feet (45,720 mm) in distance in either axis in order to create opportunities for smoke ventilation operations.~~
- ~~2. Smoke ventilation options between array sections shall be one of the following:
 - ~~2.1. A pathway 8 feet (2,438 mm) or greater in width;~~
 - ~~2.2. A 4 feet (1,290 mm) or greater in width pathway and bordering roof skylights or smoke and heat vents;~~~~

~~2.3. A 4 feet (1,290 mm) or greater in width pathway and bordering 4 foot (1,290 mm) x 8 foot (2,438 mm) "venting cutouts" every 20 feet (6,096 mm) on alternating sides of the pathway.~~

~~605.11.4 Ground mounted photovoltaic arrays. Ground mounted photovoltaic arrays shall comply with Sections 605.11 through 605.11.2 and this section. Setback requirements do not apply to ground mounted, free standing photovoltaic arrays, except as provided in Chapter 22C MMC. A clear brush area of 10 feet (3,048 mm) is required for ground mounted photovoltaic arrays.~~

Exhibit 47

9.04.901.4.6 International Fire Code Section 901.4.6 amended - Pump and riser room size.

IFC Section 901.4.6, Pump and riser room size, is amended to read as follows:

Where provided, fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation. Shall be located on an outside wall at grade, with direct exterior access. This room shall contain sprinkler control valves, sprinkler backflow assembly, fire pump and associated components and the fire alarm control panel(s). The room will be defined by the manufacturer, with sufficient working space around the stationary equipment. Such rooms shall be of a size that will allow a minimum of 36-inch clearance around all portions of the fire pump assembly, sprinkler backflow assembly, and in front of the fire alarm panel(s). All risers shall have a minimum of 36" clear space at the front and 18" on the remaining sides. To allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

Exhibit 48

9.04.901.6.3 International Fire Code Section 901.6.3 amended to add 901.6.3.2.

901.6.3.2. Annual confidence test reports for fire alarm and sprinkler systems and semi-annual inspection test reports for commercial hood suppression systems shall be submitted to the Department of Fire Prevention by the method approved by the fire code official within 14 days of the test/inspection date.

Exhibit 49

9.04.901.7 International Fire Code Section 901.7 amended to add 901.7.7: Systems out of service.

A. For the first 48 hours, the owner may provide a competent adult to serve as a fire watch. After the initial 48 hours, the fire watch must be provided by a licensed and bonded private security company until the system is returned to full service. The owner must furnish the fire marshal with the name and contact information of the competent adult and/or security company within eight hours of implementing a fire watch.

B. Upon completion of work on a new or modified fire alarm system, it shall be pre-tested by the installing technician and an acceptance test shall be performed in the presence of fire prevention personnel. Final testing will only be scheduled when acceptance testing form and communication report is received by the fire department. The request for the acceptance test shall be made via the fire departments inspection line within 24 hours after the completion of the work or will be subject to a code enforcement action.

Exhibit 50

9.04.903.2.1 International Fire Code Section 903.2.1 amended – Sprinkler systems – Group A occupancies.

Section 903.2.1.1 Item 1. Replace 12,000 with 85,000.

Section 903.2.1.3 Item 1. Replace 12,000 with 85,000.

Section 903.2.1.4 Item 1. Replace 12,000 with 85,000.

Exhibit 51

9.04.903.2.3 International Fire Code Section 903.2.3, amended – Sprinkler systems – Group E, occupancies.

An automatic sprinkler system shall be provided for Group E Occupancies. Delete items 1 and 2, and the Exceptions, and replace them with the following:

Exceptions:

1. Portable school classrooms, provided aggregate area of any cluster or portion of a cluster of portable school classrooms does not exceed 5,000 square feet; and clusters of portable school classrooms shall be separated as required by the building code.
2. Group E Occupancies with an occupant load of 50 or less, calculated in accordance with table 1004.1.1.

Exhibit 52

9.04.903.2.4 International Fire Code Section 903.2.4, amended – Sprinkler systems – Group F-1 occupancies.

Section 903.2.4 Item 1. Replace 12,000 with 85,000.

Section 903.2.4 Item 3. Replace 24,000 with 85,000.

Section 903.2.4 Add Item 5. Where a Group F-2 fire area exceeds 85,000square feet.

Exhibit 53

9.04.903.2.7 International Fire Code Section 903.2.7 amended – Sprinkler systems – Group M and B occupancies.

Section 903.2.7 Item 1. Add B after M and change 12,000 to ~~8~~5,000.

Section 903.2.7 Item 2. Add B after M.

Section 903.2.7 Item 3. Add B after M and change 24,000 to ~~8~~5,000.

Exhibit 54

9.04.903.2.9 International Fire Code Section 903.2.9 and 903.2.10 amended – Sprinkler systems – Group S occupancies.

Section 903.2.9 is hereby enacted and added to the International Fire Code as previously enacted and amended by the city reading as follows:

Section 903.2.9 Group S Occupancies. An automatic sprinkler system shall be installed throughout all Group S occupancies that have 85,000 square feet or more of fire area.

Section 903.2.9, add Item 56: "In all Group S-1 mini-storage occupancies."

Section 903.2.9.1, add Item 5: "Repair garages where the use of open flame or welding is conducted with a fire area exceeding 3,000 square feet."

Replace all occurrences of "S-1" with "S."

Section 903.2.9 Item 1. Replace 12,000 with 85,000.

Section 903.2.9 Item 3. Replace 24,000 with 85,000.

Section 903.2.9, add Item 5: "In all Group S-1 mini-storage occupancies."

Section 903.2.9.1 Item 1. Replace 10,000 with 85,000.

Section 903.2.9.1 Item 2. Replace 12,000 with 85,000.

Section 903.2.9.1 add Item 5: "Repair garages where the use of open flame or welding is conducted with a fire area exceeding 3,000 square feet."

Section 903.2.9.2 Replace 20,000 cubic feet (566 m³) with 85,000 cubic feet (142 m³).

Exhibit 55

9.04.907.1.3.1 International Fire Code Fire 907.1.3 Equipment is amended to add 907.1.3.1 alarm control panels.

A. Fire alarm control panels (FACP) shall comply with the provisions of NFPA 72 and Marysville's fire alarm standard. Only fire alarm components shall be connected to the fire alarm control panel.

There shall be only one FACP allowed per building unless otherwise approved by the fire code official.

B. Systems and their components shall be listed and approved for the purpose for which they are installed. All new fire alarm systems shall be addressable and each device shall have its own address that shall annunciate to an approved central station.

Exhibit 56

9.04.907.6 International Fire Section 907.6.6.3 amended to add Fire alarm communication methods.

All means of communication between the FACP and the central station shall be of a method approved by the fire marshal and be provided with a minimum of 24 hours standby power. Only components that are serviceable by a fire alarm technician shall be part of the means of communication located on the protected premises. The fire marshal shall maintain a list of approved communication means. Refer to fire alarm standards.

