EST. 1891
MARYSVILLE
WASHINGTON

CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 25, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment:
Join Zoom Meeting
https://us06web.zoom.us/j/86246307568
Or
Dial toll-free US: 888 475 4499
Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

A. Proclamation Declaring Nov. 30, 2024, Small Business Saturday in Marysville
PROCLAMATION Small Business Saturday 2024.pdf

B. Swearing-in of Police Officer Keenan Williams
Oath of Office - Williams.docx

C. Marysville Police Achieve State Accreditation

Public Comment

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

1. October 28, 2024, City Council Meeting Minutes
CC 10282024.docx

2. November 4, 2024, City Council Meeting Minutes
CC 11042024.docx

Consent

3. October 30, 2024 Claims in the Amount of $1,365,966.51 Paid by EFT Transactions and Check Numbers 173371 through 173488 with Check Numbers 160254, 160280, 160287, 160309, 160645, 160995, 161297, 161515, 161627, 161631, 161636, 161666, 161702, 161774, 161775, 161791, 161818, 161840, 161942, 162002, 162022, 162080, 162443, 162636, 162772, 162831, 162930, 163175, 163534, 163567, 163764 and 172734 Voided
   103024.rtf

4. November 6, 2024, Claims in the Amount of $1,378,724.78 Paid by EFT Transactions and Check Numbers 173489 through 173607
   Weekly_Claims_Report.rtf

5. November 13, 2024 Claims in the Amount of $2,343,660.78 Paid by EFT Transaction Numbers 173608 through 173610 and Check Numbers 173700 through 173848
   111324.pdf

Review Bids

Public Hearings

6. An **Ordinance** setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation Within the Corporate Limits of the City of Marysville, for the year 2025.
   Recommended Motion: I move to adopt Ordinance No._____.
   Regular levy ordinance 2025.11.4.24v2.pdf

7. An **Ordinance** Adopting a Biennial Budget for the City of Marysville for the Period of January 1, 2025, through December 31, 2026, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of all Such Funds Combined and Establishing Compensation Levels as Prescribed by RCW 35A.34.120 and MMC 2.50.030.
   Recommended Motion: I move to adopt Ordinance No.____.
   Ordinance - Budget 2025-26.pdf

New Business

8. An **Ordinance** Declaring Public Use and Necessity for Land and Property to be Condemned for the Purpose of Constructing a Roundabout at the Intersection of 172nd St NE and 19th Ave NE; and Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property and Payment from the General Fund.
   Recommended Motion: I move to adopt Ordinance No. ______.
   Condemnation Ordinance - 172nd St Ne and 19th Ave NE.pdf

9. Project Acceptance – MCC Roof Mounted Utility Interactive Photovoltaic System
   Recommended Motion: I move to authorize the Mayor to accept the MCC Roof Mounted Utility Interactive Photovoltaic System project, starting the 60-day lien filing

period for project closeout.
Western Solar_Notice of Physical Completion 9_19.pdf

10. Project Acceptance – 2024 Water Service Line Inventory
Recommended Motion: I move to authorize the Mayor to accept the 2024 Water Service Line Inventory project, starting the 60-day lien filing period for project closeout.
W2301_Physical Completion Letter_2024-10-22.pdf

11. Project Acceptance - Parkside Way Park Playground Replacement
Recommended Motion: I move to authorize the Mayor to accept the Parkside Way Park Playground Project, starting the 60 day lien filing period for project closeout.
ALLPLAY_Lettter of physical Completion_20240924.pdf

12. Grant Agreement with the Department of Ecology for the Marysville Enhanced Maintenance Plan
Recommended Motion: I move to authorize the Mayor to sign and execute Ecology Grant Agreement for the Marysville Enhanced Maintenance Plan.
WQC-2024-MaryPW-00052_AgreementforSignature.pdf

13. Professional Services Agreement with Gray and Osborne, Inc. for the Storm & Surface Water Comprehensive Plan Update
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Gray and Osborne, Inc., in the amount of $349,358.00, for the Storm & Surface Water Comprehensive Plan Update.
__2024-11-08_S&SW Comp Plan Update_Draft PSA.pdf

14. Grant Agreement with the Department of Ecology for the Air Quality VW EV Charging Level 2
Recommended Motion: I move to authorize the mayor to sign and execute the grant agreement with the Department of Ecology.
AQVWLVL2-2025-MaryPW-00219.pdf

15. Amendment to the First Responder Flex Fund Agreement
Recommended Motion: I move to authorize the Mayor to sign and execute the Amendment to the First Responder Flex Fund Agreement.
First_Responder_Flex-Funds_2024_Amendment.pdf
Original Agreement - First Responder Flex Fund.pdf

Legal

Mayor's Business

16. December 2, 2024, City Council Work Session Meeting Change
Recommended Motion: I move to approve changing the December 2, 2024, Work Session to a Special Meeting.

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session
A. Litigation
B. Personnel
C. Real Estate

Reconvene

Adjournment

<u>Special Accommodations:</u> 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 ITEM NO. A.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Communications Officer Connie Mennie, Executive
ITEM TYPE:	Proclamation
AGENDA SECTION:	**Presentations**
SUBJECT:	Proclamation Declaring Nov. 30, 2024, Small Business Saturday in Marysville
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS:
PROCLAMATION Small Business Saturday 2024.pdf

MARYSVILLE
WASHINGTON
EST. 1891

PROCLAMATION

Declaring Nov. 30, 2024,
Small Business Saturday in Marysville

WHEREAS, the U.S. Small Business Administration reports that America's 29 million small businesses represent more than 99 percent of all businesses with employees in this country and are responsible for 63 percent of new jobs created over the past 20 years; and

WHEREAS, since 2011, communities throughout the country have recognized the Saturday after Thanksgiving as Small Business Saturday; and

WHEREAS, by making a commitment to "shop small," Americans celebrate small businesses and help local communities thrive and stay vibrant; and

WHEREAS, small businesses create jobs, boost our local economy and add value to our neighborhoods; and

WHEREAS, in 2023 the reported projected spending in the U.S. from those who shopped at small businesses on Small Business Saturday was around $17 billion; and

WHEREAS, here in Marysville we are fortunate to enjoy a strong, vibrant local business community offering a diverse array of quality products and services; and

WHEREAS, when shopping locally, $68 for every $100 stays in our community, so one way to support city programs and services is by shopping in the city and keeping retail tax dollars here.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Nov. 30, 2024, as

SMALL BUSINESS SATURDAY

in the City of Marysville. I encourage all residents to shop locally this holiday season and to support Marysville's small businesses on Small Business Saturday and throughout the year.

Under my hand and seal this twenty-fifth day of November, 2024.

THE CITY OF MARYSVILLE

____
Jon Nehring, Mayor

AGENDA ITEM NO. B.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Confidential Administrative Assistant Margaret Vanderwalker, Police
ITEM TYPE:	Appointment
AGENDA SECTION:	**Presentations**
SUBJECT:	Swearing-in of Police Officer Keenan Williams
SUGGESTED ACTION:	
SUMMARY:	Police Officer Keenan Williams just graduated from the Criminal Justice Training Academy and we request that Mayor Jon Nehring swear him in.

ATTACHMENTS:
Oath of Office - Williams.docx

Police Officer
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

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

Signed this 25th day of November, 2024

Keenan Williams Police Officer	Erik Scairpon Chief of Police
Jon Nehring Mayor	Tina Brock City Clerk

AGENDA ITEM NO. C.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Police Chief Erik Scairpon, Police
ITEM TYPE:	Presentation
AGENDA SECTION:	**Presentations**
SUBJECT:	Marysville Police Achieve State Accreditation
SUGGESTED ACTION:	

SUMMARY:

The Marysville Police Department has earned state accreditation from the Washington Association of Sheriffs and Police Chiefs (WASPC). This recognition follows a rigorous review led by the WASPC Professional Services Committee, Accreditation Commission, and Board of Directors

To achieve this status, Marysville PD met over 150 mandatory standards that represent essential practices in law enforcement. On-site assessors verified compliance through document reviews, direct observations, and interviews with staff, ensuring the agency adheres to policies that guide daily operations.

Marysville PD last achieved accreditation in 2001. Regaining this status has been a long-term goal, officially met on November 19, 2024. The department is now preparing for re-accreditation in 2028, committed to upholding industry best practices. This milestone reinforces community confidence, showing that Marysville PD operates with professionalism and integrity.

ATTACHMENTS:

AGENDA ITEM NO. 1.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Chari Taber, City Clerk
ITEM TYPE:	Minutes
AGENDA SECTION:	Approval of Minutes
SUBJECT:	October 28, 2024, City Council Meeting Minutes
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS:

CC 10282024.docx

City Council

501 Delta Ave
Marysville, WA 98270

Regular Meeting
October 28, 2024

Call to Order

Mayor Nehring called the meeting to order at 7:02 p.m.

Invocation

Chaplain Dan Hazen from Everett Gospel Mission gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember James, Councilmember King, Council President Stevens, Councilmember Muller, Councilmember Norton

Staff: City Administrator Jennifer Stapleton, Deputy City Attorney Burton Eggertsen, Human Resources Director Megan Hodgson, Community Development Director Haylie Miller, IT Director Stephen Doherty, Finance Director Jennifer Ferrer-Santa Ines, Engineering Services Director Jeff Laycock, Parks & Rec. Director Tara Mizell, I.S. Analyst Elliot Jacobson, Communications Specialist Bridgette Larsen, Court Administrator Suzanne Elsner, Communications Manager Connie Mennie,

Absent**:** Councilmember Richards

Motion to excuse the absence of Councilmember Richards moved by Council President Stevens seconded by Councilmember King.
AYES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember James seconded by Councilmember Norton.
AYES: ALL

Presentations

A. Swearing-in of Police Wellness K9, Molly

Oath Police K9 Molly.docx

Chief Scairpon introduced Police K9 Molly who will be serving as the facility dog. He also introduced guests and dog trainers. Commander Chris Jones gave some background on Molly and thanked everyone for providing the dog to the police department. Mayor Nehring swore Molly in. Members of the Marysville Police Foundation were introduced and made a presentation to the City for $11,000 for Molly and her training.

B. Swearing-in of Patrol Officer Jason Thompson

Oath Police Officer Jason Thompson.docx

Jason Thompson was introduced and sworn in as Patrol Officer.

C. Swearing-in of Police Officer Brent Fakkema

Oath Police Officer B Fakkema.docx

Police Officer Brent Fakkema was introduced and sworn in.

D. Proclamation Declaring November 2024 as Military Family Appreciation Month in Marysville

PROCLAMATION Military Family Appreciation Month 2024.pdf

Mayor Nehring read the proclamation into the record.

E. Proclamation Declaring Nov. 4-8, 2024, as Municipal Court Week in Marysville

PROCLAMATION Municipal Court Week 2024.pdf

Mayor Nehring read the proclamation into the record.

F. Follow-up Presentation - Mayor's Proposed 2025-26 Biennial Budget

2025 - 2026 Funded Budget Requests.pdf
2025 - 2026 Unfunded Budget Requests.pdf

City Administrator Stapleton, Mayor Nehring, and staff made a supplemental presentation regarding the budget and responded to Council questions about rightsizing and supplemental requests. Human Resources Director Hodgson gave an overview of the tuition reimbursement program. Chief Scairpon discussed the jail railing supplemental request and responded to clarification questions regarding options considered and impacts to the jail during construction. He also reviewed the police wellness supplemental request. City Administrator Stapleton reviewed additional requests related to IS software, the Geddes Marina Remediation Project; and personnel changes. Director Ferrer-Santa Ines and Chief Scairpon responded to a question about tribal gaming revenue. Director Ferrer-Santa Ines summarized Operating Transfers and Interfund Transfers for Parks and also for Police. Director Mizell answered questions about revenues and the operating budget associated with the Opera House. City Administrator Stapleton explained the plan to implement more robust project tracking that will provide more information about projects.

City Administrator Stapleton summarized reasons for the 5% Utility Rate Increase for Water/Sewer. Mayor Nehring commented that there is no property tax increase being proposed. He discussed the reserves and pointed to a projected reserve fund of 17% at the end of the biennium. He suggested that the Council may want to take a look at the reserves policy over the next two years. City Administrator Stapleton discussed upcoming prioritized actions and policy decisions including utility rate studies, an impact fee study, project tracking & associated cost recovery, an increased medical stop loss proposal, and an updated reserve policy. She informed Council about upcoming public hearings.

Councilmember King referred the replacement of the bucket truck. He asked if they had considered keeping it as a spare or backup instead of sending it to auction. Director Laycock indicated they could look into that.

Councilmember Norton thanked staff for providing more details and extra information so Council can make a more informed decision.

G. Mandatory Minimum Ordinance Discussion

Chief Scairpon made a presentation on mandatory minimums and requested direction on enhancements based on a report on the current performance of the ordinance. He highlighted 2024 YTD statistics for conviction of a third (or more) public disorder crimes. He presented data regarding treatment including client contacts, substance abuse assessments, in-patient treatment, out-patient treatment, decreases in refusal of services, decreases in those absconding from services, and an increase in housing secured. He summarized Marysville jail costs. Finally he suggested possible modifications. He noted that staff is recommending adding malicious mischief to public disorder crimes and considering either a 45-day or a 60-day extension.

Clarification questions followed about malicious mischief crimes. Councilmember Norton asked if drug abuse seems to be an issue with malicious mischief offenders. Chief Scairpon explained sometimes it is a drug abuse issue, sometimes it is a mental health issue, and many times it is both. They try to address both. Councilmember Norton asked if any of the sentences were waived for defendants who went into treatment. Director Scairpon did not have information yet about waived sentences or about recidivism. Councilmember Muller asked what a conservative approach would be. Chief Scairpon recommended 45 days.

Councilmember Norton spoke in support of having staff bring back an ordinance adding malicious mischief and increasing to 45 days. There was consensus to bring back a draft.

Public Comment

Steve Powell, 4708 57th Drive NE, Marysville, WA 98270, expressed concern about door-to-door salesmen in the Harbor View neighborhood. He also commented on clutter that accumulates on the right-of-way in the area. Finally, he expressed appreciation for landscaping that was done in his neighborhood.

Deputy City Attorney Eggertsen discussed code provisions related to door-to-door sales. He will review it and bring back more information.

Approval of Minutes

1. October 7, 2024, City Council Work Session Minutes

WS 10072024.docx

The following corrections were noted:
- Page 2 - Deputy Director Eggertsen should be Deputy City Attorney
- Page 1 under Roll Call, Chief Smith should be Chief Scairpon

Motion to approve the October 7, 2024, City Council Work Session Minutes as amended moved by Councilmember King seconded by Councilmember Muller.
AYES: ALL

2. October 14, 2024, City Council Meeting Minutes

CC 10142024.docx

Motion to approve October 14, 2024, City Council Meeting Minutes as presented moved by Council President Stevens seconded by Councilmember Norton.
AYES: ALL

Consent

3. October 09, 2024 Claims in the Amount of $1,011,985.98 Paid by EFT Transactions and Check Numbers 172946 through 173086

100924.rtf

4. October 10, 2024 Payroll in the Amount of $2,024,581.63 Paid by EFT Transactions and Check Numbers 35473 through 35484

5. October 16, 2024, Claims in the Amount of $839,266.47 Paid by EFT Transactions and Check Numbers 173087 through 173229 with Check Number 171971 Voided

101624.rtf

Motion to approve Consent Agenda items 3, 4, and 5 moved by Councilmember Condyles seconded by Councilmember James.
AYES: ALL

Review Bids

Public Hearings

New Business

6. Interagency Agreement between the Washington Traffic Safety Commission and the Marysville Police Department

Region 10_L3 HVE IAA_FFY2025.pdf

Chief Scairpon reviewed this item.

Motion to authorize the Mayor to sign and execute the Interagency Agreement between the Washington Traffic Safety Commission and the Marysville Police Department moved by Councilmember Norton seconded by Councilmember Muller.
AYES: ALL

7. Annual Interlocal Agreement with the Snohomish Regional Drug Task Force.

2025_SRDTF_ILA.pdf

Chief Scairpon reviewed this item.

Motion to authorize the Mayor to sign and execute the Interlocal Agreement with Snohomish Regional Drug Task Force moved by Councilmember James seconded by Council President Stevens.
AYES: ALL

8. Amendment No. 1 to Ecology Grant Agreement WQC-2020-MaryPW-00075 City of Marysville Source Control Program

Amendment_for_Signature_-_WQC-2022-MaryPW-000.pdf
208655_887504-WQC-2022-MaryPW-00075_SignedAgreement.pdf

Director Laycock explained this amendment is related to a time extension only.

Motion to authorize the Mayor to sign and execute Amendment No.1 to Ecology Grant Agreement WQC-2020-MaryPW-00075 moved by Councilmember Norton seconded by Councilmember King.
AYES: ALL

9. Project Acceptance – Downtown Stormwater Treatment Project

Letter 005_DSTP Notice of Physical Completion_09-24-24.pdf

Director Laycock reviewed this item related to the Downtown Stormwater Treatment Project which was partially funded by a grant from the Department of Ecology.

Motion to authorize the Mayor to accept the Downtown Stormwater Treatment Project, starting the 60-day lien filing period for project closeout moved by Councilmember Muller seconded by Councilmember Condyles.
AYES: ALL

10. Supplemental Agreement No. 1 to the Professional Services Agreement with Transpo Group USA, Inc. for the design of the 67th Ave NE & 52nd St NE Intersection Improvements

Supplemental Agreement No. 1 with Transpo Group USA, Inc..pdf
Original Contract - Transpo Group USA - 67th Ave NE & 52nd St NE.pdf

Director Laycock reviewed the supplemental agreement with Transpo Group USA, Inc. for the design of the 67th Ave NE & 52nd St NE Intersection Improvements.

Motion to authorize the Mayor to sign and execute the attached Supplemental Agreement No. 1 to the Professional Services Agreement for the design of the 67th Ave NE & 52nd St NE Intersection Improvements with Transpo Group USA, Inc. in the amount of $7,818.12 moved by Council President Stevens seconded by Councilmember James.
AYES: ALL

Legal

Mayor's Business

11. 2025 State and Legislative Priorities Packets

2025 Federal Legislative Packet_Final_2024OCT03.pdf
2025 State Legislative Packet_Final_2024OCT21.pdf

Mayor Nehring noted that the 2025 state and federal legislative packets were included in the packet. These will be on the agenda next week for approval. Councilmember Norton asked about policy requests. Mayor Nehring explained those would be added later.

Other Mayor's Comments:

- He noted that the Halloween event was very well attended and a lot of fun.
- He and others attended the Volunteer Appreciation Event earlier tonight.
- He and others attended the MPHS memorial event last week.
- He expressed appreciation for the Police Department's quick and thorough work in response to a threat on October 25.
- He attended a YMCA early learning center event.
- He attended a ribbon cutting for the regional Criminal Justice Training Center in Arlington.
- He expressed appreciation to the Marysville Police Foundation for their work to provide the new K9 Molly as well as other projects they are working on.

Staff Business

Communications Manager Connie Mennie noted that Mayor Nehring would be participating in a tree planting ceremony tomorrow with the Snohomish Conservation District.

Call on Councilmembers and Committee Reports

Councilmember Condyles reported on the Snohomish County Tomorrow meeting where they got an update on the County Public Works Department's Road Safety Program. They also had a presentation on the Food and Farming Center that is being planned for McCollum Park. The transition of SCT to a more comprehensive organization is continuing to be discussed. A vote on this is expected at the General Assembly on December 11.