Exhibit 57

9.04.913.2 International Fire Section 913.2, Protection against interruption of service, is amended to read as follows.

The fire pump, driver and controller shall be protected in accordance with NFPA 20 against possible interruption of service through damage caused by explosion, fire, flood, earthquake, rodents, insects, windstorm, freezing, vandalism and other adverse conditions. Only diesel fueled generators will be accepted for use to guard against interruption.

Exhibit 58

9.04.1008.3 Emergency power for illumination.

Section 1008.3.1 through 1008.3.3 of the 2018 International Building Code is amended in part to read as follows: In the event of power failure all areas noted in these code sections are to have emergency lighting regardless of the number of exits. In addition, all offices, restrooms of any size, and habitable spaces are to be provided with emergency lighting.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Purchase Order

AGENDA SECTION: **New Business**

SUBJECT: Purchase Order – 2023 Peterbilt 536 Container Delivery Truck

SUGGESTED ACTION:

I move to authorize the Mayor to execute the purchase order with Dobbs Peterbilt in the amount of \$191,844.23 for procurement of a 2023 Peterbilt 536 Container Delivery Truck.

SUMMARY:

The Solid Waste budget was appropriated funds for the purchase of a new container delivery truck. The City is a member of Sourcewell Cooperative Purchasing, where staff obtained a quote for this equipment purchase using Contract #060920-PMC.

ATTACHMENTS:
[2023 Container Delivery Truck_Attachment.pdf](#)



FLEET SERVICES DIVISION
 80 Columbia Ave.
 Marysville, WA 98270
 (360) 363-8250
 (360) 651-5524 Fax

#5074
 FLEET ADDITION

Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F No 15754**

TO: DOBBS PETERBILT
 2800-136th AVE COURT EAST
 SUMNER, WA 98390
 ATTENTION: STU FOX 206-730-6739

DATE 12-14-2022	ACCT. CODE 50100048.564000	ORDER NO.
SHIP TO CITY OF MARYSVILLE - FLEET SERVICES 80-COLUMBIA AVE MARYSVILLE, WA 98270		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
BOB SCOTT	1-20-2022		DRIVER	#192,194.95	5074/FLEET ADD

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
1			2023 PETERBILT 536 / STELLER ECCR CONTAINER DELIVERY TRUCK WITH ALL OPTIONS STATED AS PER QUOTE DATED 8-16-2022 AND AS PER SOURCEWELL CONTRACT #060920-PMC-PETERBILT METERS	175360.36	175360.36	16834.59	192,194.95		
						16,483.87			
TOTAL INVOICE AMOUNT							<u>\$192,194.95</u>		
							adjusted total	\$191,844.23	

NOTES: FLEET ADDITION AS PER 2023-2024 BUDGET
 * NOTE: PLEASE RETURN ALL SIGNED ORIGINALS TO FLEET SERVICES *

X

AUTHORIZED BY: _____

RECEIVED BY: _____



DOBBS PETERBILT

August 16, 2022

Mr. Bob Scott
Shop Foreman
Public Works Department
City of Marysville
80 Columbia Ave
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-PMC-PETERBILT MOTORS.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One Peterbilt 536 / Stellar ECCR Container Delivery Truck for a per Sourcewell Contract #060920-PMC.

Following, please find the breakdown of the base prices and options:

-2023 Peterbilt 536 Chassis per the City of Marysville Specifications. List price \$125,536.00 minus 16% discount - \$20,085.76 = \$105,450.24. Please see backup attached.	\$ 105,450.24
-Floorplan or interest cost of 180 days at \$11.50 per day or \$2,700.00 .	<u>\$ 2,700.00</u>
-Sub Total	<u>\$107,520.00</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2023 Stellar ECCR Container delivery body per the City of Marysville specifications. Please see backup attached.	\$ 67,840.36
-Freight from Stellar Industries to Marysville.	<u>\$ Included</u>
-Sub Total body	<u>\$ 67,840.00</u>
-Subtotal Per unit	\$175,360.36
-Washington State Sales Tax (9.6%) (9.4%)	\$16,483.87 \$ 16,834.59
-Total	\$191,844.23 \$192,194.95

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

23501 E Knox Ave
Liberty Lake, WA
99109
(509) 535-4241
FAX: (509) 536-3949

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Dobbs Peterbilt



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Purchase Order

AGENDA SECTION: **New Business**

SUBJECT: Purchase Order - 2023 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck

SUGGESTED ACTION:

I move to authorize the Mayor to execute the purchase order with Dobbs Peterbilt in the amount of \$439,112.35 for procurement of a 2023 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck.

SUMMARY:

The Solid Waste budget was appropriated funds for the purchase of a new residential refuse truck and related Curotto can, necessary due to the age and condition of existing assets. The City is a member of Sourcewell Cooperative Purchasing, where staff obtained a quote for this equipment purchase using Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

ATTACHMENTS:
[2023 Refuse Truck_Attachment.pdf](#)



FLEET SERVICES DIVISION
 80 Columbia Ave.
 Marysville, WA 98270
 (360) 363-8250
 (360) 651-5524 Fax

#J072
 FLEET ADDITION

Purchase Order 279

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F_ NO 15753**

TO: DOBBS PETERBILT
2900-136th AVE COURT EAST
SUMNER, WA 98390
 ATTENTION: STU FOX 206-730-6739

DATE 12-14-2022	ACCT. CODE 50100048.564000	ORDER NO.
SHIP TO CITY OF MARYSVILLE - FLEET SERVICES 80-COLUMBIA AVE MARYSVILLE, WA 98270		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
BOB SCOTT	AUGUST 2023		DRIVER	\$439,513.73	J072/FLEET ADD

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
1			2023 AUTOCAR ACX/LABRIE WITTKER RESIDENTIAL FRONT LOAD REFUSE TRUCK AS PER CITY OF MARYSVILLE SPECIFICATIONS AS PER QUOTE DATED 12-9-2021 AND AS PER SOURCEWELL CONTRACTS #060920-ATC-AUTOCAR AND #091219-LEG-LABRIE	401,382.40	401,382.40	38,131.33 37,729.95	439,513.73		
TOTAL INVOICE AMOUNT							\$439,513.73		
							adjusted total	\$439,112.35	

NOTES: FLEET ADDITION AS PER 2023-2024 BUDGET
 * NOTE: PLEASE RETURN ALL SIGNED ORIGINALS TO FLEET SERVICES *

X

AUTHORIZED BY: _____

RECEIVED BY: _____



DOBBS PETERBILT

December 9, 2021

Mr. Bob Scott
Shop Foreman
Public Works Department
City of Marysville
80 Columbia Ave
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-ATC-AUTOCAR
CONTRACT # LABRIE #091219-LEG-Labrie.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One or more Dual Sit Down Drive Residential Front Loading Trucks for a per Sourcewell Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

Following, please find the breakdown of the base prices and options:

-2023 Autocar ACX64 Residential Front Loader Chassis per the City of Marysville Specifications. Please see backup attached	\$ 221,141.60
-Floorplan or interest cost of 240 days at \$25.27 per day or \$6,065.61.	<u>\$ Included in base</u>
-Sub Total	<u>\$221,141.60</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2022 Labrie Wittke Residential Front Loader per the City of Marysville specifications. Per Labrie Sourcewell Contract. Please see backup attached.	\$ 153,624.80
-Labrie Surcharge	\$ 12,000.00
-Panoramic Style Triple Camera System, Colored Monitor, Tailgate Hopper, Streetside Mirror.	\$ 5,176.00
-SWS Heavy Duty Cradle Upgrade for Corrotto Can.	\$ 1,460.00
-Body PDI.	\$ 1,760.00
-Freight from Mexico Plant to San Luis AZ.	\$ 350.00

-Freight from San Luis, AZ to Marysville.	\$	<u>5,870.00</u>	
-Sub Total body			<u>\$180,240.80</u>
-Subtotal Per unit			\$401,382.40
-Washington State Sales Tax (9.5%) 9.4%		\$37,729.95	\$ 38,131.33
-Total		\$439,112.35	\$439,513.73 =====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines FOB City of Marysville. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
 Director of Refuse Sales
 Dobbs Peterbilt



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 3, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Purchase Order Authorization with King County Directors Association & Contract for the Jennings Nature Park Playground Replacement

SUGGESTED ACTION: I move to authorize the Mayor to execute a purchase order to the King County Directors Association in the amount of \$492,590.49 and a contract with AllPlay Systems, LLC for the replacement of playground equipment at Jennings Nature Park, and to approve a management reserve of \$49,259.05 for a total allocation of \$541,849.54.

SUMMARY:

This action authorizes the purchase and installation of new playground equipment to replace the existing equipment at Jennings Nature Park. This purchase is made through the City's intergovernmental cooperative purchase agreement with the King County Directors Association (KCDA) Contract #22315.

Proposals were solicited from all six playground equipment installers available under the KCDA Contract. Five of the firms submitted between 1-3 proposals for a total of 9. Parks staff reviewed the proposals and selected AllPlay Systems as the preferred proposal based on the number of play features provided for both 2-5 year old and 5-12 year old children within the \$500,000 budget, the vertical appearance of the play structures to be more attractive when viewed from 64th Street NE (SR 528), and the overall aesthetic of the features.

The City's contract with AllPlay Systems supplements KCDA Contract #22-315 with AllPlay Systems, to ensure additional City-required terms. AllPlay Systems quote dated October 28, 2022 in the amount of \$492,590.49 (including WSST) includes the following:

- The removal and disposal of the existing playground equipment,
- The installation of two new playground structures, one for 2-5 year olds and one for 5-12 year olds and swing set with both infant and typical belt swings, and
- The installation of ADA compliant playground surfacing tiles with all necessary subgrade preparation.

Staff also request approval of a 10% management reserve, or \$49,259.05, for a total allocation of \$541,849.54.

ATTACHMENTS:

[KCDA Purchase Order.pdf](#)

[Allplay_Jennings Nature Park 2022.pdf](#)

Custom

Subtotal	\$450,265.53
Tax 9.4%	\$42,324.96
Total	\$492,590.49

Payment terms: 50% down, balance due Net 30 upon delivery. The customer is responsible for final quantity count and the unloading of freight at site. The customer must report all freight damage and missing items within 2 business days of delivery of items.

Written approval must be received prior to order initiation. By signing, dating, and returning this document, the customer accepts these terms and authorizes Allplay Systems, LLC to order the items as listed above.

Customer Signature: _____

Date: _____

JENNINGS NATURE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
12	7/6	0	9/4	3/3

RH5

FOR KIDS

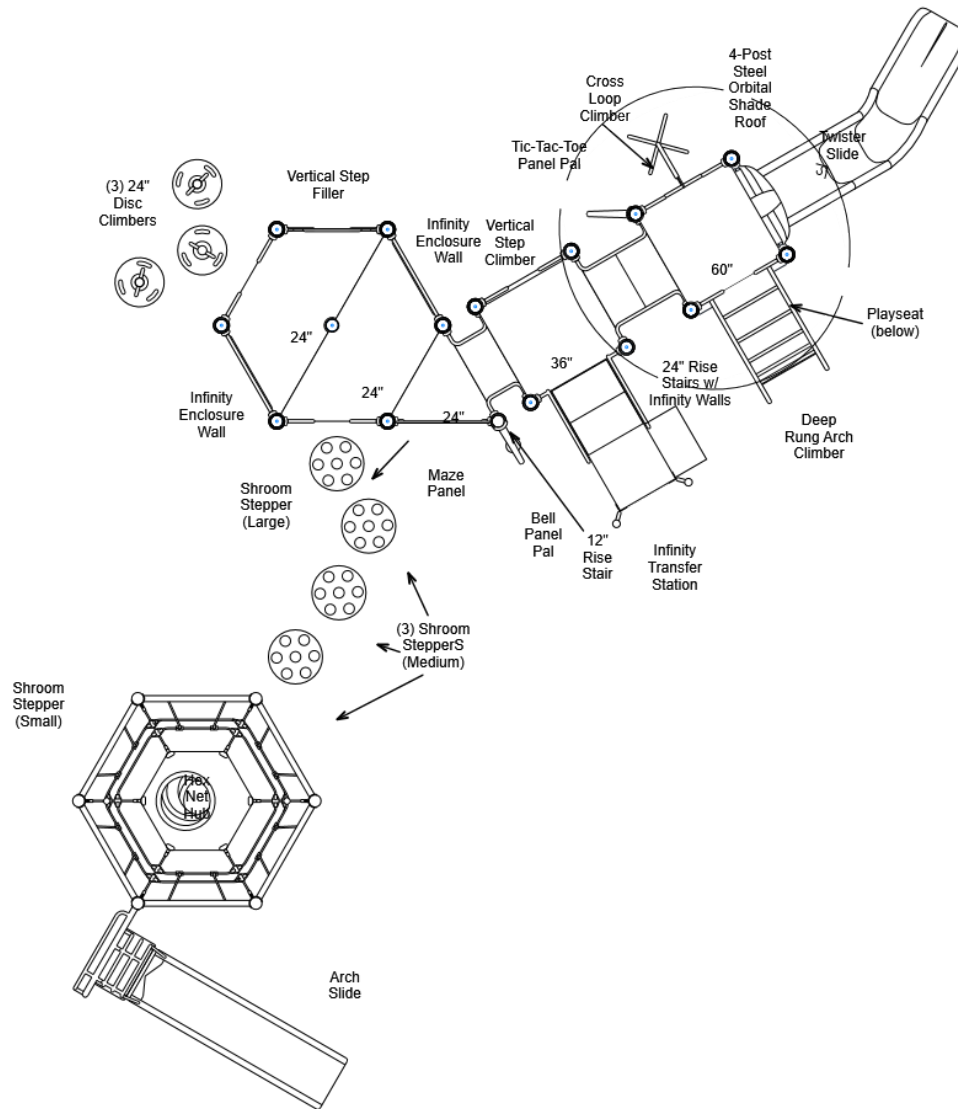
AGES

5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: NF5D322BA
 PROJECT#: APS22575A3A
 DATE: 11/8/2022