Councilmember James:

- He commented on the impressive number of volunteers in the city.
- Congratulations to the two new officers and the new service dog, Molly.
- The Criminal Justice Training Center ribbon cutting in Arlington was nice. It was a large facility. Chief Scairpon commented on the benefits of the local facility.
- He expressed appreciation to staff for putting on the Monster Mash at the Opera House.
- Marysville Police Foundation will be working with Chief Scairpon to determine their next project.

Councilmember King:

- Thanks to City Administrator Stapleton for attending the last Strawberry Festival Board Meeting.
- He thanked staff for the lights on the water tower and the volunteer appreciation event tonight.
- Congratulations to new officers and Molly.

Council President Stevens thanked everyone for the reports and information on the budget tonight.

Councilmember Muller:

- The Hotel Motel Grant Committee reviewed applications last week.
- Congratulations to Police for their new service dog, Molly.
- Thanks to Police for their excellent response last week.
- He hopes everyone has a nice, quiet Halloween.

Councilmember Norton:

- She reported on recent Finance Committee meeting. Numbers are looking good; sales tax revenues are up 3.4%. They also had a good discussion about revenues and fees.
- She reported on the Public Safety Committee meeting where they had a good discussion on mandatory minimums, got to meet Molly, and had an update on open positions.
- She reported on the Snohomish County Law and Justice Council meeting. Representatives were present to talk about legislative priorities. There was a robust discussion about what is and is not happening in Snohomish County in regards to victim support.
- She expressed appreciation to staff for putting on the volunteer appreciation event tonight.

Adjournment

Motion to adjourn at 9:03 p.m. moved by Councilmember Muller seconded by Councilmember Norton.
AYES: ALL

Approved by City Council this _______ day of ___________________, 2024

AGENDA ITEM NO. 2.

EST. 1891
MARYSVILLE
WASHINGTON

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Chari Taber, City Clerk
ITEM TYPE:	Minutes
AGENDA SECTION:	Approval of Minutes
SUBJECT:	November 4, 2024, City Council Meeting Minutes
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS:
CC 11042024.docx

City Council

501 Delta Ave
Marysville, WA 98270

Regular Meeting
November 4, 2024

Call to Order

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

Invocation

Rev. Mark Fischer from Bethlehem Lutheran gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember James, Councilmember King, Council President Stevens, Councilmember Richards, Councilmember Muller, Councilmember Norton

Staff: City Administrator Jennifer Stapleton, Parks & Rec. Director Tara Mizell, City Attorney Jon Walker, Finance Director Jennifer Ferrer-Santa Ines, Chief Erik Scairpon, Human Resources Director Megan Hodgson, IT Director Stephen Doherty, Community Development Director Haylie Miller, Engineering Services Director Jeff Laycock, Communications Manager Connie Mennie, Network Systems Administrator Chris Brown, Court Administrator Suzanne Elsner, Principal Planner Angela Gemmer, Emergency Preparedness Manager Sarah Lavelle

Approval of the Agenda

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

AYES: ALL

Presentations

A. Proclamation Declaring November 2024 as Native American Indian Heritage Month in Marysville

PROCLAMATION Native American Indian Heritage Month 2024.pdf

Mayor Nehring read the proclamation into the record.

Public Comment

None.

Approval of Minutes

Consent

1. October 23, 2024 Claims in the Amount of $2,046,785.35 Paid by EFT Transactions and Check Numbers 173230 through 173370 with Check Numbers 156677, 156723, 156816, 156865, 157186, 157220, 157234, 157329, 157350, 157578, 157936, 158170, 158188, 158196, 158337, 158410, 158491, 158765, 158829, 159175, 159275, 159344, 159447, 159895, 159980, 160016, 160019, 160020, 160064, 160246 and 172646 Voided

102324.rtf

2. October 25, 2024 Payroll in the Amount of 1,964,895.33 Paid by EFT Transactions and Check Numbers 35485 through 35493

Motion to approve Consent Agenda items 1 and 2 moved by Councilmember Muller seconded by Councilmember James.
AYES: ALL

Review Bids

Public Hearings

3. Consider an Ordinance to adopt the 2025-2026 Biennial Budget.

Ordinance - Budget 2025-26.pdf

Director Ferrer-Santa Ines introduced this follow up budget presentation. She noted this was the first public hearing. She reviewed citywide revenues, citywide expenditures, the proposed 5% rate increase for utility customers, and fiscal impacts of the rate increase. She also discussed General Fund revenues, General Fund expenditures, a General

Fund department summary, a long-term debt summary, the Capital Improvement Program, and a budget summary.

The public hearing was opened at 7:12 p.m. and comments were solicited. Seeing none, the public hearing was closed at 7:12 p.m.

4. Consider an Ordinance setting the Regular Property Tax Levy for all Real, Personal, and Utility Property subject to taxation within the corporate limits of the City of Marysville for the year 2025.

Regular levy ordinance 2025.11.4.24.docx

Director Ferrer-Santa Ines reviewed this Ordinance. The public hearing was opened at 7:14 p.m., and public comments were solicited. Seeing none, the public hearing was closed at 7:15 p.m.

5. An Ordinance of the City of Marysville to Set Water, Sewer, and Surface Water Utility Rates.

Water, Sewer, Surface Water Rate Ordinance 10-29-24.pdf

Director Ferrer-Santa Ines reviewed the proposed ordinance regarding water, sewer, and surface water utility rates.

The public hearing was opened at 7:16 p.m. and public comments were solicited. Seeing none, the public hearing was closed at 7:16 p.m.

New Business

5. An Ordinance of the City of Marysville to Set Water, Sewer, and Surface Water Utility Rates.

Motion to adopt Ordinance No. 3321 to take effect on January 1, 2025 moved by Council President Stevens seconded by Councilmember Norton.
AYES: ALL

6. An Ordinance to Repealing Chapter 3.66 of the Municipal Code, Water and Sewer Utility Tax

Ordinance - Repealing in lieu of tax charge chapter 3.66.pdf

City Attorney Walker reviewed this item.

Motion to adopt Ordinance No. 3322 moved by Councilmember James seconded by Councilmember King.
AYES: ALL

7. 2024 - 2029 School District Capital Facilities Plans for Lake Stevens and Lakewood School Districts

Principal Planner Gemmer reviewed 2024-2029 School District Capital Facilities Plans for Lake Stevens and Lakewood School Districts. Lake Stevens is the only district proposing impact fees. Marysville School District has not submitted a Capital Facilities Plan due to declining enrollment. Representatives from the school districts were available to answer questions.

Councilmember Norton asked if the Lake Stevens School District impact fees are the same for development in the City of Lake Stevens and Marysville. Robb Stanton from Lake Stevens School District confirmed that they are.

Councilmember Muller asked about the bond measure currently on the ballot. Mr. Stanton explained that the greatest growth area is in the Whiskey Ridge area of Marysville and mostly at the elementary level. Building a new elementary school and modernizing and expanding two others will give them capacity to address increased growth. The district expects to continue to grow in the near future. Councilmember Muller asked if they are considering placing a school in the Marysville city limits in the future. Mr. Stanton replied that they are continuing to look, but finding space is a challenge.

Councilmember King asked about enrollment in Lake Stevens. Mr. Stanton explained they have over 10,000 students including all the alternative programs. Councilmember King asked if they share transportation with Granite Falls. Mr. Stanton replied that they do.

Memo and 2024 - 2029 Lake Stevens and Lakewood School District CFPs

8. 2024 Comprehensive Plan Update

Memo re. 2024 Comprehensive Plan Update - Part 1

Exhibit 1 - 2024 Marysville Comprehensive Plan - Part 1

Exhibit 2 -2024 Comprehensive Plan general code amendments

Exhibit 3 Memo re Flex amendment.pdf

Exhibit 6 - PSRC comment letter, VISION 2050 Consistency Checklist, and Goals and Policies Addressing PSRC or State Requirements

Exhibit 7 - Department of Commerce Compliance Checklist Comments, Email Response, and DRAFT Land Capacity Analysis

Exhibit 8 - Master Builders Association letter and City's email response

Exhibit 9 - Other comment letters

2024 Comprehensive Plan Update - City Council Presentation

Director Miller made a presentation on the Comprehensive Plan Update. She discussed significant changes that have occurred at the State, regional, and city levels. The proposed Comprehensive Plan has been amended to address new State, Puget Sound Regional Council, Snohomish County, and other partner entity laws, policies and initiatives. She highlighted plan organization, environmental review, and the Introduction section. Principal Planner Gemmer and Director Miller gave overviews of the Land Use; Housing; Economic Development; Parks; and Environmental Elements. Questions followed each one.

Land Use:

Councilmember Muller asked about potential expansions of the UGA. Ms. Gemmer explained that a new requirement is to re-evaluate the progress of the Comprehensive Plan every five years. It would be a policy decision for the Council if they think it is necessary to expand the UGA. This is something they will need to monitor. Councilmember Muller asked how the number of ADUs can mesh with impervious surface requirements. Ms. Gemmer explained that they have to meet the letter of the law, and they are also strongly encouraged to meet the spirit of the law to have more flexible standards with respect to middle housing and ADUs. This will be a policy discussion with Planning Commission and Council. Staff will be working on these codes in the new year. Councilmember Muller commended staff for their work on this document.

Councilmember Condyles praised the layout, graphics, and the readability of the new Comprehensive Plan. He had several questions:

- He asked if the Comprehensive Plan took into account development that had happened since the 2019 Buildable Lands Report. Ms. Gemmer explained they did consider what had happened since the Buildable Lands Report and that was included in the capacity figures.
- He referred to the graphic on page 50 and asked about the difference between the pedestrian-friendly block frontage and the active ground floor. Ms. Gemmer explained that it would mainly be the width of the sidewalk and the amount of windows.
- He referred to LU 2.1, 2.2, and 2.3 and asked if it is common to weigh in on land that is not necessarily in the City or the UGA. Ms. Gemmer explained they have done that in the past to signal their intentions to the County. He asked if it is likely that the County will pay attention to that. Ms. Gemmer explained it is substantially consistent with the County's policies. It is helpful to have the City's policies clearly stated.
- Councilmember Condyles asked about planning tools to reduce the risk of wildfires. Ms. Gemmer thought this had to do with setbacks from certain areas, brush management, and additional fire rating of structures.

Councilmember James referred to figure 2.2 on page 28 and asked for clarification about the areas of future influence. Staff clarified this.

Housing Element:

Councilmember Muller asked about the possibility of allowing tiny home developments in residential areas. Ms. Gemmer replied they could take a look at this.

Councilmember Norton referred to page 92, figure 3.3, and pointed out that the graphic was missing some labels.

Councilmember Condyles referred to page 102, and asked about measures that can be taken to protect vulnerable populations from displacements. Ms. Gemmer replied that there are recommendations from the State but cities can primarily determine how to handle this. Councilmember Condyles asked about emergency housing beds. Ms. Gemmer explained that these are short term shelters.

Parks & Recreation Element:

Councilmember Condyles referred to page 178 where it has Community Information Site (caboose). He asked if this refers to the old caboose that used to be here. Ms. Gemmer explained that it does but needs to be updated.

Economic Development Element:

Councilmember Richards asked when the jobs numbers were done. Director Miller explained they were done in 2021.

Councilmember Condyles referred to the list of high priority projects and asked if Grove Street Overcrossing should still be in there. Mayor Nehring noted that it should be removed.

Environmental Element:

There were no questions related to this element.

Director Miller reviewed the timeline going forward.

9) An Ordinance Amending Section 6.01.130 of the Municipal Code, Defining Malicious Mischief as a Public Disorder Crime, and Setting Mandatory Minimum Sentences for Certain Crimes.

City Attorney Walker reviewed this ordinance which would add the crime of malicious mischief as a public disorder crime and make the mandatory minimum 45 days on the fourth conviction. Councilmember Norton said she would like to continue to monitor this to see the impacts. City Attorney Walker agreed and stated they are working on gathering data.

Ordinance - Mandatory Minimum Sentences 10-30-24.pdf

Motion to adopt Ordinance No. 3323 moved by Councilmember Norton seconded by Councilmember Muller.
AYES: ALL

10. Emergency Management Performance Grant (E25-099)

E25-099 City of Marysville 24EMPG.pdf

Emergency Management Coordinator Sarah Lavelle reviewed details of the Emergency Management Performance Grant.

Motion to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E25-099) moved by Councilmember Condyles seconded by Councilmember James.
AYES: ALL

11. 2025 LifeWise Assurance Stop Loss Insurance Renewal

R0125 - Stoploss Exhibit - City of Marysville.pdf

Human Resources Director Megan Hodgson presented the updated services renewal with LifeWise. This would increase the current stoploss deductible and reduce monthly premiums per employee member.

Motion to authorize the Mayor to sign and execute the LifeWise Assurance Company services renewal moved by Councilmember King seconded by Council President Stevens.
AYES: ALL

Legal

Mayor's Business

12. 2025 State and Federal Legislative Priorities Packets

2025 State Legislative Packet_Final_2024OCT21.pdf

2025 Federal Legislative Packet_Final_2024OCT03.pdf

Mayor Nehring presented the state and federal legislative packets.

Councilmember Condyles asked if it has already been decided that there will be a roundabout at the intersection of SR9/92. Mayor Nehring thought that it looks like the State will force the roundabout. Director Laycock agreed that it looks like a roundabout will be required at that intersection.

Motion to approve the 2025 State and Federal Legislative Priorities Packets as presented moved by Councilmember Muller seconded by Councilmember Richards.
AYES: ALL

Mayor's Business

Mayor Nehring thanked Public Works, SnoPUD, and everyone involved in the storm today.

Staff Business

Suzanne Elsner gave an update on security issues with courts networks and how they are addressing the situation.

Call on Councilmembers and Committee Reports

Councilmember Condyles thanked Community Development for the streamlined Comprehensive Plan.

Councilmember James agreed that it looks great and is very readable.

Councilmember King:

- He thanked staff for the Comprehensive Plan.
- He reported on the recent Public Works Committee meeting where they talked about preparation for snow and ice, got a report on lead inspection of older homes in the town, and talked about stormwater system proactive maintenance.
- He went to an event at the Opera House yesterday and noted that the new fence looks great.

Council President Stevens thanked everyone involved in expanding the mandatory minimums program. He agreed with others that this is a beautiful Comprehensive Plan.

Councilmember Richards:

- He also commended the Comprehensive Plan.
- He asked staff to add the cold weather shelter to the plowing schedule when it starts to get cold.
- He commented that the tree planting program is a great program for Marysville residents.
- He encouraged people to vote if they haven't already.

Councilmember Muller thanked Community Development for their hard work on the Comprehensive Plan. He also commended Finance for their great work on the budget.

Councilmember Norton also thanked Director Miller and Principal Planner Gemmer for the great work on the Comprehensive Plan.

Adjournment

Motion to adjourn the meeting at 8:37 p.m. moved by Councilmember Richards seconded by Councilmember Muller.
AYES: ALL

The meeting was adjourned at 8:37 p.m.

Approved by City Council this _______ day of ___________________, 2024

AGENDA ITEM NO. 3.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 25, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: October 30, 2024 Claims in the Amount of $1,365,966.51 Paid by EFT Transactions and Check Numbers 173371 through 173488 with Check Numbers 160254, 160280, 160287, 160309, 160645, 160995, 161297, 161515, 161627, 161631, 161636, 161666, 161702, 161774, 161775, 161791, 161818, 161840, 161942, 162002, 162022, 162080, 162443, 162636, 162772, 162831, 162930, 163175, 163534, 163567, 163764 and 172734 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

103024.rtf

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 10/30/2024 TO 10/30/2024

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173371	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	53,561.48
173372	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	5,318.95
173373	911 SUPPLY INC.	UNIFORM - WILKINS	DETENTION & CORRECTION	80.09
	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	85.82
	911 SUPPLY INC.	UNIFORM - HASTINGS	EMBEDDED SOCIAL WORKER	127.11
	911 SUPPLY INC.	UNIFORM - WILKINS	DETENTION & CORRECTION	294.42
	911 SUPPLY INC.	UNIFORM - JUMPSUIT GAY	POLICE PATROL	471.75
173374	A & A LANGUAGE SERVICE	INTERPRETER SERVICE	COURTS	206.85
173375	ALEXANDER PRINTING	PRINT SERVICE	COMMUNITY SERVICES UNIT	117.30
	ALEXANDER PRINTING		POLICE ADMINISTRATION	145.55
173376	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	740.00
173377	BACKFLOW APPARATUS	PRACTICE ASSEMBLIES	SUNNYSIDE FILTRATION	633.43
173378	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	170.20
173379	BICKFORD FORD	VALVES, WIPERS, COOLANT	ER&R	1,130.03
173380	BILLING DOCUMENT SPE	CHECK CASHING - SEPT	UTILITY BILLING	230.30
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,019.18
173381	BIO CLEAN, INC	DECON CLEANING	DETENTION & CORRECTION	492.30
	BIO CLEAN, INC		DETENTION & CORRECTION	492.30
173382	BLACKBURN, COURTNEY	PROTEM SERVICE	MUNICIPAL COURTS	185.00
173383	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	635.42
173384	BOONE, LUZ	UB REFUND:	WATER/SEWER OPERATION	263.07
173385	BOTESCH, NASH & HALL	PROFESSIONAL SERVICE	PW ADMIN CAP PROJECT	136,922.99
173386	BRIM TRACTOR	MOWER GAS CAP	ROADSIDE VEGETATION	93.83
	BRIM TRACTOR	FUEL TANK CAP - H018	EQUIPMENT RENTAL	267.31
173387	BROVOLD, GENIE	UB REFUND:	GARBAGE	127.18
173388	BYRD, SARAH	REFUND - BASKETBALL	PARKS-RECREATION	95.00
173389	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	17,536.82
173390	CENTRAL WELDING SUPPLY	RAIN JACKETS	ER&R	3,203.23
173391	COOP SUPPLY	RETURN - DUST CONTROL	WATER DIST MAINS	-121.37
	COOP SUPPLY	RETURNED PIPE FITTING	WATER DIST MAINS	-6.27
	COOP SUPPLY	PIPE FITTINGS	WATER DIST MAINS	34.43
	COOP SUPPLY	SUNSHADE	WATER DIST MAINS	131.27
	COOP SUPPLY		WATER DIST MAINS	173.90
	COOP SUPPLY	WEED CONTROL	SEWER MAIN COLLECTION	189.23
	COOP SUPPLY	WEED CONTROL MIX	WATER RESERVOIRS	216.55
	COOP SUPPLY	STOCK PILE DUST CONTROL	WATER DIST MAINS	313.88
173392	COPIERS NORTHWEST	COPIER EQUIPMENT COST	FINANCE-GENL	25.40
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	52.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	53.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	60.31
	COPIERS NORTHWEST		WASTE WATER TREATMENT	96.02
	COPIERS NORTHWEST		WASTE WATER TREATMENT	107.52
	COPIERS NORTHWEST		PROBATION	149.01
	COPIERS NORTHWEST		MUNICIPAL COURTS	155.26
	COPIERS NORTHWEST		POLICE PATROL	175.25
	COPIERS NORTHWEST		GENERAL	227.65
	COPIERS NORTHWEST		UTIL ADMIN	227.65
	COPIERS NORTHWEST		RECREATION SERVICES	260.86
	COPIERS NORTHWEST		POLICE INVESTIGATION	261.64
	COPIERS NORTHWEST		COMMUNITY	271.28
	COPIERS NORTHWEST		UTILITY BILLING	271.28
	COPIERS NORTHWEST		ENGR-GENL	271.66
	COPIERS NORTHWEST		COMPUTER SERVICES	271.66
	COPIERS NORTHWEST		FINANCE-GENL	271.66