MIN. USE ZONE: 44' x 51'

PLAYCRAFT REP:
AllPlay Systems

JENNINGS NATURE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
12	7/6	0	9/4	3/3

RH5

FOR KIDS

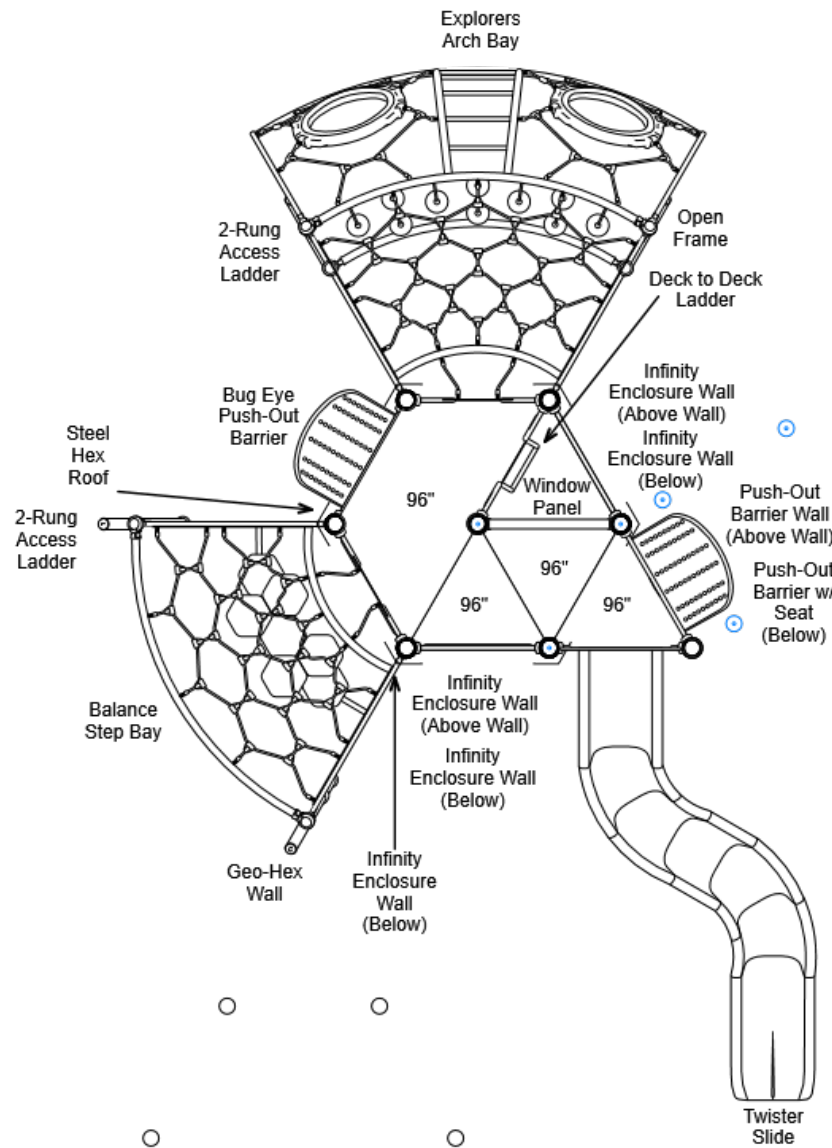
AGES

5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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STRUCTURE#: NF5D322BA
 PROJECT#: APS22575A3A
 DATE: 11/8/2022

MIN. USE ZONE: 44' x 51'

PLAYCRAFT REP:
AllPlay Systems

JENNINGS NATURE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
18	16/9	5	11/0	3/3

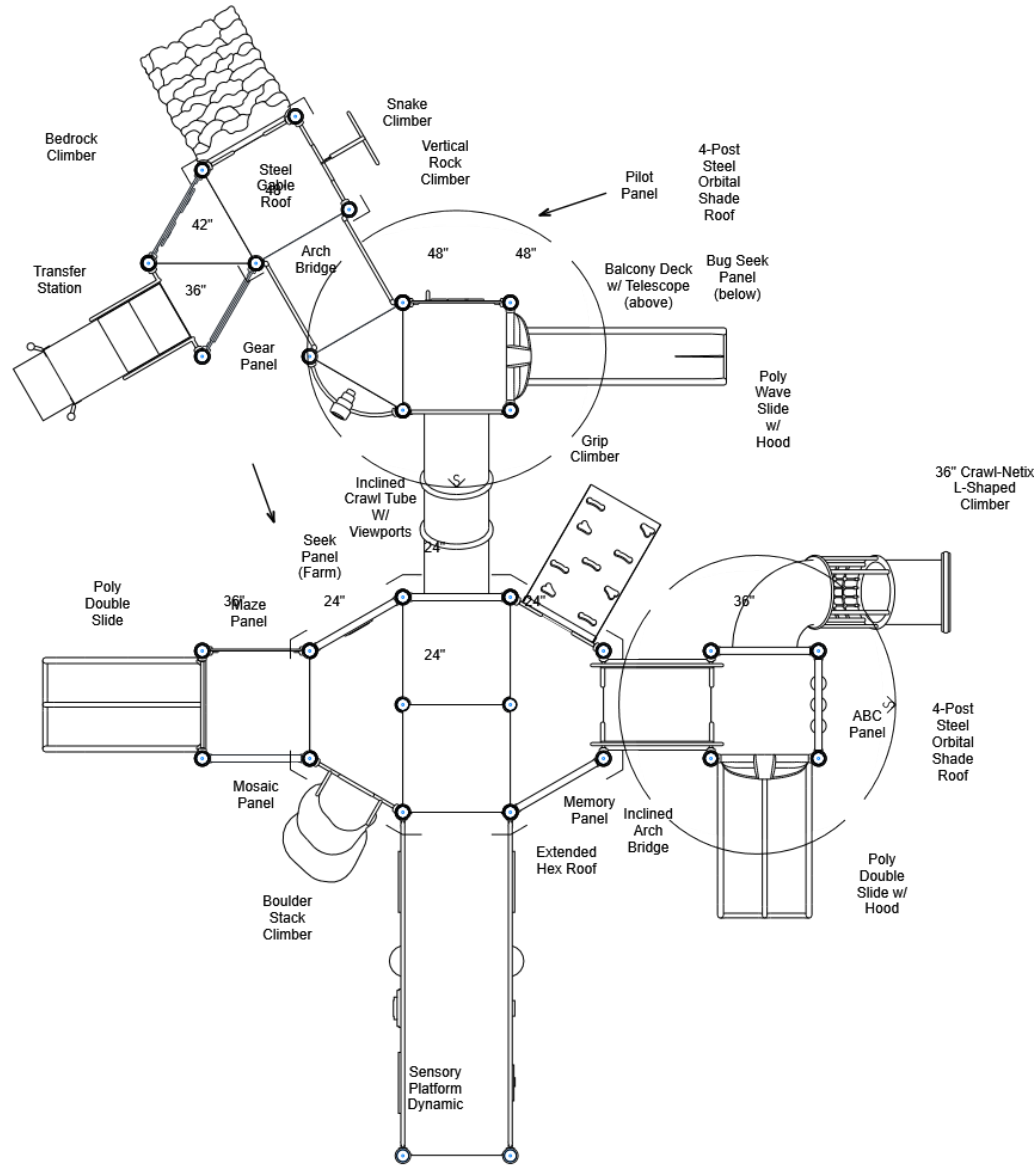
R5

FOR KIDS
AGES
2-5

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50770D9A
PROJECT#: APS22575A3A
DATE: 11/8/2022

MIN. USE ZONE: 45' x 53'

PLAYCRAFT REP:
AllPlay Systems

**JENNINGS NATURE PARK
TOP VIEW**

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

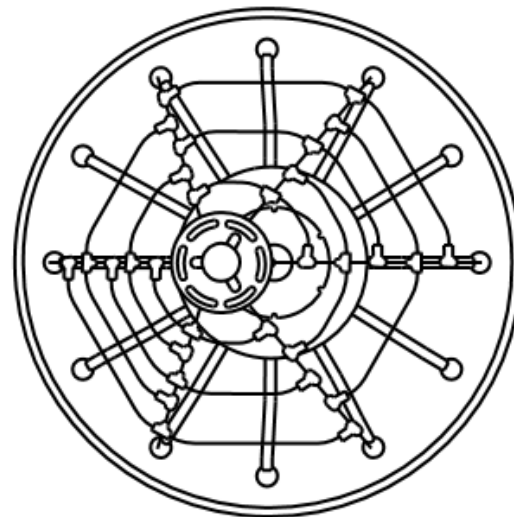
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PC 2476
SPIN MAX
TOWER

STRUCTURE#: FREPC2476
PROJECT#: APS22575A3A
DATE: 11/8/2022

MIN. USE ZONE: 19' x 19'

PLAYCRAFT REP:
AllPlay Systems

JENNINGS NATURE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

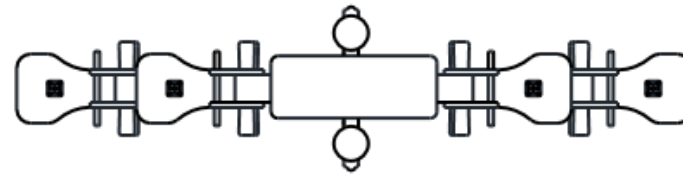
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PC 1920
Spring
Seesaw

STRUCTURE#: FREPC2478
PROJECT#: APS22575A3A
DATE: 11/8/2022

MIN. USE ZONE: 21' x 14'

PLAYCRAFT REP:
AllPlay Systems

JENNINGS NATURE PARK

SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
29	14/7	0/7	20/10	12/5

R5

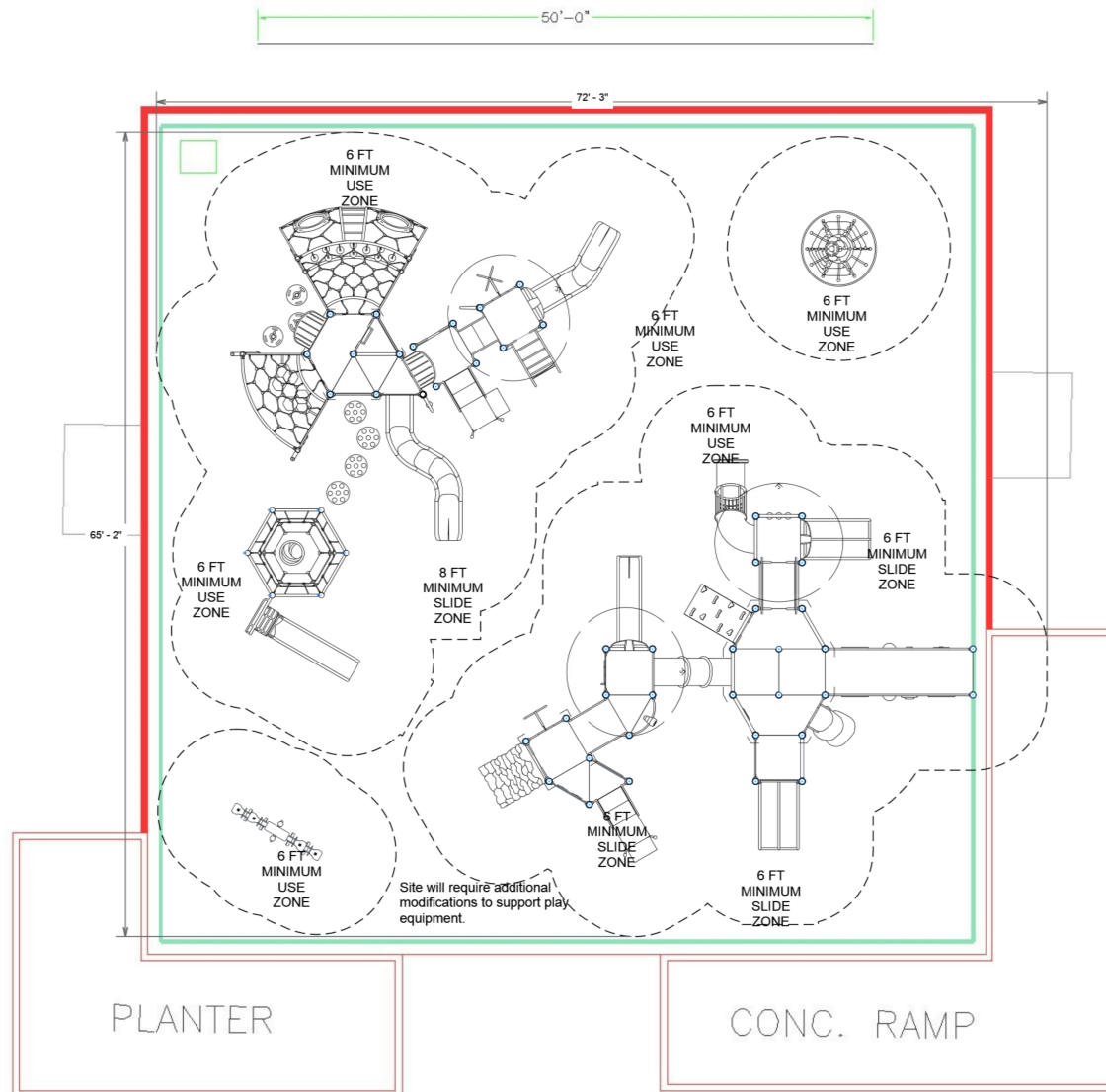
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: APS22575A3A
DATE: 11/8/2022

MIN. USE ZONE: 73' x 66'

PLAYCRAFT REP:
AllPlay Systems

1-08.9(1) – Value of Liquidated Damages

(November 23, 2022 Marysville SP)

Section 1-08.9 of the most recent version of the Standard Specifications for Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation is supplemented with the following.