FOR INVOICES FROM 10/30/2024 TO 10/30/2024

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
	COPIERS NORTHWEST		PROPERTY TASK FORCE	279.93
	COPIERS NORTHWEST		LEGAL-GENL	317.38
	COPIERS NORTHWEST		LEGAL - PROSECUTION	317.38
	COPIERS NORTHWEST		UTIL ADMIN	382.80
	COPIERS NORTHWEST		OFFICE OPERATIONS	426.64
	COPIERS NORTHWEST		DETENTION & CORRECTION	431.38
	COPIERS NORTHWEST		UTIL ADMIN	552.42
	COPIERS NORTHWEST		POLICE PATROL	644.27
	COPIERS NORTHWEST		OFFICE OPERATIONS	644.55
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	657.29
	COPIERS NORTHWEST		MUNICIPAL COURTS	667.55
	COPIERS NORTHWEST		POLICE INVESTIGATION	808.49
	COPIERS NORTHWEST		RECREATION SERVICES	991.79
	COPIERS NORTHWEST		EXECUTIVE ADMIN	1,333.94
173393	CORE & MAIN LP	HACH ELECTRODE, CABLE	WASTE WATER TREATMENT	1,473.28
	CORE & MAIN LP	METER, BUFFER SOLUTION KIT	WASTE WATER TREATMENT	1,510.82
	CORE & MAIN LP	METERS	METER READING	20,282.76
	CORE & MAIN LP		METER READING	57,106.80
173394	CORRECTIONS, DEPT OF	TRAIL MAINTENANCE	PARK & RECREATION FAC	60.70
	CORRECTIONS, DEPT OF		SOURCE OF SUPPLY	100.83
173395	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	117.25
173396	DAILY JOURNAL OF COM	NTS BID AD	TRANSPORTATION	107.10
	DAILY JOURNAL OF COM	INTERSECTION RFP ADVERTISING	GMA - STREET	224.40
	DAILY JOURNAL OF COM	ADVERTISEMENT	SURFACE WATER CAPITAL	265.20
173397	DESANTIS, ANNE	INTERPRETER SERVICE	COURTS	164.84
173398	DICKS TOWING	TOWING 24-55212	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-56630	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-56867	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-57645	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-57853	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-56697	POLICE PATROL	103.38
173399	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
173400	ENVIRONMENTAL SCIENCE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	6,978.00
	ENVIRONMENTAL SCIENCE		SURFACE WATER CAPITAL	16,758.11
173401	EOFF, JANET	REFUND - CREDIT BALANCE	PARKS-RECREATION	20.00
173402	ETSELL, SAMANTHA	UB REFUND:	WATER/SEWER OPERATION	32.35
173403	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	145.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	280.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	1,330.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	9,530.00
173404	EWING IRRIGATION	HERBICIDE SPRAYER	WATER RESERVOIRS	129.90
173405	FEDEX	SHIPPING FEE	WATER DIST MAINS	13.27
173406	FIDELITY NATIONAL	RECONVEYANCE FEE	GMA - STREET	496.35
173407	FOOT WORKS	INSTRUCTOR SERVICE	RECREATION SERVICES	360.00
173408	FORBES, OANH	UB REFUND:	GARBAGE	247.14
173409	FRANCOTYP-POSTALIA	MAIL MACHINE RENTAL	OFFICE OPERATIONS	171.54
173410	GALA FC	REFUND - CREDIT BALANCE	PARKS-RECREATION	50.00
173411	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	961.80
	GEOTEST SERVICES INC	CHARACTERIZATION/CONDITION REPORT	CAPITAL EXPENDITURES	5,367.50
173412	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GENL GVRNMNT SERVICES	3,011.00
173413	GOVCONNECTION INC	SURFACE PROS WITH OTTER BOXES	IS REPLACEMENT ACCOUNTS	10,623.95
173414	GRAINGER	RELAY	WATER FILTRATION PLANT	65.86
	GRAINGER	TUBING	SEWER PRETREATMENT	260.36
	GRAINGER	POWER SUPPLIES	SOURCE OF SUPPLY	649.40

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173414	GRAINGER	POWER SUPPLIES	WATER FILTRATION PLANT	649.50
173415	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	7,022.49
173416	GRAY, REGINA & GORDO	UB REFUND:	WATER/SEWER OPERATION	248.45
173417	H2O SOLUTIONS, LLC	RETAINAGE RELEASE	WATER/SEWER OPERATION	4,700.00
173418	HACH COMPANY	LAB CHEMICALS	WASTE WATER TREATMENT	63.77
173419	HAMMONTREE, KAREN	REFUND - CREDIT BALANCE	PARKS-RECREATION	7.00
173420	HD FOWLER COMPANY	AIR-VAC	WATER DIST MAINS	59.21
	HD FOWLER COMPANY	WATER SERVICE REPLACEMENT	WATER SERVICES	122.31
	HD FOWLER COMPANY	460 ZONE RELIEF	WATER DIST MAINS	302.83
	HD FOWLER COMPANY	FITTINGS, COUPLING, GASKETS	WASTE WATER TREATMENT	491.61
	HD FOWLER COMPANY	AIR-VAC	PUMPING PLANT	870.89
	HD FOWLER COMPANY	52ND ST PRV STRAINER	WATER DIST MAINS	1,526.79
	HD FOWLER COMPANY	WATER SUPPLY LINE REPAIR	WATER DIST MAINS	1,787.88
	HD FOWLER COMPANY	HYDRANT REPLACEMENT	WATER CAPITAL PROJECTS	4,433.78
	HD FOWLER COMPANY	HYDRANT REPAIR	HYDRANTS	4,527.63
173421	HOLLAND, ROBBY	UB REFUND:	GARBAGE	321.02
173422	HOME DEPOT PRO	FIRST AID KIT	ER&R	18.32
173423	HOOVER, TAMI & JASON	UB REFUND:	WATER/SEWER OPERATION	30.83
173424	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
173425	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
173426	INTERSTATE RESTORATION	MOLD REMOVAL	MAINTENANCE	8,608.11
173427	INTRADO LIFE & SAFETY	E911 SERVICE	COMPUTER SERVICES	437.60
173428	JJ POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH	POLICE ADMINISTRATION	275.00
173429	KASABI, ETI IVERSON	UB REFUND:	WATER/SEWER OPERATION	215.49
173430	LABOR & INDUSTRIES	MAG LICENSE	POLICE PATROL	125.00
173431	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	65.09
	MARYSVILLE, CITY OF	4708 79TH AVE NE	PARK & RECREATION FAC	124.13
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	124.48
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	130.08
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	169.01
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	306.71
	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	312.31
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	359.21
	MARYSVILLE, CITY OF	1635 GROVE ST	PUBLIC SAFETY BLDG	627.86
	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	1,151.16
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,224.66
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,787.88
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,813.18
	MARYSVILLE, CITY OF	6810 84TH ST NE	GOLF ADMINISTRATION	16,115.25
173432	MCMASTER-CARR	WATER LINE REPAIR	WASTE WATER TREATMENT	702.60
173433	METTE, JOIE	ARTICULATION CONFERENCE	COMMUNITY SERVICES UNIT	306.00
	METTE, JOIE	REIMBURSEMENT - AIRLINE	COMMUNITY SERVICES UNIT	565.19
173434	MOHAPATRA, NIBEDITA	UB REFUND:	WATER/SEWER OPERATION	10.67
173435	MOLDOVAN-AMARAL, CRI	INTERPRETER SERVICE	COURTS	150.00
173436	NAPA AUTO PARTS	GASKET REPAIR	WASTE WATER TREATMENT	39.77
	NAPA AUTO PARTS	AIR/FUEL/OIL FILTERS, RELAYS	ER&R	680.26
	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,325.05
173437	NGUYEN, HOA & TRAM	UB REFUND:	GARBAGE	279.49
173438	NORTH CENTRAL LABORA	CHEMICALS FOR LAB	WATER/SEWER OPERATION	-67.06
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	780.44
173439	NORTH SOUND MEDIA	ADVERTISING ON RADIO	OPERA HOUSE	100.00
173440	PACIFIC POWER BATTER	BATTERIES	FACILITY MAINTENANCE	37.81
173441	PACIFIC POWER GROUP	GENERATOR PANEL REPLACEMENT	SEWER LIFT STATION	7,271.19
173442	PAPE MACHINERY	COOLANT	WASTE WATER TREATMENT	15.96
	PAPE MACHINERY		WASTE WATER TREATMENT	31.92

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173443	PEACE OF MIND	COMMISSION MEETING	COMMUNITY	118.40
	PEACE OF MIND	CITY COUNCIL MEETING MINUTES	CITY CLERK	336.70
173444	PENWAY LTD	LAND USE SIGNS	COMMUNITY	715.48
	PENWAY LTD		COMMUNITY	858.57
173445	PERTEET ENGINEERING	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	381.25
173446	PGC INTERBAY LLC	REIMBURSEMENT - GOLF PAYROLL	PRO-SHOP	12,132.19
	PGC INTERBAY LLC		MAINTENANCE	16,974.11
173447	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	2,040.00
173448	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	155.46
173449	POLICE & SHERIFFS PR	UNIFORM - ENSLEY/ADKISSON	GENERAL FUND	-3.06
	POLICE & SHERIFFS PR		DETENTION & CORRECTION	17.83
	POLICE & SHERIFFS PR		OFFICE OPERATIONS	17.83
173450	POSTAL SERVICE	POSTAGE FOR NEWSLETTER	NON-DEPARTMENTAL	6,204.21
173451	PUD	ACCT #205136245	SEWER LIFT STATION	19.57
	PUD	ACCT #202461034	UTIL ADMIN	36.30
	PUD	ACCT #222871949	PARK & RECREATION FAC	37.15
	PUD	ACCT #202012589	PARK & RECREATION FAC	38.11
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	40.69
	PUD	ACCT #201672136	SEWER LIFT STATION	41.64
	PUD	ACCT #202476438	SEWER LIFT STATION	45.80
	PUD	ACCT #201668043	PARK & RECREATION FAC	50.68
	PUD	ACCT #202178158	SEWER LIFT STATION	55.88
	PUD	ACCT #203430897	STREET LIGHTING	57.45
	PUD	ACCT #223919549	STREET LIGHTING	58.00
	PUD	ACCT #203005160	STREET LIGHTING	61.77
	PUD	ACCT #220792733	STREET LIGHTING	67.40
	PUD	ACCT #202524690	PUMPING PLANT	69.28
	PUD	ACCT #200571842	TRANSPORTATION	74.99
	PUD	ACCT #202557450	STREET LIGHTING	75.05
	PUD	ACCT #203199732	TRANSPORTATION	75.09
	PUD	ACCT #202368551	PARK & RECREATION FAC	75.14
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	75.24
	PUD	ACCT #202694337	TRANSPORTATION	76.39
	PUD	ACCT #200827277	TRANSPORTATION	76.63
	PUD	ACCT #202368544	TRANSPORTATION	77.69
	PUD	ACCT #220761803	OPERA HOUSE	80.83
	PUD	ACCT #202143111	TRANSPORTATION	89.48
	PUD	ACCT #223735101	STREET LIGHTING	91.91
	PUD	ACCT #203231006	TRANSPORTATION	100.85
	PUD	ACCT #223154923	STREET LIGHTING	102.11
	PUD	ACCT #200084036	TRANSPORTATION	106.46
	PUD	ACCT #200625382	SEWER LIFT STATION	109.56
	PUD	ACCT #223764663	SEWER LIFT STATION	111.77
	PUD	ACCT #202000329	PARK & RECREATION FAC	124.75
	PUD	ACCT #202463543	SEWER LIFT STATION	126.26
	PUD	ACCT #224248013	STREET LIGHTING	126.92
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	145.23
	PUD	ACCT #203223458	PARK & RECREATION FAC	153.99
	PUD	ACCT #201021698	PARK & RECREATION FAC	154.82
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	155.57
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	166.49
	PUD	ACCT #200070449	TRANSPORTATION	185.91
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	189.15
	PUD	ACCT #201065281	PARK & RECREATION FAC	192.70

FOR INVOICES FROM 10/30/2024 TO 10/30/2024

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173451	PUD	ACCT #220761175	OPERA HOUSE	221.93
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	227.68
	PUD	ACCT #222025900	PUMPING PLANT	237.93
	PUD	ACCT #221100092	GMA - STREET	277.29
	PUD	ACCT #201021607	PARK & RECREATION FAC	299.30
	PUD	ACCT #202499489	PARK & RECREATION FAC	335.26
	PUD	ACCT #201587284	WASTE WATER TREATMENT	749.11
	PUD	ACCT #200586485	SEWER LIFT STATION	751.97
	PUD	ACCT #202689287	WASTE WATER TREATMENT	820.85
	PUD	ACCT #223003021	NON-DEPARTMENTAL	9,356.84
173452	PULTE HOMES OF WA	UB REFUND:	WATER/SEWER OPERATION	122.49
173453	PULTE HOMES OF WA		WATER/SEWER OPERATION	125.99
173454	REECE TRUCKING	DUMP CLEAN DRY DIRT	GMA-PARKS	37.83
	REECE TRUCKING	DUMP SOD	STORM DRAINAGE	83.20
	REECE TRUCKING	DUMP CLEAN DRY DIRT	GMA-PARKS	1,169.97
	REECE TRUCKING		GMA-PARKS	1,919.52
173455	RICH, KATIE	REIMBURSEMENT - TRAVEL	GIS SERVICES IS	31.20
173456	RUTKOWSKI, SIERRA		PERSONNEL ADMINISTRATION	90.30
173457	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	158.14
173458	SHANKS, KAT	REFUND - WEDDING DEPOSIT	GENERAL FUND	250.00
173459	SHAW, T'NA	REFUND - CREDIT BALANCE	PARKS-RECREATION	13.00
173460	SMITH, TERRY R & PRI	UB REFUND:	WATER/SEWER OPERATION	32.78
173461	SNO CO PUBLIC WORKS	SOLID WASTE SERVICE	ROADSIDE VEGETATION	58.00
	SNO CO PUBLIC WORKS		POLICE PATROL	225.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	230,254.00
173462	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	82,926.75
173463	SOUND PUBLISHING	EMERGENCY PREPAREDNESS AD RUN	EXECUTIVE ADMIN	550.00
173464	SOUND PUBLISHING	NOTICE OF APPLICATION PUBLISHING	COMMUNITY	68.92
173465	SOUND PUBLISHING	APPLICATION PUBLISHING	COMMUNITY	96.44
173466	SOUND PUBLISHING	CITY ORDINANCE PUBLICATION	CITY CLERK	51.72
173467	SUPER HAWK CANOPY	TOOLBOX FOR BED OF TRUCK	WASTE WATER TREATMENT	1,858.71
173468	THOMAS, ARVIN	UB REFUND:	GARBAGE	1,048.60
173469	TRIVETT, MARK A	PROTEM SERVICE	MUNICIPAL COURTS	185.00
173470	TRUE NORTH EQUIPMENT	JOYSTICK SWITCHES	ER&R	49.94
	TRUE NORTH EQUIPMENT	BUSHINGS	ER&R	101.84
	TRUE NORTH EQUIPMENT	MICRO SWITCHES	ER&R	115.26
	TRUE NORTH EQUIPMENT	CUROTTO CYLINDERS, BELTS, PINS	ER&R	3,408.50
173471	TULALIP CHAMBER	REFUND - DEPOSIT FOR OPERA HOUSE	GENERAL FUND	500.00
173472	TUTTLE, KATHERINE	REFUND - BARN FEE	PARKS-RECREATION	115.00
173473	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	54.95
173474	USA BLUEBOOK	LAB SUPPLIES	WASTE WATER TREATMENT	519.70
	USA BLUEBOOK	WATER QUALITY SUPPLIES	SUNNYSIDE FILTRATION	638.93
173475	USDA-APHIS-WILDLIFE	PERSONNEL COMPENSATION SUPPORT	STORM DRAINAGE	1,295.86
173476	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	231.68
	VESTIS GROUP INC.		OPERA HOUSE	231.68
173477	WAGNER, RON	REIMBURSEMENT - CABLES AND CHARGES	CRIME PREVENTION	40.46
173478	WASTE MANAGEMENT	RECYCLING SERVICE	RECYCLING OPERATION	507,129.09
173479	WASTE MANAGEMENT	SPECIAL SOLID WASTE SERVICE	WASTE WATER TREATMENT	4,825.62
173480	WESTERN DISPLAY	FIREWORKS INSTALLMENT 2025	COMMUNITY EVENTS	15,000.00
173481	WESTERN SOLAR	PV SYSTEM	CAPITAL EXPENDITURES	2,146.11
173482	WOODLAND RESOURCE	WEED SPRAYING	WASTE WATER TREATMENT	1,941.85
173483	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	66.10
173484	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	74.39
173485	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	129.43
173486	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	72.72

FOR INVOICES FROM 10/30/2024 TO 10/30/2024

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173487	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	74.39
173488	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	72.72
			WARRANT TOTAL:	**1,369,028.49**

GAYLON, COOPER	160254	UNCLAIMED PROPERTY	25.00
WALKER MOTOR WORKS LLC	160280	UNCLAIMED PROPERTY	37.82
AGING OPTIONS	160287	UNCLAIMED PROPERTY	250.00
RAKESH GUPTA	160309	UNCLAIMED PROPERTY	25.00
REAL TRUST ALTERNATIVES	160645	UNCLAIMED PROPERTY	298.43
RANN, MIKE	160995	UNCLAIMED PROPERTY	11.01
RANG KIM NGUYEN	161297	UNCLAIMED PROPERTY	117.35
UNDERGROUND LOCATION	161515	UNCLAIMED PROPERTY	776.16
KATIE NEWELL	161627	UNCLAIMED PROPERTY	8.00
LEANNE OSTLIE	161631	UNCLAIMED PROPERTY	8.00
KAITLYN PHARES	161636	UNCLAIMED PROPERTY	8.00
BETIEL TEKLEAB	161666	UNCLAIMED PROPERTY	10.00
BARKHURST, THOMAS	161702	UNCLAIMED PROPERTY	31.25
KAUFMAN, KRISSY	161774	UNCLAIMED PROPERTY	26.95
KAUFMAN, KRISSY	161775	UNCLAIMED PROPERTY	15.21
ELIZABETH MAJOR	161791	UNCLAIMED PROPERTY	12.00
ALIZA REECE	161818	UNCLAIMED PROPERTY	24.00
KATHLEEN SPENCER	161840	UNCLAIMED PROPERTY	60.73
NICOLAS ELVROM	161942	UNCLAIMED PROPERTY	12.00
CASSIE MCKEE	162002	UNCLAIMED PROPERTY	24.00
ERIK OSTERGAARD	162022	UNCLAIMED PROPERTY	12.00
RUBY WALKER	162080	UNCLAIMED PROPERTY	12.00
MACDONALD, TONYA	162443	UNCLAIMED PROPERTY	33.81
STILES, ROBERT G	162636	UNCLAIMED PROPERTY	28.33
LORCH, DAVID & CATHRINE	162772	UNCLAIMED PROPERTY	23.00
BEAVER HEATING & AIR	162831	UNCLAIMED PROPERTY	70.00
THOMAS ORWILER	162930	UNCLAIMED PROPERTY	50.00
STATE ROOFING INC.	163175	UNCLAIMED PROPERTY	156.50
KATHLEEN E MURPHY	163534	UNCLAIMED PROPERTY	24.00
SMITH, SANDRA	163567	UNCLAIMED PROPERTY	257.49
BROOKS, AARON	163764	UNCLAIMED PROPERTY	193.94
PACIFIC NW TITLE	172734	CHECK LOST/DAMAGED	420.00

REASON FOR VOIDS:

WARRANT TOTAL: **$1,365,966.51**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

AGENDA ITEM NO. 4.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Senior Accounting Technician Shannon Early, Finance
ITEM TYPE:	Claims
AGENDA SECTION:	**Consent**
SUBJECT:	November 6, 2024, Claims in the Amount of $1,378,724.78 Paid by EFT Transactions and Check Numbers 173489 through 173607
SUGGESTED ACTION:	

SUMMARY:

ATTACHMENTS:
Weekly_Claims_Report.rtf

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 11/6/2024 TO 11/6/2024

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173489	LICENSING, DEPT OF	FIREARMS - CPL'S	INTERGOVERNMENTAL	729.00
173490	BOYD, RAE	NURSE MEDICAL	DETENTION & CORRECTION	6,500.00
	BOYD, RAE		DETENTION & CORRECTION	43,000.00
173491	911 SUPPLY INC.	THOMPSON, UNIFORMS	POLICE PATROL	57.66
	911 SUPPLY INC.	UNIFORMS - FAKKEMA	POLICE PATROL	60.79
	911 SUPPLY INC.	UNIFORMS - BRAR	POLICE PATROL	71.74
	911 SUPPLY INC.	UNIFORMS, FLAHERTY	PRO ACT TEAM	139.69
	911 SUPPLY INC.	UNIFORM PATCH	DETENTION & CORRECTION	170.34
	911 SUPPLY INC.	UNIFORM BADGES	POLICE PATROL	349.34
	911 SUPPLY INC.	FAKKEMA JUMPSUIT	POLICE PATROL	551.62
	911 SUPPLY INC.	UNIFORMS - FAKKEMA	POLICE PATROL	984.93
	911 SUPPLY INC.	UNIFORMS, HOUDE	POLICE PATROL	1,279.98
	911 SUPPLY INC.	ESW VEST	EMBEDDED SOCIAL WORKER	2,055.52
173492	AGUAYO PRO GARDNER L	UB REFUND: 17614 29TH AVE NE	WATER/SEWER OPERATION	165.80
173493	ALEXANDER PRINTING	WELLNESS	POLICE ADMINISTRATION	90.69
173494	ALPINE PRODUCTS INC	CEDAR FIELDS PROJECT	GMA-PARKS	537.15
	ALPINE PRODUCTS INC		TRAFFIC CONTROL DEVICES	537.16
173495	APOLLO CONCRETE	CONCRETE CUTTING FOR CB INSTALL	GMA-PARKS	656.40
173496	ARI PHOENIX INC	MISC SHOP SUPPLIES	EQUIPMENT RENTAL	1,120.26
173497	AXON ENTERPRISE INC	AXON BWC SERVICES	POLICE PATROL	259,852.67
173498	BARRON HOLDINGS, LLC	UB REFUND: 1068 STATE AVE	GARBAGE	252.22
173499	BICKFORD FORD	V022 WATER PUMP TO TIMING COVER SEAL	EQUIPMENT RENTAL	8.23
	BICKFORD FORD	J015 SHIFT INDICATOR	EQUIPMENT RENTAL	70.28
	BICKFORD FORD	V043 WINDSHIELD MOULDING CLIPS	EQUIPMENT RENTAL	115.53
173500	BILLING DOCUMENT SPE	BILL PRINTING SERVICES	UTILITY BILLING	2,698.49
173501	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	OPERA HOUSE	50.00
173502	CATERING BY TARA	CATERING FOR LOL COMEDY SHOW	OPERA HOUSE	6,838.87
173503	CLEARWATER PACKAGE	JAIL SUPPLIES	DETENTION & CORRECTION	2,013.91
173504	COOP SUPPLY	BOLTS FOR CAGE/LOCK-UP IN STREETS	ROADWAY MAINTENANCE	16.59
173505	CORE & MAIN LP	HACH DR3900 VIS SPECTROPHOTOMETER	WASTE WATER TREATMENT	6,505.58
173506	CORNERSTONE HOMES NW	REFUND ON DUPLICATE PAYMENT	COMMUNITY DEVELOPMENT	1,654.00
173507	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	8,132.00
173508	CRYSTAL SPRINGS	WATER SERVICE	OFFICE OPERATIONS	89.22
	CRYSTAL SPRINGS		POLICE PATROL	100.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	100.00
173509	CUMMINS NORTHWEST	J025 FUEL INJECTOR SERVICE	EQUIPMENT RENTAL	693.34
173510	CUZ CONCRETE PROD	CEDAR FIELDS PROJECT	GMA-PARKS	304.42
173511	DELL	HAVAS DOCKS	IS REPLACEMENT ACCOUNTS	23,497.48
173512	DICKS TOWING	J047 TOW	EQUIPMENT RENTAL	334.96
173513	DOBBS PETERBILT	CREDIT FOR CORE	EQUIPMENT RENTAL	-43.46
	DOBBS PETERBILT	J024 BRAKE & WHEEL BEARING PARTS	EQUIPMENT RENTAL	307.91
	DOBBS PETERBILT	J024 BRAKE PARTS	EQUIPMENT RENTAL	394.58
173514	DONNELSON ELECTRIC	OUTLETS FOR AUTO WINDOW SHADES	CIVIC CENTER	2,408.44
173515	E&E LUMBER	FACILITIES SHOP SUPPLIES	FACILITY MAINTENANCE	8.14
	E&E LUMBER	BEIGE A/C CORD	WASTE WATER TREATMENT	16.61
	E&E LUMBER	CONCRETE FORMING TUBE	SIDEWALK MAINTENANCE	23.04
	E&E LUMBER	SHOP SUPPLIES - CLEANER/DEGREASER	EQUIPMENT RENTAL	119.99
	E&E LUMBER	REPAIR SUPPLIES	POLICE PATROL	193.67
173516	EAGLE PEST ELIMINATO	PEST SERVICE FOR PIGEONS AT PW BUILDING	MAINT OF GENL PLANT	749.39
173517	EARTHWORK SOLUTIONS	PAY ESTIMATE #1	WATER CAPITAL PROJECTS	596,469.97
173518	EDWARDS, VINCENT	UB REFUND: 5815 148TH PL NE	WATER/SEWER OPERATION	182.73
173519	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
173520	EVERETT STAMP WORKS	NOTARY STAMP - ROCHELLE BARKER	LEGAL-GENL	57.11
173521	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	20.70
	EVERETT, CITY OF		WATER QUAL TREATMENT	95.40
	EVERETT, CITY OF		WASTE WATER TREATMENT	878.80

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173521	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	1,115.25
173522	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	62,000.00
173523	FIELD, CHRISTOPHER	REIMBURSE - MECH CERT & ELECTICAL LIC	COMMUNITY	220.00
173524	FIRST AMERICAN TITLE	GUARANTEE SUBDIVISION/PLAT CERTIFICATE	GMA - STREET	384.65
173525	FISHER, AUSTA	REFUND PERMIT CHARGES	GENERAL FUND	250.00
173526	GIESBRECHT, BRADFORD	INSTRUCTOR PAYMENT	RECREATION SERVICES	210.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	216.00
173527	GILLIS, SUZANNE	UB REFUND: 2816 175TH PL NE	WATER/SEWER OPERATION	273.86
173528	GLASS FIX LLC	P166 WINDSHIELD REPLACEMENT	EQUIPMENT RENTAL	355.55
173529	GRAINGER	FAUCET HANDLE - JENNINGS NATURE PARK	PARK & RECREATION FAC	29.95
173530	GRANITE CONST	PAVING FOR CATCH BASINS	GMA-PARKS	140.67
	GRANITE CONST	ASPHALT REPAIR AND PATCHING	ROADWAY MAINTENANCE	147.71
	GRANITE CONST		ROADWAY MAINTENANCE	218.04
	GRANITE CONST	ASPHALT FOR CEDAR FIELDS PROJECT	GMA-PARKS	4,891.88
173531	GREENSHIELDS INDS	PW MAINTENANCE/WASH RACK	MAINT OF GENL PLANT	183.14
173532	GUESS, VANESSA	LOL COMEDY EVENT	OPERA HOUSE	650.00
173533	HALBERT, SHANNON	UB REFUND: 11121 46TH AVE NE	GARBAGE	10.27
	HALBERT, SHANNON		GARBAGE	39.91
	HALBERT, SHANNON		GARBAGE	154.10
173534	HART, ASHLEY	UB REFUND: 5621 87TH AVE NE	WATER/SEWER OPERATION	461.01
173535	HAWTHORNE, LAURA	REFUND - PICKLEBALL	PARKS-RECREATION	75.00
173536	HDR ENGINEERING	88TH ST NE CORRIDOR IMPROVEMENT	GMA - STREET	4,241.79
	HDR ENGINEERING		GMA - STREET	4,727.82
173537	HENLEY, LAURA	INSTRUCTOR PAYMENT	RECREATION SERVICES	2,090.25
	HENLEY, LAURA		RECREATION SERVICES	2,090.25
173538	HENNIG, JEANINE TULL		OPERA HOUSE	30.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	468.00
173539	INGRAHAM, GERRIE P		RECREATION SERVICES	288.00
173540	J & B TOOLS, LLC	SHOP - SMALL TOOLS	EQUIPMENT RENTAL	1,056.98
173541	JAMIESON, ELIZABETH	REFUND - SOCIAL BALLROOM DANCING	PARKS-RECREATION	55.00
	JAMIESON, ELIZABETH		PARKS-RECREATION	65.00
173542	JJ POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH	POLICE ADMINISTRATION	275.00
173543	JULZ ANIMAL HOUZ	WELLNESS DOG MOLLY	POLICE ADMINISTRATION	57.15
173544	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
173545	KBHPNW LLC	REFUND: MAGNOLIA CREST LOTS 12, 17, 26, 82	WATER/SEWER OPERATION	68.88
173546	KBHPNW LLC		WATER/SEWER OPERATION	93.38
173547	KBHPNW LLC		WATER/SEWER OPERATION	485.38
173548	KBHPNW LLC		WATER/SEWER OPERATION	500.00
173549	LANGAN, MARGARET	REFUND - SOCIAL BALLROOM DANCING	PARKS-RECREATION	13.00
	LANGAN, MARGARET		PARKS-RECREATION	13.00
	LANGAN, MARGARET		PARKS-RECREATION	13.00
	LANGAN, MARGARET		PARKS-RECREATION	13.00
173550	LARSON, EMMA	LOL COMEDY EVENT	OPERA HOUSE	650.00
173551	LEIGH, RENEE	UB REFUND: 3556 84TH AVE NE	GARBAGE	169.06
173552	LEIGH, RENEE		WATER/SEWER OPERATION	356.49
173553	LES SCHWAB TIRE CTR	A012 TIRES	EQUIPMENT RENTAL	594.72
	LES SCHWAB TIRE CTR	J029 DRIVE TIRES	EQUIPMENT RENTAL	1,284.12
173554	LGI HOMES WASHINGTON	UB REFUND: 8552 35TH PL NE	WATER/SEWER OPERATION	25.00
173555	LOWES HIW INC	FACILITIES SUPPLIES - WALL HANGING STRIPS	FACILITY MAINTENANCE	25.94
	LOWES HIW INC	ALV SERV REPLACEMENT RESTORATION	WATER SERVICES	201.18
173556	LYNN PEAVEY COMPANY	SUPPLIES FOR EVIDENCE	POLICE PATROL	91.71
173557	MB COMPANIES, INC.	BLOWER AIR TIP	TRAFFIC CONTROL DEVICES	126.47
173558	MCCOOL, JONATHAN & J	UB REFUND: 6411 81ST DR NE	WATER/SEWER OPERATION	257.11
173559	MCGINTY, TRUDY	REFUND - MCGINTY CHRISTMAS PARTY	PARKS-RECREATION	115.00
173560	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	315.00
	MPAC		RECREATION SERVICES	561.60
173561	NAPA AUTO PARTS	SHOP SUPPLIES	EQUIPMENT RENTAL	28.42
	NAPA AUTO PARTS	SHOP SUPPLIES - FLOOR SQUEEGEES	EQUIPMENT RENTAL	217.68

FOR INVOICES FROM 11/6/2024 TO 11/6/2024

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173562	NELSON-REISNER	ENGINE OIL, GEAR LUBE, HYDRAULIC OIL	ER&R	4,052.49
173563	NEVI, MONICA MARIE	LOL COMEDY EVENT	OPERA HOUSE	1,000.00
173564	NW MOBILE FLAGGING	FLAGGING CERTIFICATION - BUELL	UTIL ADMIN	90.00
173565	OLSON, MATTHEW & LIS	UB REFUND: 4925 61ST DR NE	GARBAGE	95.93
173566	OREILLY AUTO PARTS	814 DOME LIGHT SWITCH RETURN	EQUIPMENT RENTAL	-271.64
	OREILLY AUTO PARTS	V022 THERMOSTAT & WATER PUMP PARTS	EQUIPMENT RENTAL	5.01
	OREILLY AUTO PARTS	814 DOOR AJAR SWITCH	EQUIPMENT RENTAL	38.40
	OREILLY AUTO PARTS	J055 BRAKE PARTS	EQUIPMENT RENTAL	67.30
	OREILLY AUTO PARTS	H212 TIAL LAMPS & NEUTRAL SWITCH	EQUIPMENT RENTAL	75.90
	OREILLY AUTO PARTS	J010 HEATER PARTS	EQUIPMENT RENTAL	81.44
	OREILLY AUTO PARTS	J055 BRAKE PARTS	EQUIPMENT RENTAL	90.34
	OREILLY AUTO PARTS	V022 THERMOSTAT & WATER PUMP PARTS	EQUIPMENT RENTAL	103.70
	OREILLY AUTO PARTS	814 DOME LIGHT SWITCH	EQUIPMENT RENTAL	271.64
	OREILLY AUTO PARTS	J055 BRAKE PARTS	EQUIPMENT RENTAL	643.76
173567	OTAK	156TH ST NE WIDENING SERVICES	GMA - STREET	4,857.32
173568	PACIFIC PLUMBING	PARTS/STOCK FOR FACILITIES	FACILITY MAINTENANCE	1,283.25
173569	PACIFIC TOPSOILS	BRUSH DUMPING/RECYCLING	ROADSIDE VEGETATION	197.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	197.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	395.20
173570	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	68.72
	PETROCARD SYSTEMS		ENGR-GENL	97.07
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	161.93
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	181.69
	PETROCARD SYSTEMS		COMMUNITY	222.39
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	223.22
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,140.26
	PETROCARD SYSTEMS		GENERAL	3,494.72
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,262.93
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	9,209.36
	PETROCARD SYSTEMS		POLICE PATROL	9,946.97
173571	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	29.04
	PGC INTERBAY LLC		PRO-SHOP	45.16
	PGC INTERBAY LLC		MAINTENANCE	66.11
	PGC INTERBAY LLC		PRO-SHOP	169.89
	PGC INTERBAY LLC		PRO-SHOP	186.28
	PGC INTERBAY LLC		PRO-SHOP	355.34
	PGC INTERBAY LLC		MAINTENANCE	436.38
	PGC INTERBAY LLC		PRO-SHOP	502.45
	PGC INTERBAY LLC		MAINTENANCE	545.19
	PGC INTERBAY LLC		MAINTENANCE	661.15
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,316.61
	PGC INTERBAY LLC		PRO-SHOP	2,241.98
	PGC INTERBAY LLC		MAINTENANCE	2,736.41
	PGC INTERBAY LLC		GOLF COURSE	6,819.26
173572	PIGSKIN UNIFORMS	LIFFRIG, JUMPSUIT	POLICE PATROL	754.86
173573	PLATT ELECTRIC	MCC LIGHTS	PUMPING PLANT	20.55
	PLATT ELECTRIC	MCC PANELS	PUMPING PLANT	136.95
173574	POSTAL SERVICE	MAILING COSTS-2025 WINTER/SPRING PARKS	RECREATION SERVICES	7,791.02
173575	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
173576	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	10,688.96
173577	PUBLIC SAFETY TESTIN	OFFICER TESTING	COMMUNITY SERVICES UNIT	72.00
	PUBLIC SAFETY TESTIN		DETENTION & CORRECTION	246.00
	PUBLIC SAFETY TESTIN		POLICE PATROL	708.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	3,190.00
173578	PUD	ACCT #204933311	PUMPING PLANT	34.65

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173578	PUD	ACCT #200998532	PARK & RECREATION FAC	35.81
	PUD	ACCT #224162602	PARK & RECREATION FAC	37.23
	PUD	ACCT #202220760	GOLF ADMINISTRATION	40.50
	PUD	ACCT #202791166	PUMPING PLANT	43.53
	PUD	ACCT #201610185	TRANSPORTATION	46.65
	PUD	ACCT #202140489	TRANSPORTATION	60.45
	PUD	ACCT #202368536	TRANSPORTATION	61.02
	PUD	ACCT #201380995	PUMPING PLANT	62.76
	PUD	ACCT #202102190	TRANSPORTATION	71.15
	PUD	ACCT #220153100	TRANSPORTATION	71.17
	PUD	ACCT #202183679	TRANSPORTATION	80.92
	PUD	ACCT #200869303	TRANSPORTATION	89.17
	PUD	ACCT #201670890	TRANSPORTATION	110.72
	PUD	ACCT #220298624	STREET LIGHTING	131.18
	PUD	ACCT #202689105	WASTE WATER TREATMENT	132.97
	PUD	ACCT #202490637	SEWER LIFT STATION	133.59
	PUD	ACCT #202572327	STREET LIGHTING	135.42
	PUD	ACCT #202294336	STREET LIGHTING	138.03
	PUD	ACCT #202030078	TRANSPORTATION	179.61
	PUD	ACCT #220731285	STREET LIGHTING	200.82
	PUD	ACCT #200084150	TRANSPORTATION	229.25
	PUD	ACCT #201639630	GOLF ADMINISTRATION	601.15
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,989.43
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,995.79
	PUD	ACCT #201147253	PUMPING PLANT	2,063.92
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	2,264.63
	PUD	ACCT #201577921	PUMPING PLANT	6,346.94
173579	PUDELKA, JOSEPH	88TH ST NE CORRIDOR IMPROVEMENT	GMA - STREET	765.16
173580	REECE TRUCKING	HAULING OUT FROM SHOP BUNKERS	ROADWAY MAINTENANCE	106.88
	REECE TRUCKING		WATER DIST MAINS	106.88
	REECE TRUCKING		STORM DRAINAGE	106.88
	REECE TRUCKING		ROADWAY MAINTENANCE	392.96
	REECE TRUCKING		WATER DIST MAINS	392.96
	REECE TRUCKING		STORM DRAINAGE	392.96
	REECE TRUCKING	PAY ESTIMATE #13	GMA - STREET	155,208.59
173581	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	SEWER LIFT STATION	3,988.28
	RH2 ENGINEERING INC	SR 528 WATER MAIN REPLACEMENT SERVICES	WATER CAPITAL PROJECTS	8,555.16
173582	ROSES, LAUREL D	UB REFUND: 14727 43RD AVE NE #78	WATER/SEWER OPERATION	25.00
173583	ROYAL, WILLIAM	UB REFUND: 5401 96TH PL NE	WATER/SEWER OPERATION	150.49
173584	SHI INTERNATIONAL	ADOBE INDESIGN LICENSES	COMMUNITY	810.09
173585	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	597.30
173586	SOUND PUBLISHING	NOTICE OF PUBLIC HEARING	COMMUNITY	72.24
173587	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTIO		MAINT OF GENL PLANT	84.24
173588	SPRINGBROOK NURSERY	TOPSOIL FOR BACKFILL ON 123RD PROJECT	ROADSIDE VEGETATION	24.00
	SPRINGBROOK NURSERY	BARK FOR LANDSCAPES	ROADSIDE VEGETATION	31.02
173589	STRAWBERRY LANES	INSTRUCTOR PAYMENT	RECREATION SERVICES	392.00
173590	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	2,249.50
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	5,390.00
173591	TRAFFIC SAFETY SUPPL	SIGNS - STREETS SHOP STOCK	TRANSPORTATION	1,561.15
	TRAFFIC SAFETY SUPPL		TRANSPORTATION	2,819.62
173592	TRAIL-EZE INC	F007 TRAILER DECK LOCK DOWN LATCH	EQUIPMENT RENTAL	1,796.78
173593	TRUE NORTH EQUIPMENT	CC16 LEAF SPRING - FORK	EQUIPMENT RENTAL	704.99
173594	ULINE	BALANCE DUE	DETENTION & CORRECTION	30.00
	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	454.74
173595	USA BLUEBOOK	PLANT WQ SAMPLING	SUNNYSIDE FILTRATION	567.34
173596	UTILITIES UNDERGROUN	EXCAVATION NOTICES-SEPTERMBER 2024	UTILITY LOCATING	800.70
173597	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	120.03