The value of any liquidated damages is calculated according to the following formula.

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

Where:

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

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and AllPlay Systems, a limited liability corporation, organized under the laws of the state of Washington, located and doing business at PO Box 1886, Sequim, WA 98382 (the “Contractor”).

WHEREAS, the City desires the purchase and install of new playground equipment that replaces the existing equipment at Jennings Nature Park; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

WHEREAS, procurement for this project was accomplished through the King County Directors’ Association (KCDA) and the parties will follow certain KCDA procedures; and

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Jennings Nature Park Playground Replacement Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than 60 working days following delivery of the new playground equipment to either the City or the contractor. Working days are administered consistent with the current version of the Washington State Department of Transportation's

Standard Specifications for Road, Bridge, and Municipal Construction on full execution of this contract.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.
- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed four hundred ninety two thousand five hundred ninety dollars and forty nine cents (\$492,590.49) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will provide a purchase order to KCDA to initiate this project. The Contractor will invoice to KCDA and the City will submit payment to KCDA. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City and KCDA. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor through KCDA within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to

pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the most recent edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference and includes supplemental Section 1-08.9(1) included in Exhibit B. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until

settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor’s Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor’s risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor’s waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by

the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials) _____ (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

m. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the required insurance shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Additional Responsibilities of the Contractor.

a. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

b. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

c. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

d. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

e. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City’s Contract Representative, Jeramie Roth, and shall be administered for the Contractor by the Contractor’s Contract Representative, Eric Arneson. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jeramie Roth, Parks Maintenance Supervisor
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

To Contractor: Jeff Hansen
AllPlay Systems, LLC
PO Box 1886
Sequim, WA 98383

18. Conflict and Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall

not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

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

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

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

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents

Custom

Subtotal	\$450,265.53
Tax 9.4%	\$42,324.96
Total	\$492,590.49

Payment terms: 50% down, balance due Net 30 upon delivery. The customer is responsible for final quantity count and the unloading of freight at site. The customer must report all freight damage and missing items within 2 business days of delivery of items.

Written approval must be received prior to order initiation. By signing, dating, and returning this document, the customer accepts these terms and authorizes Allplay Systems, LLC to order the items as listed above.

Customer Signature: _____

Date: _____

JENNINGS NATURE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
12	7/6	0	9/4	3/3

RH5

FOR KIDS

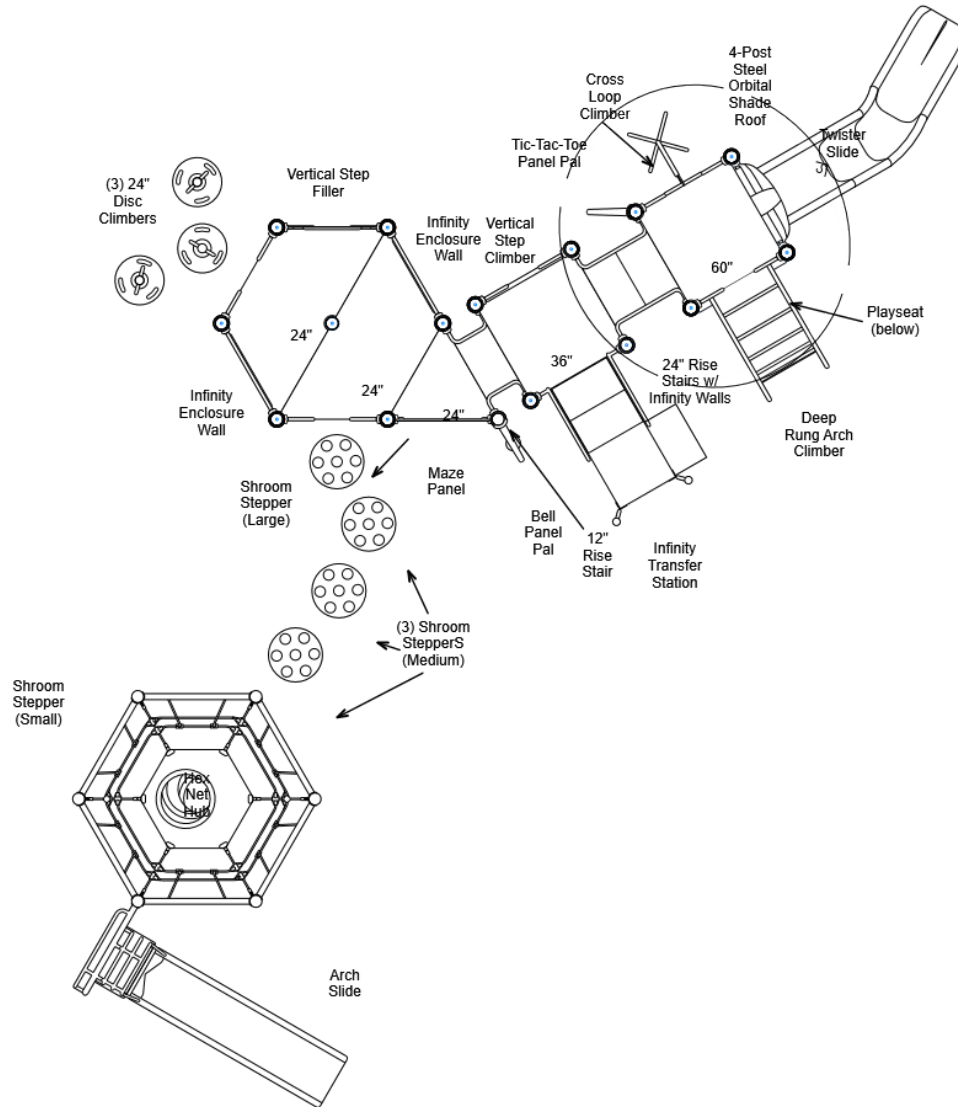
AGES

5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: NF5D322BA
 PROJECT#: APS22575A3A
 DATE: 11/8/2022

MIN. USE ZONE: 44' x 51'

PLAYCRAFT REP:
AllPlay Systems

JENNINGS NATURE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
12	7/6	0	9/4	3/3