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 11/6/2024 TO 11/6/2024

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
173597	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	480.23
	VERIZON		POLICE PATROL	2,760.86
173598	VESTIS GROUP INC.	UNIFORM CLEANING, FLEET SHOP RENTALS	EQUIPMENT RENTAL	38.59
	VESTIS GROUP INC.		EQUIPMENT RENTAL	38.59
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.80
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.80
173599	VESTIS GROUP INC.	CLEANING ITEM RENTALS & MCC RENTALS	CIVIC CENTER	23.40
	VESTIS GROUP INC.		CIVIC CENTER	23.40
	VESTIS GROUP INC.		CUSTODIAL SERVICES	136.19
	VESTIS GROUP INC.		CUSTODIAL SERVICES	136.19
173600	WA AUDIOLOGY SRVCS	HEARING TEST	PERSONNEL ADMINISTRATION	22.00
173601	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	361.20
173602	WESTERN MECHANICAL &	CONDESNSATE PUMP AT POLICE MCC	CIVIC CENTER	1,254.44
	WESTERN MECHANICAL &	LEAK CHECK/REPAIR A/C-COMMUNITY CENTER	RECREATION SERVICES	2,791.23
	WESTERN MECHANICAL &	TROUBLESHOOT/REPAIR IS SERVER ROOM	COMPUTER SERVICES	4,076.96
173603	YRANELA, CHRISTINA	REFUND - KINDERMUSIK	PARKS-RECREATION	90.00
173604	ZIPLY FIBER	ACCT #3606534028	CITY HALL	137.03
173605	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	72.07
173606	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	123.44
173607	ZIPLY FIBER	PHONE SERVICE	POLICE ADMINISTRATION	46.79
	ZIPLY FIBER		POLICE PATROL	46.79
	ZIPLY FIBER		COMMUNICATION CENTER	46.79
	ZIPLY FIBER		UTILITY BILLING	46.79
	ZIPLY FIBER		GENERAL	46.79
	ZIPLY FIBER		GOLF ADMINISTRATION	46.79
	ZIPLY FIBER		COMMUNITY	93.58
	ZIPLY FIBER		DETENTION & CORRECTION	93.58
	ZIPLY FIBER		OFFICE OPERATIONS	93.58
	ZIPLY FIBER		GOLF ADMINISTRATION	93.58
	ZIPLY FIBER		CITY HALL	143.94
	ZIPLY FIBER		RECREATION SERVICES	187.17
	ZIPLY FIBER		WASTE WATER TREATMENT	233.96
	ZIPLY FIBER		UTIL ADMIN	233.96

WARRANT SUBTOTAL: **1,378,724.78**

CHECK LOST/DAMAGED

WARRANT TOTAL: **1,378,724.78**

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

AGENDA ITEM NO. 5.

MARYSVILLE
WASHINGTON
EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 25, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: November 13, 2024 Claims in the Amount of $2,343,660.78 Paid by EFT Transaction Numbers 173608 through 173610 and Check Numbers 173700 through 173848

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
111324.pdf

173608	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	81,616.18
173609	BENEFIT COORDINATORS	NOV 2024 PREMIUMS	MEDICAL CLAIMS	188,758.44
173610	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	93,716.88
173700	911 SUPPLY INC.	TAPE	POLICE PATROL	24.91
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	370.61
	911 SUPPLY INC.	UNIFORM - THOMPSON	POLICE PATROL	477.86
173701	ADELFIA LLC	UB REFUND: 7315 44TH ST NE	WATER/SEWER OPERATION	51.79
173702	ALEXANDER PRINTING	PAYMENT ARRANGEMENT BOOKS	UTILITY BILLING	208.72
	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	866.54
173703	ALL BATTERY SALES &	WINDSHIELD WASHER FLUID	SOLID WASTE OPERATIONS	99.01
173704	ARG INDUSTRIAL	PRESSURE WASHING FITTINGS	WASTE WATER TREATMENT PLNT	171.01
173705	ARLINGTON HARDWARE	STANDPIPE SENSING LINE SUPPLIES	WATER RESERVOIRS	259.62
173706	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	38.75
173707	ARLINGTON, CITY OF	EVOC RENTAL	POLICE TRAINING-FIREARMS	1,168.24
173708	ASSOC OF SHERIFFS	DUES - ELTON	POLICE ADMINISTRATION	75.00
	ASSOC OF SHERIFFS	DUES - ROBERTSON/KATZER	POLICE ADMINISTRATION	150.00
173709	ASTOUND BUSINESS	LEASE, FIBER MAINTENANCE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
173710	BICKFORD FORD	TIRE - V080	EQUIPMENT RENTAL	178.86
	BICKFORD FORD	LIGHT ASSEMBLY - P213	EQUIPMENT RENTAL	684.77
	BICKFORD FORD	2024 FORD F-150 - V089	EQUIPMENT RENTAL	51,050.63
173711	BILLING DOCUMENT SPE	PAYMENT PROCESSING	UTILITY BILLING	2,117.28
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,576.56
173712	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	212.03
173713	BRAKE AND CLUTCH	BRAKE KIT - J031	EQUIPMENT RENTAL	1,184.65
173714	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	708.00
173715	BULLOCK, TRISTA	REFUND - ZUMBA	PARKS-RECREATION	30.00
173716	BYRD, COURTNEY	COMEDY EVENT	OPERA HOUSE	650.00
173717	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	672.00
173718	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT PLNT	18,593.62
173719	CENTRAL WELDING SUPP	CREDIT - ERROR BY VENDOR	PERSONNEL ADMINISTRATION	-45.95
	CENTRAL WELDING SUPP	EYEWASH STATION REFILL	PERSONNEL ADMINISTRATION	45.95
	CENTRAL WELDING SUPP	RAIN GEAR	ER&R	81.49
	CENTRAL WELDING SUPP	EAR PLUGS	ER&R	98.46
	CENTRAL WELDING SUPP	GLOVES	ER&R	108.57
	CENTRAL WELDING SUPP	BLOODBORNE PATHOGEN KITS	ER&R	117.33
	CENTRAL WELDING SUPP	RAIN GEAR	ER&R	325.97
	CENTRAL WELDING SUPP	GLOVES	ER&R	334.76
	CENTRAL WELDING SUPP		ER&R	428.54
	CENTRAL WELDING SUPP		ER&R	434.27
	CENTRAL WELDING SUPP		ER&R	489.76
	CENTRAL WELDING SUPP	RAIN GEAR, BBP KITS, GLOVES	ER&R	634.86
	CENTRAL WELDING SUPP	GLOVES	ER&R	669.53
	CENTRAL WELDING SUPP		ER&R	759.98
	CENTRAL WELDING SUPP	RUST INHIBITOR	ER&R	921.04
	CENTRAL WELDING SUPP	LONG SLEEVE SHIRTS	ER&R	1,085.25
173720	CHARM-TEX, INC.	SUPPLIES	DETENTION & CORRECTION	179.80
173721	CHOICE TURF INC	MTR RESTORATION	WATER SERVICES	12.67
173722	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
173723	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.47
173724	CONSSOR NORTH AMER	PROFESSIONAL SERVICE	GMA - STREET	7,136.51
	CONSSOR NORTH AMER		GMA - STREET	8,643.75
173725	COOP SUPPLY	MTR RESTORATION	WATER SERVICES	23.82
	COOP SUPPLY	BARK MULCH	PARK & RECREATION FAC	32.77
173726	COUNSELLOR, JESSE	WATER TREATMENT TRAINING	UTIL ADMIN	192.05
173727	CUDA WASHINGTON	5 GAL BUCKET DETERGENT	EQUIPMENT RENTAL	196.92

173728	DELL	LAPTOPS	IS REPLACEMENT ACCOUNTS	2,600.65
173729	DESCHAMPS, CHASE	UB REFUND	WATER/SEWER OPERATION	226.24
173730	DICKS TOWING	TOWING 24-50016	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-P171	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-D56860B	POLICE PATROL	208.85
173731	DIVER, BRIAN	REFUND - BALLROOM DANCING	PARKS-RECREATION	13.00
173732	E&E LUMBER	CONCRETE ANCHOR, TAPPER BIT	PARK & RECREATION FAC	11.33
	E&E LUMBER	GRAFFITI SUPPLIES	FACILITY MAINTENANCE	18.20
	E&E LUMBER	HINGES	MAINT OF GENL PLANT	42.64
	E&E LUMBER	CONCRETE SCREWS	CIVIC CENTER	50.37
173733	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	261.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	287.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	306.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	360.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	2,618.00
173734	ELTON, JONATHAN	WASPC CONFERENCE	POLICE ADMINISTRATION	261.00
173735	ENSLEY, RILEY	REIMBURSEMENT - MILEAGE	DETENTION & CORRECTION	1,299.80
173736	ENVIRONMENTAL SCIENC	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL PROJECT	13,896.25
173737	FAMILY PET MEDICAL	VET CARE - STEELE/MOLLY	POLICE ADMINISTRATION	327.75
	FAMILY PET MEDICAL	VET CARE - STEELE	K9 PROGRAM	1,176.13
	FAMILY PET MEDICAL		K9 PROGRAM	1,630.21
	FAMILY PET MEDICAL	VET CARE - STEELE/MOLLY	K9 PROGRAM	5,249.44
173738	FIRESTONE	TIRES - V018	EQUIPMENT RENTAL	108.20
	FIRESTONE	TIRES - 237	EQUIPMENT RENTAL	216.40
173739	FRANZEN, JEFF	WASPC CONFERENCE	POLICE TRAINING-FIREARMS	261.00
173740	FULLER, KEVIN	REIMBURSEMENT - MEALS	UTIL ADMIN	85.00
	FULLER, KEVIN	REIMBURSEMENT - EXAM CERTIFICATION	UTIL ADMIN	225.00
173741	GIBBS, REBEKAH	REIMBURSEMENT - TACKLE BACKPACK	POLICE INVESTIGATION	75.24
173742	GORDON TRUCK CENTER	EXHAUST PARTS/REPAIRS - J047	EQUIPMENT RENTAL	7,262.03
173743	GRAINGER	HARNESS	WATER DIST MAINS	530.60
	GRAINGER	SNAP HOOK ANCHOR	WATER DIST MAINS	1,258.10
	GRAINGER		WATER SERVICES	1,258.10
173744	GREGCO EXCAVATING	LINE INVENTORY/RETAINAGE	UTILITY CONSTRUCTION	-6,229.82
	GREGCO EXCAVATING		WATER CAPITAL PROJECTS	138,506.52
173745	GRIFFEN LAW OFFICE	CONFLICT COUNSEL	PUBLIC DEFENSE	2,250.00
173746	HAACK BROTHERS INC	UB REFUND	WATER/SEWER OPERATION	139.20
173747	HAMILTON, DEBORAH	REFUND - SONGWRITING	PARKS-RECREATION	48.00
173748	HARRINGTON INDUST.	HYPO PUMP PARTS	SOURCE OF SUPPLY	42.12

173749	HATCH FENCE RENTALS	FENCE EXTENSION/RETAINAGE	WATER/SEWER OPERATION	-1,930.00
	HATCH FENCE RENTALS		SOURCE OF SUPPLY	41,936.97
173750	HERITAGE BANK	RETAINAGE/PAY ESTIMATE P1702-1	UTILITY CONSTRUCTION	17,806.48
173751	HERNANDEZ, RUBEN	INSTRUCTOR PAYMENT	RECREATION SERVICES	72.00
173752	HOME DEPOT PRO	RAGS	ER&R	26.02
	HOME DEPOT PRO	EXTENSION CORDS	SOLID WASTE OPERATIONS	226.87
	HOME DEPOT PRO	BBP/FIRST AID KITS	ER&R	287.67
173753	HUNTER, DANIEL	INSTRUCTOR PAYMENT	RECREATION SERVICES	198.00
173754	ICONIX WATERWORKS	ADAPTER	WATER/SEWER OPERATION	259.88
173755	J & B TOOLS, LLC	RADIATOR FILL KIT	EQUIPMENT RENTAL	601.69
	J & B TOOLS, LLC	IMPACT GUN	EQUIPMENT RENTAL	804.08
173756	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	533.36
173757	JENSEN, APRIL	UB REFUND	WATER/SEWER OPERATION	342.38
173758	JOHNSON, MATT & JESS	UB REFUND	GARBAGE	783.17
173759	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	16.85
	JULZ ANIMAL HOUZ	WELLNESS DOG - SUPPLIES	POLICE ADMINISTRATION	47.69
173760	KIM, JAMIE S.	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
173761	KONECRANES, INC.	REPLACEMENT HOIST MOTOR COUPLING/INSPECTION	WATER FILTRATION PLANT	7,011.44
173762	KOVALCHUK, NAZARRI S	UB REFUND	GARBAGE	10.00
	KOVALCHUK, NAZARRI S		GARBAGE	10.00
	KOVALCHUK, NAZARRI S		GARBAGE	10.00
	KOVALCHUK, NAZARRI S		GARBAGE	10.00
	KOVALCHUK, NAZARRI S		GARBAGE	10.00
	KOVALCHUK, NAZARRI S		GARBAGE	17.42
	KOVALCHUK, NAZARRI S		GARBAGE	21.84
	KOVALCHUK, NAZARRI S		WATER/SEWER OPERATION	26.38
	KOVALCHUK, NAZARRI S		GARBAGE	29.03
	KOVALCHUK, NAZARRI S		GARBAGE	32.77
	KOVALCHUK, NAZARRI S		WATER/SEWER OPERATION	78.53
173763	KUSSY, KAREN	TUITION REIMBURSEMENT	FINANCE-GENL	861.00
173764	LAKEWOOD SCHOOL DIST	CUSTODIAL SERVICE	RECREATION SERVICES	350.00
173765	LAWLESS, JIM	WASPC CONFERENCE	POLICE ADMINISTRATION	237.57
173766	LES SCHWAB TIRE CTR	CREDIT - TIRES	ER&R	-775.27
	LES SCHWAB TIRE CTR	TIRES/TIRE REPAIR	EQUIPMENT RENTAL	667.96
	LES SCHWAB TIRE CTR	TIRES	ER&R	775.27
	LES SCHWAB TIRE CTR		ER&R	775.27
	LES SCHWAB TIRE CTR		ER&R	1,550.55
	LES SCHWAB TIRE CTR		ER&R	1,860.11
	LES SCHWAB TIRE CTR		ER&R	3,278.33
173767	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	51.38
173768	LGI HOMES WASHINGTON		WATER/SEWER OPERATION	58.38
173769	LGI HOMES WASHINGTON		WATER/SEWER OPERATION	54.88
173770	LGI HOMES WASHINGTON		WATER/SEWER OPERATION	54.88
173771	LOOMIS	ARMORED CAR SERVICE	POLICE ADMINISTRATION	163.70
	LOOMIS		COMMUNITY DEVELOPMENT-GENL	163.70
	LOOMIS		UTILITY BILLING	163.71
	LOOMIS		MUNICIPAL COURTS	163.71
	LOOMIS		GOLF ADMINISTRATION	346.40
173772	MARKEZINIS, CHRIS	UB REFUND	GARBAGE	49.40
173773	MARYSVILLE FOOD BANK	FOOD BANK RE-ROOFING	COMMUNITY DEVELOPMENT-GENL	50,604.00
173774	MCLOUGHLIN & EARDLEY	LINEAR STROBE LIGHT	ER&R	1,289.63
173775	MILLER, JEFFEY & WEN	UB REFUND	WATER/SEWER OPERATION	263.98
173776	MIRACLE PLAYSYSTEMS	PLAYGROUND REPLACEMENT PARTS	PARK & RECREATION FAC	146.60
173777	MIRIAM TECHNOLOGIES	WEBCHECK SERVICE	UTILITY BILLING	1,690.24
173778	NAPA AUTO PARTS	TRANSMISSION FILTER KIT - V035	EQUIPMENT RENTAL	46.05
	NAPA AUTO PARTS	LIGHT BULBS - H020	EQUIPMENT RENTAL	74.26
	NAPA AUTO PARTS	SPARK PLUGS - V015	EQUIPMENT RENTAL	83.47

	NAPA AUTO PARTS	IGNITION COIL - V015	EQUIPMENT RENTAL	88.08
	NAPA AUTO PARTS	AIR/FUEL/OIL FILTERS, ADDITIVE	ER&R	750.02
173779	NGUYEN, MAI	UB REFUND	WATER/SEWER OPERATION	23.47
173780	NICKOL, CAROLYN	REFUND - WATERCOLOR	PARKS-RECREATION	60.00
173781	NORTH SOUND MEDIA	RADIO ADVERTISING	OPERA HOUSE	600.00
173782	NORTHWESTERN AUTO	BODY DAMAGE REPAIR - P198	EQUIPMENT RENTAL	4,602.04
173783	OREILLY AUTO PARTS	COOLANT DRAIN TUB	EQUIPMENT RENTAL	102.81
173784	PACIFIC NW SCALE	SCALE CALIBRATIONS	POLICE PATROL	743.89
173785	PACIFIC PUBLISHING	PUBLISHING	GMA - STREET	86.40
173786	PACIFIC TOPSOILS	OH VEGETATION REMOVAL	PARK & RECREATION FAC	24.70
	PACIFIC TOPSOILS		PARK & RECREATION FAC	49.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	49.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	49.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	49.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	98.80
	PACIFIC TOPSOILS		PARK & RECREATION FAC	111.15
	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	222.30
173787	PALITZ, JUSTIN	REIMBURSEMENT - MEAL	WATER DIST MAINS	17.92
173788	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL PROJECT	5,794.32
173789	PEACE OF MIND	PLANNING COMMISSION MEETING	COMMUNITY DEVELOPMENT-GENL	111.00
173790	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	10,862.61
	PGC INTERBAY LLC		MAINTENANCE	15,353.77
173791	PITCH PERFECT ACADEM	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,746.00
173792	PLATT ELECTRIC	WASHER PARTS	EQUIPMENT RENTAL	9.46
	PLATT ELECTRIC	ETHERNET CABLE	SOURCE OF SUPPLY	21.63
	PLATT ELECTRIC	STRUT - 3RD AVE	SEWER LIFT STATION	134.44
	PLATT ELECTRIC	TUFF GRIP TAPE	SOURCE OF SUPPLY	175.28
	PLATT ELECTRIC	WASHER PARTS	EQUIPMENT RENTAL	217.21
	PLATT ELECTRIC	WELDER CORD CAP	WASTE WATER TREATMENT PLNT	219.92
	PLATT ELECTRIC	PARKING LOT LIGHT REPAIR	PARK & RECREATION FAC	318.20
	PLATT ELECTRIC	HYPO TANK RADAR PARTS	WASTE WATER TREATMENT PLNT	371.85
	PLATT ELECTRIC	WASHER PARTS	EQUIPMENT RENTAL	493.05
	PLATT ELECTRIC		EQUIPMENT RENTAL	587.62
173793	POCKET PRESS	LAW BOOKS	POLICE PATROL	299.70
173794	PUD	ACCT #205283641	STREET LIGHTING	9.49
	PUD	ACCT #205026479	STREET LIGHTING	13.05
	PUD		STREET LIGHTING	20.40
	PUD	ACCT #204584361	STREET LIGHTING	20.54
	PUD		STREET LIGHTING	27.23
	PUD	ACCT #202177861	PUMPING PLANT	35.20
	PUD	ACCT #221303498	STREET LIGHTING	52.80
	PUD	ACCT #223286667	METER READING	54.54
	PUD	ACCT #200800704	STREET LIGHTING	75.36
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	81.47
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	88.25
	PUD	ACCT #202576112	STREET LIGHTING	143.35
	PUD	ACCT #202368197	PUMPING PLANT	205.84
	PUD	ACCT #203344585	STREET LIGHTING	228.91
	PUD	ACCT #222592917	PARK & RECREATION FAC	293.57
	PUD	ACCT #200812808	PUMPING PLANT	411.40
	PUD	ACCT #200164598	SOURCE OF SUPPLY	455.42
	PUD	ACCT #202461554	SEWER LIFT STATION	490.14
	PUD	ACCT #201098969	PUMPING PLANT	1,428.95
	PUD	ACCT #202604203	STREET LIGHTING	1,971.63
	PUD	ACCT #202576112	STREET LIGHTING	2,723.74
	PUD	ACCT #202604203	STREET LIGHTING	2,957.45
173795	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	14.41

173796	REECE TRUCKING	PAVEMENT PRESERVATION	GMA - STREET	210,742.00
173797	REECE TRUCKING	STANDPIPE REPLACEMENT/RETAINAGE	UTILITY CONSTRUCTION	-1,566.88
	REECE TRUCKING		WATER CAPITAL PROJECTS	34,283.44
173798	REECE TRUCKING	ASPHALT	WATER DIST MAINS	1,559.77
173799	REECE TRUCKING	QUARRY SPALLS	WATER RESERVOIRS	201.98
173800	REECE TRUCKING	GRAVEL	SOURCE OF SUPPLY	469.55
173801	REECE TRUCKING	YARD STOCK MATERIALS	WATER SERVICES	678.95
173802	RESG HOMES LLC	UB REFUND	WATER/SEWER OPERATION	227.04
173803	RESTORICAL RESEARCH	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL PROJECT	2,341.57
173804	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	714.17
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	733.90
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	3,984.69
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	14,491.09
173805	SCAIRPON, ERIK	WASPC CONFERENCE	POLICE ADMINISTRATION	237.57
173806	SEATTLE GLASS	GLASS INSTALLATION - MCC	CIVIC CENTER	3,495.96
173807	SISKUN POWER EQUIPME	ENGINE OIL	ER&R	911.55
173808	SIX ROBBLEES INC	SOCKET BOOT, HITCH RECEIVER TUBE	ER&R	210.38
173809	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-75.37
	SMARSH INC		COMMUNITY DEVELOPMENT-GENL	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL SERVICES - OVERHEAD	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70
	SMARSH INC		SEWER MAIN COLLECTION	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		COMMUNITY SERVICES UNIT	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY DEVELOPMENT-GENL	39.25
	SMARSH INC		GIS SERVICES IS	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		PARK & RECREATION FAC	47.10
	SMARSH INC		STORM DRAINAGE	47.10
	SMARSH INC		WATER QUAL TREATMENT	54.95
	SMARSH INC		GENERAL SERVICES - OVERHEAD	94.20
	SMARSH INC		POLICE INVESTIGATION	102.05
	SMARSH INC		POLICE ADMINISTRATION	109.90
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		WASTE WATER TREATMENT PLNT	109.90
	SMARSH INC		EXECUTIVE ADMIN	125.60
	SMARSH INC		SOLID WASTE CUSTOMER EXP	133.45
	SMARSH INC		UTIL ADMIN	164.85
	SMARSH INC		ENGR-GENL	180.55
	SMARSH INC		POLICE PATROL	541.65
173810	SNO CO PUBLIC WORKS	EMERGENCY SIGNAL LABOR	TRANSPORTATION MANAGEMENT	447.59
173811	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	674.48
173812	SONITROL	SECURITY MONITORING	WASTE WATER TREATMENT PLNT	19.74

	SONITROL		COURT FACILITIES	130.99
	SONITROL		PUBLIC SAFETY BLDG	131.00
	SONITROL		UTIL ADMIN	161.38
	SONITROL		PARK & RECREATION FAC	203.23
	SONITROL		UTIL ADMIN	287.80
	SONITROL		SUNNYSIDE FILTRATION PLANT	298.49
	SONITROL		RECREATION SERVICES	331.80
	SONITROL		WASTE WATER TREATMENT PLNT	333.00
	SONITROL		POLICE INVESTIGATION	335.00
	SONITROL		OPERA HOUSE	340.39
	SONITROL		MAINT OF GENL PLANT	347.43
	SONITROL		CIVIC CENTER	399.01
173813	SOUND PUBLISHING	CPA NOTICE	COMMUNITY DEVELOPMENT-GENL	172.00
173814	SPRAGUE PEST SOLUTIO	PEST CONTROL	POLICE PATROL	109.40
	SPRAGUE PEST SOLUTIO		POLICE PATROL	136.75
173815	SPRINGBROOK NURSERY	BARK	GMA-PARKS	186.12
173816	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE	GMA-PARKS	-17,806.48
	SRV CONSTRUCTION		GMA-PARKS	80,330.90
	SRV CONSTRUCTION		GMA-PARKS	301,723.64
173817	STAPPART, MICKELL	UB REFUND	GARBAGE	133.92
173818	STARCK, BARB	UB REFUND	WATER/SEWER OPERATION	108.29
173819	TRAFFIC DATA	TRAFFIC STUDY	TRANSPORTATION MANAGEMENT	280.00
173820	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	386.94
173821	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	494.56
173822	TRUE NORTH EQUIPMENT	CURROTO CAN PARTS	ER&R	824.41
	TRUE NORTH EQUIPMENT		ER&R	1,172.09
	TRUE NORTH EQUIPMENT		ER&R	1,277.77
173823	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	65.42
	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	432.02
173824	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	163.98
173825	UNITED RENTALS	CONEX RENTAL - CHRISTMAS TREE	PARK & RECREATION FAC	154.91
173826	US MOWER	MOWER/BRACKET REPAIRS - H011	EQUIPMENT RENTAL	11,699.83
173827	USA BLUEBOOK	PH BUFFER KIT	WATER DIST MAINS	80.19
	USA BLUEBOOK	PH TESTER	WATER DIST MAINS	157.98
173828	VARGAS, LIANNE	UB REFUND	WATER/SEWER OPERATION	279.71
173829	VCA ANIMAL MEDICAL	VET SERVICE	COMMUNITY SERVICES UNIT	980.03
173830	VEGA AMERICAS, INC	EFFLUENT PUMP STATION	WASTE WATER TREATMENT PLNT	2,120.63
173831	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	20.93
	VERIZON		PURCHASING/CENTRAL STORES	30.61
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		COMMUNITY SERVICES UNIT	60.04
	VERIZON		POLICE PATROL	100.04
	VERIZON		FINANCE-GENL	105.09
	VERIZON		EQUIPMENT RENTAL	105.09
	VERIZON		EXECUTIVE ADMIN	161.36
	VERIZON		MUNICIPAL COURTS	168.32
	VERIZON		LEGAL - PROSECUTION	257.48
	VERIZON		WATER QUAL TREATMENT	296.96
	VERIZON		FACILITY MAINTENANCE	362.57
	VERIZON		PARK & RECREATION FAC	418.18
	VERIZON		RECREATION SERVICES	418.18
	VERIZON		COMMUNITY DEVELOPMENT-GENL	450.46
	VERIZON		COMPUTER SERVICES	503.26
	VERIZON		WATER SUPPLY MAINS	573.30
	VERIZON		SOLID WASTE CUSTOMER EXP	663.14
	VERIZON		SEWER MAIN COLLECTION	686.69
	VERIZON		STORM DRAINAGE	864.19

	VERIZON		GENERAL SERVICES - OVERHEAD	1,003.99
	VERIZON		ENGR-GENL	1,612.94
	VERIZON		UTIL ADMIN	2,535.41
173832	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	38.59
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.80
173833	VESTIS GROUP INC.	CUSTODIAL SUPPLY RENTAL/MCC	CIVIC CENTER	29.97
	VESTIS GROUP INC.		CUSTODIAL SERVICES	142.75
173834	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	231.68
	VESTIS GROUP INC.		OPERA HOUSE	231.68
173835	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL CUSTODIAL	516.50
	WA STATE TREASURER		GENERAL FUND	48,160.87
173836	WAXIE SANITARY SUPPL	GARBAGE BAGS	PARK & RECREATION FAC	1,638.37
173837	WESTERN MECHANICAL &	MAINTENANCE - JENNINGS BARN	PARK & RECREATION FAC	82.05
	WESTERN MECHANICAL &		PARK & RECREATION FAC	82.05
	WESTERN MECHANICAL &	PD/PW ANNEX MAINTENANCE/FILTER	POLICE PATROL	92.99
	WESTERN MECHANICAL &		MAINT OF GENL PLANT	92.99
	WESTERN MECHANICAL &	MAINTENANCE - GOLF SHOP	MAINTENANCE	177.23
	WESTERN MECHANICAL &		MAINTENANCE	177.23
	WESTERN MECHANICAL &	MAINTENANCE EFFLUENT STATION	WASTE WATER TREATMENT PLNT	177.23
	WESTERN MECHANICAL &	MAINTENANCE - JENNINGS OFFICE	PARK & RECREATION FAC	180.51
	WESTERN MECHANICAL &	MAINTENANCE/FILTER PW ANNEX	MAINT OF GENL PLANT	273.50
	WESTERN MECHANICAL &	MAINTENANCE - GOLF RESTAURANT	GOLF ADMINISTRATION	300.85
	WESTERN MECHANICAL &	MAINTENANCE/FILTER - WWTP	WASTE WATER TREATMENT PLNT	383.99
	WESTERN MECHANICAL &	MAINTENANCE/FILTER - SUNNYSIDE	SUNNYSIDE FILTRATION PLANT	410.25
	WESTERN MECHANICAL &	MAINTENANCE AT CEDAR AVE	FIRE ADMIN	421.19
	WESTERN MECHANICAL &	MAINTENANCE/FILTER - OPERA HOUSE	OPERA HOUSE	432.13
	WESTERN MECHANICAL &	MAINTENANCE/FILTER - STILLY WATER	WATER FILTRATION PLANT	533.38
	WESTERN MECHANICAL &	MAINTENANCE/FILTER CHARGE	POLICE INVESTIGATION	552.47
	WESTERN MECHANICAL &	MAINTENANCE/FILTER - WWTP	WASTE WATER TREATMENT PLNT	732.98
	WESTERN MECHANICAL &	MAINTENANCE - COMMUNITY CENTER	RECREATION SERVICES	854.41
	WESTERN MECHANICAL &	MAINTENANCE/FILTER - PW ANNEX	UTIL ADMIN	1,455.02
	WESTERN MECHANICAL &	MAINTENANCE/FILTERS - CIVIC CENTER	CIVIC CENTER	5,309.18
173838	WESTERN SYSTEMS	HARNESS, BATTERY RANGE, LIGHT	TRANSPORTATION MANAGEMENT	12,068.20
173839	WET RABBIT EXPRESS	CAR WASH PARKS	RECREATION SERVICES	7.20
	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	352.80
173840	WHISTLE WORKWEAR	CREDIT ON #INV2010015387	CUSTODIAL SERVICES	-10.99
	WHISTLE WORKWEAR	UNIFORM - GLASSBURN	CUSTODIAL SERVICES	173.04
173841	WHITE, MICHELE	REFUND - SONGWRITING	PARKS-RECREATION	48.00
173842	WILKES, CHRISTINA	PERSONAL PROPERTY RELOCATION	GMA - STREET	801.73
173843	WILSON, WESLEY	UB REFUND	WATER/SEWER OPERATION	114.67
173844	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	OPERA HOUSE	112.50
173845	ZENON ENVIRONMENTAL	MEMBRANE REPLACEMENT PROJECT	WATER CAPITAL PROJECTS	654,237.01
173846	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	66.55
173847	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	55.38
173848	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	55.25
0	PCARD ONE TIME PAY	MANAGEMENT CONSULTING	POLICE TRAINING-FIREARMS	-850.00
	PCARD ONE TIME PAY	JAKE WETZEL TRAINING REFUND	TRAINING	-550.00
	PCARD ONE TIME PAY	OTHER HOTELS	POLICE PATROL	-155.82
	PCARD ONE TIME PAY		OFFICE OPERATIONS	-149.95
	PCARD ONE TIME PAY	ACCIDENTAL CHARGE - REFUND	COMPUTER SERVICES	-145.00
	PCARD ONE TIME PAY	PARIS LAS VEGAS HOTEL	POLICE TRAINING-FIREARMS	-100.00
	PCARD ONE TIME PAY	ALASKA AIRLINES	POLICE PATROL	-55.99
	PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	POLICE PATROL	-54.35
	PCARD ONE TIME PAY	AMAZON CREDIT	COMPUTER SERVICES	-51.24
	PCARD ONE TIME PAY	BANK DEPOSIT BOOKS / DEPOSIT BAGS	GENERAL FUND	-28.85
	PCARD ONE TIME PAY		GOLF COURSE	-14.43
	PCARD ONE TIME PAY	AMAZON WEB SERVICES	COMPUTER SERVICES	1.37

PCARD ONE TIME PAY	POSTAGE STAMPS	EXECUTIVE ADMIN	2.77
PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE ADMINISTRATION	3.00
PCARD ONE TIME PAY		POLICE ADMINISTRATION	3.00
PCARD ONE TIME PAY	SUPPLIES FOR SENIOR LUNCH	RECREATION SERVICES	3.49
PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE ADMINISTRATION	4.37
PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE ADMINISTRATION	6.00
PCARD ONE TIME PAY	SENIOR COFFEE SUPPLIES	RECREATION SERVICES	6.49
PCARD ONE TIME PAY	SENIOR COFFEE SUPPLIES	RECREATION SERVICES	6.73
PCARD ONE TIME PAY	ICE	OPERA HOUSE	6.98
PCARD ONE TIME PAY	COMPUTER NETWORK	POLICE ADMINISTRATION	8.00
PCARD ONE TIME PAY	CAR WASH FOR V064	STORM DRAINAGE	8.75
PCARD ONE TIME PAY	MISCELLANEOUS	POLICE ADMINISTRATION	9.73
PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	9.84
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	9.84
PCARD ONE TIME PAY	NORTHWEST GIS RENEWAL	GIS SERVICES IS	10.00
PCARD ONE TIME PAY	NWGIS MEMBERSHIP RENEWAL	GIS SERVICES IS	10.00
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	10.49
PCARD ONE TIME PAY	TRANSLATION SERVICES	EXECUTIVE ADMIN	10.73
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	10.80
PCARD ONE TIME PAY	2025 CALENDAR	GIS SERVICES IS	10.93
PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	10.93
PCARD ONE TIME PAY	GOVERNMENT SERVICES-OTHER	POLICE INVESTIGATION	11.00
PCARD ONE TIME PAY	AMAZON MUSIC - AMAZON	RECREATION SERVICES	12.02
PCARD ONE TIME PAY	SPECIAL EVENT SUPPLIES - DOLLAR TREE	RECREATION SERVICES	12.31
PCARD ONE TIME PAY	GROCERY STORES	EMBEDDED SOCIAL WORKER	13.00
PCARD ONE TIME PAY	PLAYGROUND REPAIR PARTS	PARK & RECREATION FAC	13.76
PCARD ONE TIME PAY	WELLNESS SUPPLIES	MEDICAL CLAIMS	13.85
PCARD ONE TIME PAY	PASSENGER RAILWAYS	EMBEDDED SOCIAL WORKER	14.00
PCARD ONE TIME PAY	MIXER ATTACHMENT	STORM DRAINAGE	14.21
PCARD ONE TIME PAY	SNACKS - TRAINING	PERSONNEL ADMINISTRATION	14.56
PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	15.04
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	15.20
PCARD ONE TIME PAY	ERGONOMIC CUSHION	GIS SERVICES IS	15.27
PCARD ONE TIME PAY	REUSABLE INK PADS	RECREATION SERVICES	15.31
PCARD ONE TIME PAY	DAY CAMP SUPPLIES	RECREATION SERVICES	16.02
PCARD ONE TIME PAY	VARIETY STORES	POLICE INVESTIGATION	16.05
PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	16.14
PCARD ONE TIME PAY	COURIER SERVICES	POLICE PATROL	16.19
PCARD ONE TIME PAY	VARIETY STORES	DETENTION & CORRECTION	16.28
PCARD ONE TIME PAY	NOTICE OF PUBLIC HEARING	COMMUNITY DEVELOPMENT-GENL	16.31
PCARD ONE TIME PAY	EVENT SUPPLIES	EXECUTIVE ADMIN	16.41
PCARD ONE TIME PAY	VARIETY STORES	POLICE ADMINISTRATION	16.41
PCARD ONE TIME PAY	SPECIAL EVENTS TREATS	RECREATION SERVICES	16.99
PCARD ONE TIME PAY	WELLNESS SUPPLIES	MEDICAL CLAIMS	18.70
PCARD ONE TIME PAY	COURIER SERVICES	POLICE PATROL	19.13
PCARD ONE TIME PAY	POSTAGE STAMPS	POLICE ADMINISTRATION	19.36
PCARD ONE TIME PAY	MISCELLANEOUS	DETENTION & CORRECTION	19.50
PCARD ONE TIME PAY	CONTINUITY SUBSCRIPTION	EXECUTIVE ADMIN	19.96
PCARD ONE TIME PAY	PARKING LOTS/GARAGES	POLICE PATROL	20.00
PCARD ONE TIME PAY	TOLLS/BRIDGE FEES	POLICE ADMINISTRATION	20.25
PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	20.65
PCARD ONE TIME PAY	SENIOR BINGO PRIZES	RECREATION SERVICES	21.55
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	21.86
PCARD ONE TIME PAY	COMPUTER SOFTWARE STORES	POLICE INVESTIGATION	21.87
PCARD ONE TIME PAY	POSTAGE MACHINE INK	ENGR-GENL	22.99
PCARD ONE TIME PAY		MUNICIPAL COURTS	22.99
PCARD ONE TIME PAY		EXECUTIVE ADMIN	22.99