RH5

FOR KIDS

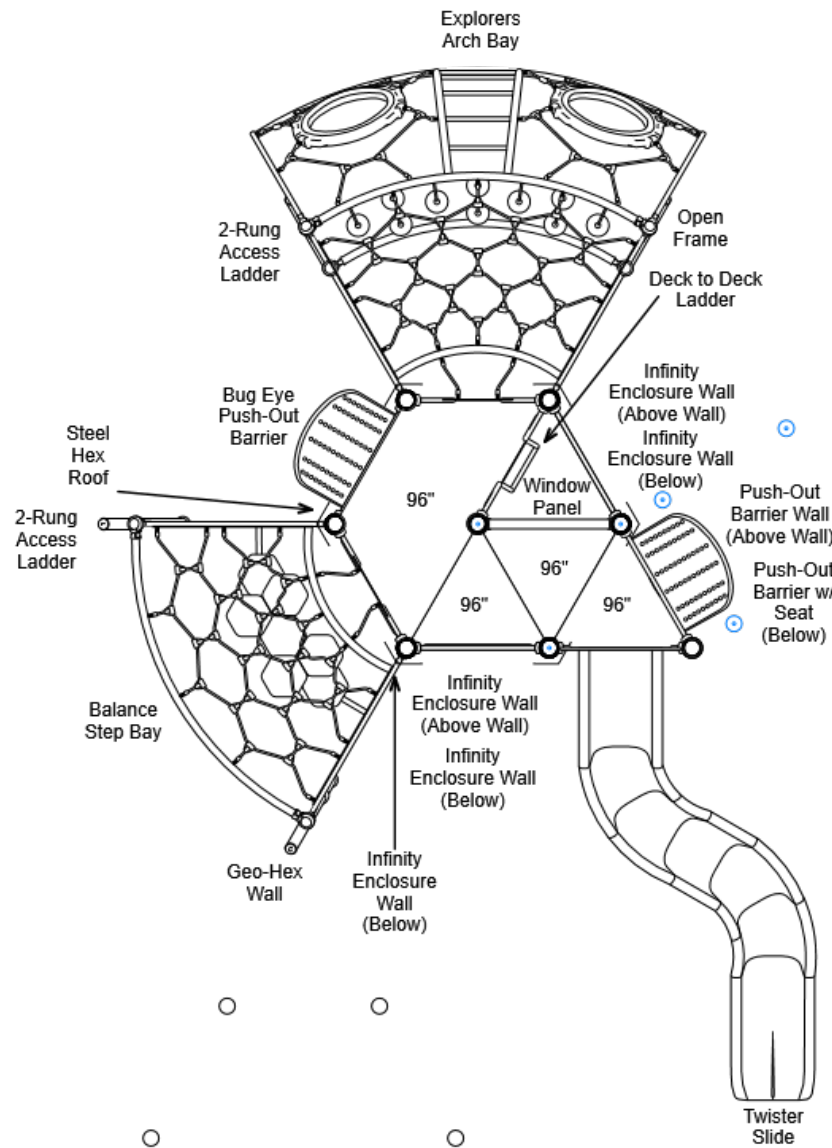
AGES

5-12

GENERAL NOTES:

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STRUCTURE#: NF5D322BA
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MIN. USE ZONE: 44' x 51'

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AllPlay Systems

JENNINGS NATURE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
18	16/9	5	11/0	3/3

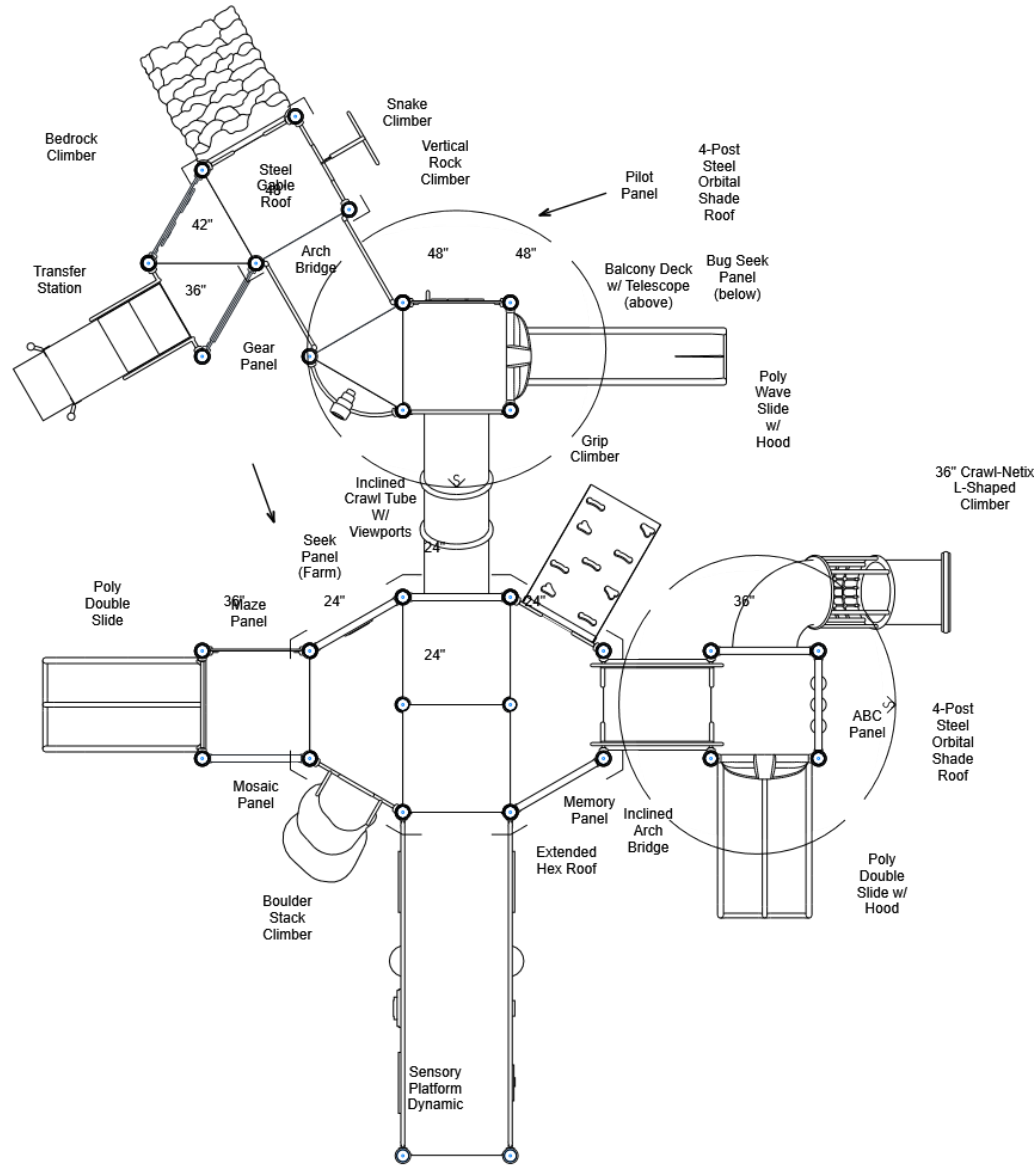
R5

FOR KIDS
AGES
2-5

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50770D9A
PROJECT#: APS22575A3A
DATE: 11/8/2022

MIN. USE ZONE: 45' x 53'

PLAYCRAFT REP:
AllPlay Systems

**JENNINGS NATURE PARK
TOP VIEW**

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

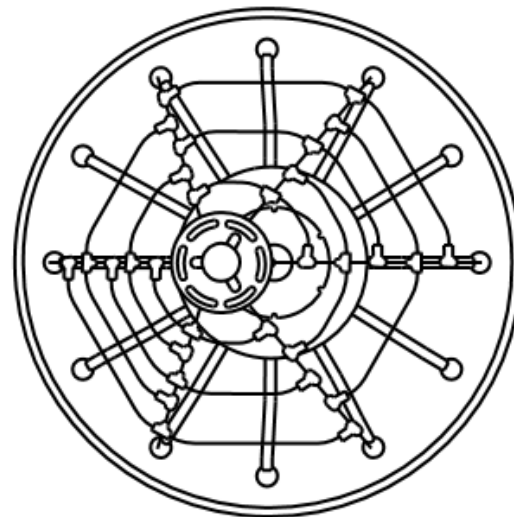
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PC 2476
SPIN MAX
TOWER

STRUCTURE#: FREPC2476
PROJECT#: APS22575A3A
DATE: 11/8/2022

MIN. USE ZONE: 19' x 19'

PLAYCRAFT REP:
AllPlay Systems

JENNINGS NATURE PARK

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

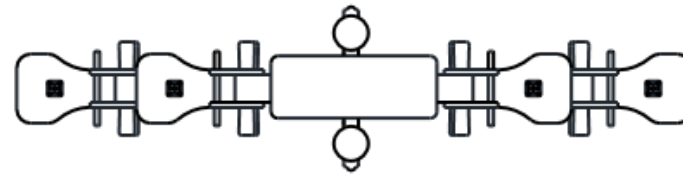
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PC 1920
Spring
Seesaw

STRUCTURE#: FREPC2478
PROJECT#: APS22575A3A
DATE: 11/8/2022

MIN. USE ZONE: 21' x 14'

PLAYCRAFT REP:
AllPlay Systems

JENNINGS NATURE PARK

SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
29	14/7	0/7	20/10	12/5

R5

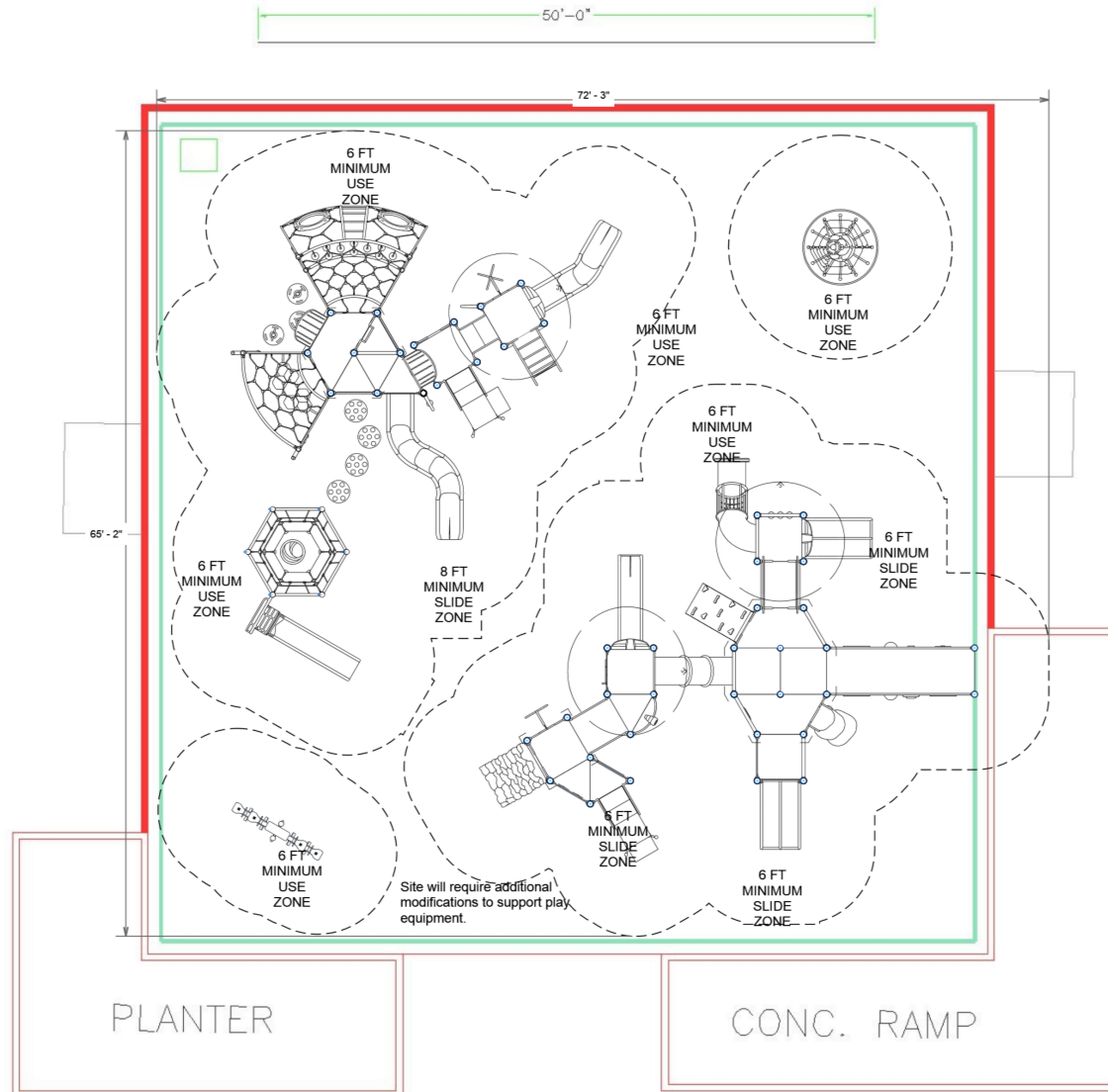
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: APS22575A3A
DATE: 11/8/2022

MIN. USE ZONE: 73' x 66'

PLAYCRAFT REP:
AllPlay Systems

1-08.9(1) – Value of Liquidated Damages

(November 23, 2022 Marysville SP)

Section 1-08.9 of the most recent version of the Standard Specifications for Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation is supplemented with the following.

The value of any liquidated damages is calculated according to the following formula.

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

Where:

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