PCARD ONE TIME PAY		FINANCE-GENL	22.99
PCARD ONE TIME PAY		LEGAL - PROSECUTION	22.99
PCARD ONE TIME PAY		COMMUNITY DEVELOPMENT-GENL	22.99
PCARD ONE TIME PAY		POLICE INVESTIGATION	22.99
PCARD ONE TIME PAY		POLICE PATROL	22.99
PCARD ONE TIME PAY		DETENTION & CORRECTION	22.99
PCARD ONE TIME PAY		OFFICE OPERATIONS	22.99
PCARD ONE TIME PAY		CITY CLERK	22.99
PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	22.99
PCARD ONE TIME PAY		UTILITY BILLING	22.99
PCARD ONE TIME PAY		UTIL ADMIN	22.99
PCARD ONE TIME PAY		COMPUTER SERVICES	22.99
PCARD ONE TIME PAY		POLICE ADMINISTRATION	23.07
PCARD ONE TIME PAY	DAY CAMP SUPPLIES	RECREATION SERVICES	23.44
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	24.04
PCARD ONE TIME PAY	PLASTIC TONGS	PERSONNEL ADMINISTRATION	24.57
PCARD ONE TIME PAY	2025 CALENDAR	COMMUNITY DEVELOPMENT-GENL	24.58
PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	24.71
PCARD ONE TIME PAY	REPLACEMENT LAPTOP KEYBOARD	IS REPLACEMENT ACCOUNTS	24.71
PCARD ONE TIME PAY	WAGISA MEMBERSHIP DUES	GIS SERVICES IS	25.00
PCARD ONE TIME PAY	OFFICE SUPPLIES	ENGR-GENL	25.15
PCARD ONE TIME PAY	MISCELLANEOUS/SPECIAL	DETENTION & CORRECTION	25.15
PCARD ONE TIME PAY	SENIOR LUNCH	RECREATION SERVICES	25.73
PCARD ONE TIME PAY	POST-IT NOTES	COMMUNITY DEVELOPMENT-GENL	26.05
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	26.25
PCARD ONE TIME PAY	RETAINING WALL TOOLS	GMA-PARKS	26.25
PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	27.24
PCARD ONE TIME PAY		UTIL ADMIN	27.34
PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	27.36
PCARD ONE TIME PAY	TAXICABS/LIMOUSINES	OFFICE OPERATIONS	28.12
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	28.43
PCARD ONE TIME PAY	VARIETY STORES	DETENTION & CORRECTION	29.08
PCARD ONE TIME PAY	NOTICE OF APPLICATION	COMMUNITY DEVELOPMENT-GENL	29.40
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	29.43
PCARD ONE TIME PAY	SUPPLIES FOR SNOW MACHINE	RECREATION SERVICES	29.53
PCARD ONE TIME PAY	TOLLS/BRIDGE FEES	POLICE ADMINISTRATION	29.75
PCARD ONE TIME PAY	CHAMBER OF COMMERCE	RECREATION SERVICES	30.00
PCARD ONE TIME PAY	MISCELLANEOUS/SPECIAL	POLICE ADMINISTRATION	30.07
PCARD ONE TIME PAY	CAKE & FORKS - CERT TRAINING	EXECUTIVE ADMIN	32.34
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	32.52
PCARD ONE TIME PAY	ERGO LAPTOP STAND	DEVELOPMENT SERVICES	32.81
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	33.45
PCARD ONE TIME PAY	SHOES FOR INSPECTOR	COMMUNITY DEVELOPMENT-GENL	34.67
PCARD ONE TIME PAY	ALASKA AIRLINES	POLICE ADMINISTRATION	35.00
PCARD ONE TIME PAY		POLICE PATROL	35.00
PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	35.00
PCARD ONE TIME PAY	NOTICE OF APPLICATION	COMMUNITY DEVELOPMENT-GENL	35.05
PCARD ONE TIME PAY	DRY EASE BOARD	ENGR-GENL	35.29
PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	35.57
PCARD ONE TIME PAY	NAMEPLATE	COMMUNITY DEVELOPMENT-GENL	35.76
PCARD ONE TIME PAY	BOOK STORES	EMBEDDED SOCIAL WORKER	37.32
PCARD ONE TIME PAY	SHRINK WRAP- HANGING BASKETS	PARK & RECREATION FAC	37.51
PCARD ONE TIME PAY	GROCERY STORES	EMBEDDED SOCIAL WORKER	38.92
PCARD ONE TIME PAY	CUSTODIAL SUPPLIES	FACILITY MAINTENANCE	39.18
PCARD ONE TIME PAY	OIL FOR WEED EATERS	STORM DRAINAGE	39.78
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	40.19
PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	40.47

PCARD ONE TIME PAY	PRINTING SERVICES	EXECUTIVE ADMIN	41.03
PCARD ONE TIME PAY	MARKERS - AMAZON	RECREATION SERVICES	41.56
PCARD ONE TIME PAY	GOVERNMENT SERVICES	LEGAL-GENL	42.00
PCARD ONE TIME PAY	PET FOODS	POLICE ADMINISTRATION	42.20
PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	42.66
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	43.32
PCARD ONE TIME PAY		POLICE ADMINISTRATION	43.53
PCARD ONE TIME PAY	SCREWDRIVERS	METER READING	43.71
PCARD ONE TIME PAY	BOOK STORES	EMBEDDED SOCIAL WORKER	43.75
PCARD ONE TIME PAY	BOTTLED WATER	COMMUNITY DEVELOPMENT-GENL	43.76
PCARD ONE TIME PAY	COFFEE	PERSONNEL ADMINISTRATION	43.76
PCARD ONE TIME PAY	COFFEE	PERSONNEL ADMINISTRATION	43.76
PCARD ONE TIME PAY	WHOLESALE COMMERCIAL	DETENTION & CORRECTION	45.00
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	45.36
PCARD ONE TIME PAY		POLICE ADMINISTRATION	45.39
PCARD ONE TIME PAY	CERTIFICATE PAPER	COMMUNITY DEVELOPMENT-GENL	48.08
PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	48.67
PCARD ONE TIME PAY		DETENTION & CORRECTION	49.21
PCARD ONE TIME PAY	MISCELLANEOUS/SPECIAL	POLICE ADMINISTRATION	49.33
PCARD ONE TIME PAY	SAFETY SUPPLIES	PERSONNEL ADMINISTRATION	49.72
PCARD ONE TIME PAY	COPY PAPER	EXECUTIVE ADMIN	49.77
PCARD ONE TIME PAY	COMMUTER TRANSPORT/FERRY	EMBEDDED SOCIAL WORKER	50.00
PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
PCARD ONE TIME PAY		COMMUNITY SERVICES UNIT	50.00
PCARD ONE TIME PAY	GOVERNMENT SERVICES	LEGAL-GENL	50.00
PCARD ONE TIME PAY	SERVICE STATIONS	EMBEDDED SOCIAL WORKER	50.00
PCARD ONE TIME PAY	GAUGES FOR BUILDING	COMMUNITY DEVELOPMENT-GENL	50.18
PCARD ONE TIME PAY	STARTER FERTILIZER	PARK & RECREATION FAC	50.28
PCARD ONE TIME PAY	NOTICE OF APPLICATION PUBLISHING	COMMUNITY DEVELOPMENT-GENL	50.68
PCARD ONE TIME PAY	BUDGET BOOKS	MEDICAL CLAIMS	50.94
PCARD ONE TIME PAY	SUPPLIES SENIOR LUNCHES	RECREATION SERVICES	52.18
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	52.40
PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	52.50
PCARD ONE TIME PAY		LEGAL - PROSECUTION	54.69
PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	LEGAL - PROSECUTION	55.00
PCARD ONE TIME PAY	BOOK STORES	MUNICIPAL COURTS	55.06
PCARD ONE TIME PAY	ADVERTISING SERVICES/META	RECREATION SERVICES	57.81
PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	59.04
PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	59.06
PCARD ONE TIME PAY	SCC BUSINESS DINNER REGISTRATION	CITY COUNCIL	60.54
PCARD ONE TIME PAY	SCC DINNER MEETING REGISTRATION	CITY COUNCIL	60.54
PCARD ONE TIME PAY	SHARPS CONTAINERS	PERSONNEL ADMINISTRATION	61.55
PCARD ONE TIME PAY	OFFICE SUPPLIES	ENGR-GENL	63.40
PCARD ONE TIME PAY	SUPPLIES FOR CUSTODIAL	CUSTODIAL SERVICES	63.44
PCARD ONE TIME PAY	LICENSE AND PLATES	EQUIPMENT RENTAL	64.00
PCARD ONE TIME PAY	COFFEE	PERSONNEL ADMINISTRATION	65.64
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	65.96
PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	66.94
PCARD ONE TIME PAY	SUPPLIES	EXECUTIVE ADMIN	67.68
PCARD ONE TIME PAY	REPLACEMENT LAPTOP BATTERY	IS REPLACEMENT ACCOUNTS	67.69
PCARD ONE TIME PAY	KLEENEX AND BOTTLED WATER	COMMUNITY DEVELOPMENT-GENL	67.72
PCARD ONE TIME PAY	BUSINESS SERVICES	OFFICE OPERATIONS	68.80
PCARD ONE TIME PAY	SENIOR LUNCH/BINGO DECORATIONS	RECREATION SERVICES	69.74
PCARD ONE TIME PAY	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	69.98
PCARD ONE TIME PAY	SHARPS CONTAINER	PERSONNEL ADMINISTRATION	70.23
PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	70.63
PCARD ONE TIME PAY	COFFEE	EXECUTIVE ADMIN	70.64

PCARD ONE TIME PAY	MOUSE AND MOUSE PAD	COMMUNITY DEVELOPMENT-GENL	71.09
PCARD ONE TIME PAY	OFFICE SUPPLIES	FINANCE-GENL	73.20
PCARD ONE TIME PAY	ASL INTERPRETER	EXECUTIVE ADMIN	74.00
PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	POLICE ADMINISTRATION	75.09
PCARD ONE TIME PAY	PET SHOPS/PET FOODS	POLICE ADMINISTRATION	76.58
PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	79.41
PCARD ONE TIME PAY	TREE FERTILIZER	PARK & RECREATION FAC	81.05
PCARD ONE TIME PAY	LICENSE RENEWAL	COMMUNITY DEVELOPMENT-GENL	81.80
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	83.60
PCARD ONE TIME PAY	LOGO'D JACKET	PERSONNEL ADMINISTRATION	85.03
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	85.20
PCARD ONE TIME PAY	POLE SAW CHAINS	ROADSIDE VEGETATION	85.44
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	89.84
PCARD ONE TIME PAY	PET SHOPS/PET FOODS	POLICE ADMINISTRATION	90.10
PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	91.06
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	91.86
PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	92.94
PCARD ONE TIME PAY	GROCERY STORES	COMMUNITY SERVICES UNIT	93.77
PCARD ONE TIME PAY	BOOK STORES	LEGAL - PROSECUTION	94.72
PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	95.79
PCARD ONE TIME PAY		POLICE PATROL	96.23
PCARD ONE TIME PAY	SPORTS APPAREL RIDING	POLICE PATROL	97.35
PCARD ONE TIME PAY	UNIFORM	STORM DRAINAGE	98.36
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	98.40
PCARD ONE TIME PAY	ZOOM	COMMUNITY DEVELOPMENT-GENL	98.46
PCARD ONE TIME PAY	BUS LINES	EMBEDDED SOCIAL WORKER	100.99
PCARD ONE TIME PAY	OTHER HOTELS	POLICE ADMINISTRATION	101.43
PCARD ONE TIME PAY	AMAZON OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	101.53
PCARD ONE TIME PAY	WELLNESS EVENT SUPPLIES	MEDICAL CLAIMS	102.66
PCARD ONE TIME PAY		MEDICAL CLAIMS	102.66
PCARD ONE TIME PAY	FIRSTNET IOT INVOICE	COMPUTER SERVICES	103.11
PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	106.41
PCARD ONE TIME PAY		POLICE INVESTIGATION	106.55
PCARD ONE TIME PAY	SUPPLIES/ALBERTSONS	OPERA HOUSE	107.54
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	108.03
PCARD ONE TIME PAY	STEEL TOED BOOTS	STORM DRAINAGE	109.27
PCARD ONE TIME PAY	STATIONERY STORE	POLICE PATROL	112.63
PCARD ONE TIME PAY	OTHER DIRECT MARKETER	LEGAL-GENL	112.90
PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	113.24
PCARD ONE TIME PAY	LICENSE RENEWAL	UTIL ADMIN	116.00
PCARD ONE TIME PAY	LICENSE RENEWAL	ENGR-GENL	116.00
PCARD ONE TIME PAY	CALENDAR, ORGANIZER	DEVELOPMENT SERVICES	118.15
PCARD ONE TIME PAY	MISCELLANEOUS APPAREL	POLICE PATROL	118.68
PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	119.70
PCARD ONE TIME PAY	AWWA CLASS	UTIL ADMIN	120.00
PCARD ONE TIME PAY	WSDA PESTICIDE TRAINING	UTIL ADMIN	120.00
PCARD ONE TIME PAY	MECHANICAL CERTIFICATION RENEWAL	COMMUNITY DEVELOPMENT-GENL	125.00
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	125.18
PCARD ONE TIME PAY		POLICE ADMINISTRATION	125.50
PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	129.61
PCARD ONE TIME PAY	LEADERSHIP TRAINING SUPPLIES	PERSONNEL ADMINISTRATION	129.77
PCARD ONE TIME PAY	POLICE VEHICLE TRANSFER	POLICE PATROL	129.78
PCARD ONE TIME PAY	WHOLESALE CLUBS	POLICE ADMINISTRATION	131.13
PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	131.27
PCARD ONE TIME PAY	WARTHOG NOZZLE OVERHAUL KIT	SEWER MAIN COLLECTION	131.77
PCARD ONE TIME PAY		STORM DRAINAGE	131.77
PCARD ONE TIME PAY	REFLECTIVE TAPE STRIPS	PARK & RECREATION FAC	132.93

PCARD ONE TIME PAY	OFFICE SUPPLIES	PARK & RECREATION FAC	136.20
PCARD ONE TIME PAY	WHOLESALE UNIFORMS	POLICE PATROL	137.72
PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE PATROL	137.84
PCARD ONE TIME PAY	WORKING DINNER BUDGET	CITY COUNCIL	140.85
PCARD ONE TIME PAY	BOOTS/GLOVES	GIS SERVICES IS	142.85
PCARD ONE TIME PAY	RETAINING WALL BLOCKS	GMA-PARKS	142.88
PCARD ONE TIME PAY	ACCIDENTAL CHARGE	COMPUTER SERVICES	145.00
PCARD ONE TIME PAY	WALL CAP STONE	GMA-PARKS	145.28
PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	145.88
PCARD ONE TIME PAY	TOOLS	STORM DRAINAGE	147.08
PCARD ONE TIME PAY	PARKING LOTS, GARAGES	OFFICE OPERATIONS	148.00
PCARD ONE TIME PAY	TOOL FOR FACILITIES/SAW	FACILITY MAINTENANCE	151.62
PCARD ONE TIME PAY	BACK-UP CAMERA	EQUIPMENT RENTAL	153.15
PCARD ONE TIME PAY	LA QUINTA INN AND SUITES	POLICE ADMINISTRATION	153.27
PCARD ONE TIME PAY	UNIFORM OXENTENKO	UTIL ADMIN	154.24
PCARD ONE TIME PAY	BOOK STORES	EMBEDDED SOCIAL WORKER	157.04
PCARD ONE TIME PAY	CANDY FOR HALLOWEEN EVENT	RECREATION SERVICES	158.96
PCARD ONE TIME PAY	SHOES FOR INSPECTOR	COMMUNITY DEVELOPMENT-GENL	159.49
PCARD ONE TIME PAY	GROCERY STORES	POLICE PATROL	160.39
PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE PATROL	161.30
PCARD ONE TIME PAY	PLASTIC COVER FOR DIRT PILE	STORM DRAINAGE	161.34
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	161.84
PCARD ONE TIME PAY	OTHER HOTELS	POLICE ADMINISTRATION	163.00
PCARD ONE TIME PAY	DAY CAMP SUPPLIES	RECREATION SERVICES	163.12
PCARD ONE TIME PAY	MEN AND LADIES CLOTHING STORES	POLICE PATROL	164.05
PCARD ONE TIME PAY	BANK DEPOSIT BOOKS / DEPOSIT BAGS	COMMUNITY DEVELOPMENT-GENL	167.86
PCARD ONE TIME PAY		UTILITY BILLING	167.86
PCARD ONE TIME PAY		GOLF ADMINISTRATION	167.87
PCARD ONE TIME PAY	TV WALL MOUNT FOR EXEC	COMPUTER SERVICES	171.04
PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	174.48
PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	POLICE PATROL	175.82
PCARD ONE TIME PAY	PIZZA - CERT TRAINING	EXECUTIVE ADMIN	178.82
PCARD ONE TIME PAY	PET SHOPS/PET FOODS	POLICE ADMINISTRATION	180.51
PCARD ONE TIME PAY	WHOLESALE UNIFORMS	POLICE PATROL	181.99
PCARD ONE TIME PAY	SHIPMENT FOR SNOW MACHINE	COMMUNITY EVENTS	184.84
PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	POLICE PATROL	185.37
PCARD ONE TIME PAY	SENIOR BINGO GAME PRIZES	RECREATION SERVICES	186.86
PCARD ONE TIME PAY	MISC ROW SUPPLIES	ROADSIDE VEGETATION	188.62
PCARD ONE TIME PAY	OFFICE SUPPLIES	WASTE WATER TREATMENT PLNT	190.34
PCARD ONE TIME PAY	BOOK STORES	EMBEDDED SOCIAL WORKER	193.80
PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	MUNICIPAL COURTS	194.00
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	196.91
PCARD ONE TIME PAY	CERT. TRAINING	STORM DRAINAGE	200.00
PCARD ONE TIME PAY	TRAINING REGISTRATION	COMMUNITY DEVELOPMENT-GENL	200.00
PCARD ONE TIME PAY	FOOD FOR ERGONOMICS TRAINING	PERSONNEL ADMINISTRATION	204.04
PCARD ONE TIME PAY	WORKING DINNER - BUDGET	EXECUTIVE ADMIN	211.27
PCARD ONE TIME PAY	IDENTIFIX FLEET SOFTWARE	SMALL ENGINE SHOP	217.71
PCARD ONE TIME PAY	CHAMBER OF COMMERCE GALA	EXECUTIVE ADMIN	220.00
PCARD ONE TIME PAY	HOTEL FOR SAFETY CONFERENCE	PERSONNEL ADMINISTRATION	222.49
PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	225.41
PCARD ONE TIME PAY	MISCELLANEOUS GENERAL	POLICE PATROL	229.83
PCARD ONE TIME PAY	PARKING LOTS AND GARAGES	POLICE ADMINISTRATION	235.00
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	236.25
PCARD ONE TIME PAY	HARRAH'S HOTELS AND CASINOS	POLICE ADMINISTRATION	236.97
PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	237.51
PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	POLICE TRAINING-FIREARMS	239.00
PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	FINANCE-GENL	250.00

PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	POLICE TRAINING-FIREARMS	250.00
PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	253.69
PCARD ONE TIME PAY	SHOE STORES	POLICE PATROL	260.37
PCARD ONE TIME PAY	SENIOR COFFEE SUPPLIES	RECREATION SERVICES	263.30
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	265.74
PCARD ONE TIME PAY	HEAD WORKS, MONITOR REPAIR	WASTE WATER TREATMENT PLNT	268.73
PCARD ONE TIME PAY	OFFICE FURNITURE	COMPUTER SERVICES	269.10
PCARD ONE TIME PAY	SPORTING GOODS STORES	POLICE PATROL	272.84
PCARD ONE TIME PAY	DUO 2FA	COMPUTER SERVICES	275.00
PCARD ONE TIME PAY	PARKING LOTS AND GARAGES	POLICE ADMINISTRATION	282.00
PCARD ONE TIME PAY	STORAGE SHELVES	COMPUTER SERVICES	284.34
PCARD ONE TIME PAY	LANDSCAPE MAINTENANCE	PARK & RECREATION FAC	291.87
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	295.37
PCARD ONE TIME PAY	APPLICATIONS	POLICE ADMINISTRATION	299.00
PCARD ONE TIME PAY	ROYALTY FREE MUSIC	EXECUTIVE ADMIN	299.88
PCARD ONE TIME PAY	MISCELLANEOUS GENERAL	POLICE TRAINING-FIREARMS	306.62
PCARD ONE TIME PAY	SHARPS CONTAINERS, WALL BRACKETS	PERSONNEL ADMINISTRATION	314.30
PCARD ONE TIME PAY	SHURE MICROPHONE	COMPUTER SERVICES	317.25
PCARD ONE TIME PAY	GROCERY STORES	EMBEDDED SOCIAL WORKER	318.00
PCARD ONE TIME PAY	RESIDENCE INNS	POLICE ADMINISTRATION	326.40
PCARD ONE TIME PAY		POLICE ADMINISTRATION	326.40
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	327.64
PCARD ONE TIME PAY	HOLIDAY INN EXPRESS	GIS SERVICES IS	336.24
PCARD ONE TIME PAY	AMERICAN WATER COLLEGE TRAINING	UTIL ADMIN	349.99
PCARD ONE TIME PAY	PROFESSIONAL SERVICES	POLICE TRAINING-FIREARMS	350.00
PCARD ONE TIME PAY	HARD DRIVE	COMPUTER SERVICES	350.07
PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE INVESTIGATION	351.19
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	352.50
PCARD ONE TIME PAY	SWANA MEMBERSHIP	SOLID WASTE OPERATIONS	355.00
PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	POLICE PATROL	356.92
PCARD ONE TIME PAY	CWT TRAINING ACADEMY	STORM DRAINAGE	400.00
PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	POLICE TRAINING-FIREARMS	400.00
PCARD ONE TIME PAY	PROFESSIONAL TRAINING ASSOCIATION CLASSES	UTIL ADMIN	400.00
PCARD ONE TIME PAY	WATER MAIN FLOW TESTING EQUIPMENT	WATER DIST MAINS	418.00
PCARD ONE TIME PAY	BROWN BAG SENIOR LUNCH	RECREATION SERVICES	420.03
PCARD ONE TIME PAY	WETRC TRAINING	UTIL ADMIN	430.00
PCARD ONE TIME PAY	LA QUINTA INN AND SUITES HOTEL STAY	WATER DIST MAINS	437.40
PCARD ONE TIME PAY	LA QUINTA INN AND SUITES- HOTEL STAY	WATER DIST MAINS	437.40
PCARD ONE TIME PAY	LA QUINTA INN AND SUITES- HOTEL STAY	WATER DIST MAINS	437.40
PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	437.59
PCARD ONE TIME PAY	NWGIS USER CONFERENCE	GIS SERVICES IS	438.75
PCARD ONE TIME PAY	LODGING FOR NWGIS CONFERENCE	GIS SERVICES IS	438.75
PCARD ONE TIME PAY	LA QUINTA INN AND SUITES	WATER DIST MAINS	442.50
PCARD ONE TIME PAY	HARRAH'S HOTELS AND CASINOS	OFFICE OPERATIONS	445.59
SISKUN POWER EQUIPME	HEDGE TRIMMER	WATER SUPPLY MAINS	449.17
PCARD ONE TIME PAY	OTHER HOTELS	LEGAL - PROSECUTION	449.72
PCARD ONE TIME PAY	PROFESSIONAL SERVICES	LEGAL-GENL	469.94
PCARD ONE TIME PAY		LEGAL - PROSECUTION	469.95
PCARD ONE TIME PAY		LEGAL-GENL	469.95
PCARD ONE TIME PAY		LEGAL - PROSECUTION	469.96
PCARD ONE TIME PAY	OTHER HOTELS	LEGAL - PROSECUTION	478.40
PCARD ONE TIME PAY	COLLEGES UNIVERSITIES	POLICE TRAINING-FIREARMS	495.00
PCARD ONE TIME PAY	ADVERTISING SERVICES	EXECUTIVE ADMIN	500.00
PCARD ONE TIME PAY	PROFESSIONAL SERVICES	POLICE TRAINING-FIREARMS	500.00
PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	500.00
PCARD ONE TIME PAY	DOUBLETREE HOTELS DOUBLETREE	LEGAL - PROSECUTION	508.89
PCARD ONE TIME PAY	CONTINUITY SUBSCRIPTION	POLICE ADMINISTRATION	520.01

PCARD ONE TIME PAY		POLICE ADMINISTRATION	523.33
PCARD ONE TIME PAY		POLICE ADMINISTRATION	526.39
PCARD ONE TIME PAY		POLICE ADMINISTRATION	527.83
PCARD ONE TIME PAY		POLICE ADMINISTRATION	528.00
PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	532.67
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	549.70
PCARD ONE TIME PAY	SIGNS & MARKINGS	TRANSPORTATION MANAGEMENT	550.00
PCARD ONE TIME PAY	DOUBLETREE HOTELS DOUBLETREE	LEGAL - PROSECUTION	550.17
PCARD ONE TIME PAY	ACFR AWARD APPLICATION	FINANCE-GENL	610.00
PCARD ONE TIME PAY	HARRAH'S HOTELS AND CASINOS	POLICE ADMINISTRATION	654.21
PCARD ONE TIME PAY	OTHER HOTELS	POLICE ADMINISTRATION	669.44
PCARD ONE TIME PAY		POLICE ADMINISTRATION	669.44
PCARD ONE TIME PAY	HILTON GARDEN INN	POLICE INVESTIGATION	686.82
PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	695.88
PCARD ONE TIME PAY	LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	696.76
PCARD ONE TIME PAY	LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	696.76
PCARD ONE TIME PAY	SUBSCRIPTION	COMMUNITY DEVELOPMENT-GENL	700.00
PCARD ONE TIME PAY	JOA 30" MAINT.	WATER SUPPLY MAINS	705.88
PCARD ONE TIME PAY	HARRAH'S HOTELS AND CASINOS	POLICE PATROL	734.21
PCARD ONE TIME PAY	ENTERPRISE RENT-A-CAR	POLICE PATROL	754.13
PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	POLICE TRAINING-FIREARMS	795.00
PCARD ONE TIME PAY	MANAGEMENT CONSULTING	POLICE TRAINING-FIREARMS	850.00
PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	850.00
PCARD ONE TIME PAY	ADVERTISING SERVICES	POLICE PATROL	875.00
PCARD ONE TIME PAY	CHAMBER OF COMMERCE	CITY COUNCIL	880.00
PCARD ONE TIME PAY	WHOLESALE CLUBS	POLICE PATROL	897.04
PCARD ONE TIME PAY	PET SHOPS/PET FOODS	POLICE ADMINISTRATION	1,000.25
PCARD ONE TIME PAY	HILTON GARDEN INN	POLICE INVESTIGATION	1,053.58
PCARD ONE TIME PAY	COMPUTER SOFTWARE STORES	POLICE INVESTIGATION	1,095.00
PCARD ONE TIME PAY	POND RESTORATION EQUIPMENT	STORM DRAINAGE	1,201.52
PCARD ONE TIME PAY	DIESEL EXHAUST FLUID	SOLID WASTE OPERATIONS	1,325.05
PCARD ONE TIME PAY	PROFESSIONAL SERVICES	POLICE TRAINING-FIREARMS	1,597.00
PCARD ONE TIME PAY	CORE DRILL BITS	ROADWAY MAINTENANCE	1,736.83
PCARD ONE TIME PAY	DOG WASTE BAGS	STORM DRAINAGE	1,843.26
PCARD ONE TIME PAY	BOLLARDS	PARK & RECREATION FAC	3,765.24
PCARD ONE TIME PAY	POND RESTORATION MACHINE RENTAL	STORM DRAINAGE	5,000.00
PCARD ONE TIME PAY	PROFESSIONAL SERVICES	POLICE ADMINISTRATION	11,200.00
		WARRANT TOTAL:	2,343,660.78
		WARRANT TOTAL:	2,343,660.78

AGENDA ITEM NO. 6.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Finance Director Jennifer Ferrer-Santa Ines, Finance
ITEM TYPE:	Ordinance
AGENDA SECTION:	**Public Hearings**
SUBJECT:	An **Ordinance** setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation Within the Corporate Limits of the City of Marysville, for the year 2025.
SUGGESTED ACTION:	Recommended Motion: I move to adopt Ordinance No._____.
SUMMARY:	The 2025 regular Property Tax Levy will be the same as the previous year plus the value of new construction. Approval of this Ordinance is necessary to balance the budget.

ATTACHMENTS:
Regular levy ordinance 2025.11.4.24v2.pdf

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING THE REGULAR PROPERTY TAX LEVY FOR ALL REAL, PERSONAL, AND UTILITY PROPERTY SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MARYSVILLE, WASHINGTON FOR THE YEAR 2025.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2025; and

WHEREAS, the City Council has properly given notice of the public hearing held on November 4, 2024 by publishing notice on October 19, 2024 and October 26, 2024 to consider public comment on the levy for all real, personal, and utility property subject to taxation; and

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

WHEREAS, the City of Marysville's actual regular levy amount from the previous year was $11,490,438.69.

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

SECTION 1. That the City will not increase the regular property tax levy on taxable property within the City authorized for the levy to be collected in the 2025 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be $0 which is a percentage increase of 0% from the previous year.

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

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

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this 25th day of November, 2024.

CITY OF MARYSVILLE

By___________________________________
JON NEHRING, MAYOR

Attest:

By____
TINA BROCK, CITY CLERK

Approved as to form:

By____
JON WALKER, CITY ATTORNEY

Date of publication:______________
Effective Date (5 days after publication):_______________

AGENDA ITEM NO. 7.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 25, 2024

SUBMITTED BY: Finance Director Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **Public Hearings**

SUBJECT: An **Ordinance** Adopting a Biennial Budget for the City of Marysville for the Period of January 1, 2025, through December 31, 2026, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of all Such Funds Combined and Establishing Compensation Levels as Prescribed by RCW 35A.34.120 and MMC 2.50.030.

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

SUMMARY: This is Public Hearing #2 on the Mayor's 2025-2026 Proposed Biennial Budget.

ATTACHMENTS:
Ordinance - Budget 2025-26.pdf

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING A BIENNIAL BUDGET FOR THE CITY OF MARYSVILLE FOR THE PERIOD OF JANUARY 1, 2025, THROUGH DECEMBER 31, 2026, SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED REVENUES AND APPROPRIATIONS FOR EACH SEPARATE FUND AND THE AGGREGATE TOTALS OF ALL SUCH FUNDS COMBINED AND ESTABLISHING COMPENSATION LEVELS AS PRESCRIBED BY RCW 35A.34.120 and MMC 2.50.030.

WHEREAS, Ordinance No. 2958 established a biennial budget process for the City as provided for in RCW 35A.34.040 ; and

WHEREAS, the City Council has conducted public hearings on the preliminary biennial budget for January 1, 2025, through December 31, 2026, on November 4, 2024, and November 25, 2024, and the preliminary budget has been filed with the city clerk.

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

SECTION 1. In accordance with the provisions of RCW 35A.34.120, the City of Marysville's 2025-2026 Biennial Budget, a summary of which is attached as Exhibit A, is adopted by reference, after the public hearings and after the preliminary budget has been filed with the city clerk.

SECTION 2. The totals of estimated revenues and appropriations for each separate Fund and the aggregate totals for all Funds combined are set forth in summary form in attached as Exhibit A.

SECTION 3. The city clerk is directed to keep on file a certified copy of the complete Budget which is adopted by this ordinance.

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

SECTION 5. 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 6. Effective Date. The city clerk will cause a summary of this ordinance to be published and this ordinance shall become effective January 1, 2025.

PASSED by the City Council and APPROVED by the Mayor this _______ day of _____________________________, 2024.

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 January 1, 2025

EXHIBIT A

2025-2026 BIENNIAL BUDGET SUMMARY - ALL FUNDS

	DEPARTMENT	BEGINNING FUND BALANCE	2025-2026 REVENUE	2025-2026 EXPENDITURES	ENDING FUND BALANCE
001	General Fund	18,481,554	134,044,936	140,940,636	11,585,854
005	General Cum. Reserve	206,297	-	-	206,297
101	City Street	943,682	2,744,000	2,600,000	1,087,682
103	Drug Enforcement	73,364	16,000	16,000	73,364
104	Tribal Gaming Fund	272	-	-	272
105	Hotel/Motel Tax Fund	382,222	533,180	228,672	686,730
108	I/NET	664,406	200,000	42,000	822,406
109	CDBG Program	3,307	817,914	817,914	3,307
110	GMA--REET I	390,724	4,195,320	4,462,263	123,781
111	GMA--REET II	144,192	4,195,320	4,262,263	77,249
114	TBD	7,833,941	9,131,625	7,550,086	9,415,480
115	Affordable House	490	189,205	180,000	9,695
116	School Mitigation	-	2,000,000	2,000,000	-
206	LTGO Debt Service	168,069	11,120,888	11,125,888	163,069
271	LID 71 Debt Service	59,072	624,000	676,936	6,136
299	LID Guaranty Fund	670,397	-	20,000	650,397
305	Street Capital Imprvmnts	56,260	26,946,491	26,444,491	558,260
310	Parks Capital Imprvmnts	573,933	4,898,273	4,248,101	1,224,105
314	City Facilities	-	219,580	219,580	-
401	Water/Sewer Operating	14,849,081	71,779,186	82,487,595	4,140,672
402	Utility Construction	16,257,652	15,731,344	16,354,985	15,634,011
410	Garbage & Refuse	5,146,940	32,773,136	32,559,951	5,360,125
420	Golf Course Operating	1,069,950	7,050,189	7,131,714	988,425
450	Utility Debt Service Fund	2,766,710	7,897,926	7,899,526	2,765,110
501	Fleet Services	191,952	8,522,810	8,522,810	191,952
502	Facilities Maintenance	3,999	2,842,225	2,842,225	3,999
503	Information Services	207,057	7,615,151	7,563,151	259,057
510	Unemployment Insurance	150,688	163,687	50,000	264,375
511	Liability Insurance	3,043,785	2,112,060	3,902,100	1,253,745
512	Medical Insurance	2,842,535	14,588,946	16,158,594	1,272,887
TOTAL ALL FUNDS		**77,182,531**	**372,953,392**	**391,307,481**	**58,828,442**
TOTAL BUDGET			**450,135,923**		**450,135,923**

AGENDA ITEM NO. 8.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Rochelle Barker, Legal
ITEM TYPE:	Ordinance
AGENDA SECTION:	**New Business**
SUBJECT:	An **Ordinance** Declaring Public Use and Necessity for Land and Property to be Condemned for the Purpose of Constructing a Roundabout at the Intersection of 172nd St NE and 19th Ave NE; and Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property and Payment from the General Fund.
SUGGESTED ACTION:	Recommended Motion: I move to adopt Ordinance No. ______.
SUMMARY:	The 172nd St NE and 19th Ave NE Intersection Improvement project consists of constructing a multi-lane roundabout at the intersection. The project will also include the construction of bicycle and pedestrian shared use path facilities, curbs and gutters, landscaping strips, illumination, and drainage improvements. The project requires acquiring portions of two properties. The city has presented offers to pay just compensation to the property owners in an effort to reach voluntary agreements. Should the city not be able to reach agreement with the property owners, the city will need to acquire property through the use of eminent domain and the determination of just compensation can be determined through an action in superior court.

ATTACHMENTS:

Condemnation Ordinance - 172nd St Ne and 19th Ave NE.pdf

C I T Y O F M A R Y S V I L L E
Marysville, Washington

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON DECLARING PUBLIC USE AND NECESSITY FOR LAND AND PROPERTY TO BE CONDEMNED FOR THE PURPOSE OF CONSTRUCTING A ROUNDABOUT AT THE INTERSECTION OF 172ND ST NE AND 19TH AVE NE; AND AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY AND PAYMENT FROM THE GENERAL FUND.

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. The 172nd St NE and 19th Ave NE Intersection Improvement project consists of constructing a multi-lane roundabout at the intersection. The project will also include the construction of bicycle and pedestrian shared use path facilities, curbs and gutters, landscaping strips, illumination, and drainage improvements; and

2. The City has conducted engineering and traffic studies and determined that it will be necessary to acquire portions of properties to construct the roundabout and associated improvements as depicted in **EXHIBIT A** and more specifically described in **EXHIBIT B**, attached hereto and incorporated herein by this reference; and

3. The project is necessary to meet the city's goals for safe motor vehicle, pedestrian, and bicycle travel; and

4. Efforts are now on-going to acquire the properties necessary for this public use by negotiation; and

5. In the event that negotiated acquisition is not fully successful in advance of the anticipated commencement and construction, it is essential that the City be prepared to initiate condemnation proceedings so that the project can be timely constructed; and

6. Public safety, convenience, use and necessity demand the acquisition of several parcels of property, easement, and/or temporary construction easements to wit: Tax Parcel No. 31052900202500; and 1814 172nd St NE, Marysville, Washington; and

7. The entire cost of the acquisition provided by this ordinance shall be paid by City general funds.

8. The City may be unable to agree with the property owners upon the compensation to be paid for the properties identified in **EXHIBIT B** or it may not be feasible to clear title without condemnation proceedings.

9. The City has authority pursuant to chapter 8.12 RCW to acquire, if necessary, title to real property for public purposes. Improvement of the City's road system and stormwater drainage and conveyance system is a public purpose.

10. The proposed improvement is designed improve the 172nd St NE and 19th Ave NE intersection, an existing 3-legged intersection with stop sign on the north leg, to a multi-lane roundabout. The project will also include the construction of bicycle and pedestrian shared use path facilities, curbs and gutters, landscaping strips, illumination and drainage improvements, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

11. Notice of the planned final action authorizing the condemnation of the property described in Exhibits A and B has been given to the owner(s) of said property and published in the Everett Herald and Snohomish County Tribune in accordance with the provisions of RCW 8.25.290.

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

Section 1. 172nd St NE and 19th Ave NE Intersection Improvement Project is a Public Use. The 172nd St NE and 19th Ave NE Intersection Improvement project is a public use. The improvement will be owned by the City of Marysville and open for vehicle, pedestrian, and bicycle travel by members of the public.

Section 2. Determination of Necessity. Acquisition of the properties depicted in Exhibit A and legally described in Exhibit B, both of which are attached and incorporated by this reference (the "Properties"), is necessary to construct the 172nd St NE and 19th Ave NE Intersection Improvement project. If the Properties are not acquired and the project is not constructed, traffic movement and safety as well as pedestrian and bicycle safety along 172nd St NE and 19th Ave NE will be severely negatively impacted. Connecting to existing infrastructure, this project will help achieve the Transportation Element's Priority Pedestrian System Plan and Bicycle System Plan adopted in the 2015 City of Marysville Comprehensive Plan.

Section 3. Condemnation. Under the authority of chapter 8.12 RCW, the Properties shall be condemned and acquired by the City of Marysville, after just compensation having been first made or paid into court for the owner(s) in the manner prescribed by law.

Section 4. Authorization. The City Attorney and/or his designees are hereby authorized to commence and prosecute condemnation proceedings for the Properties in the manner provided by law, to determine and make or pay just compensation, and to take such other steps as they deem necessary to complete the acquisition of the Properties including to enter into settlements to mitigate damages.

Section 5. Compensation. Compensation shall be paid to the owners of the property identified in Exhibits A and B, and the cost of acquisition and the costs of litigation shall be paid from the City's General Fund.

Section 6. 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 7. 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 _________________, 20_____.

CITY OF MARYSVILLE

By___________________________________
JON NEHRING, Mayor

ATTEST:

By____________________________
CHARI TABER, Deputy City Clerk

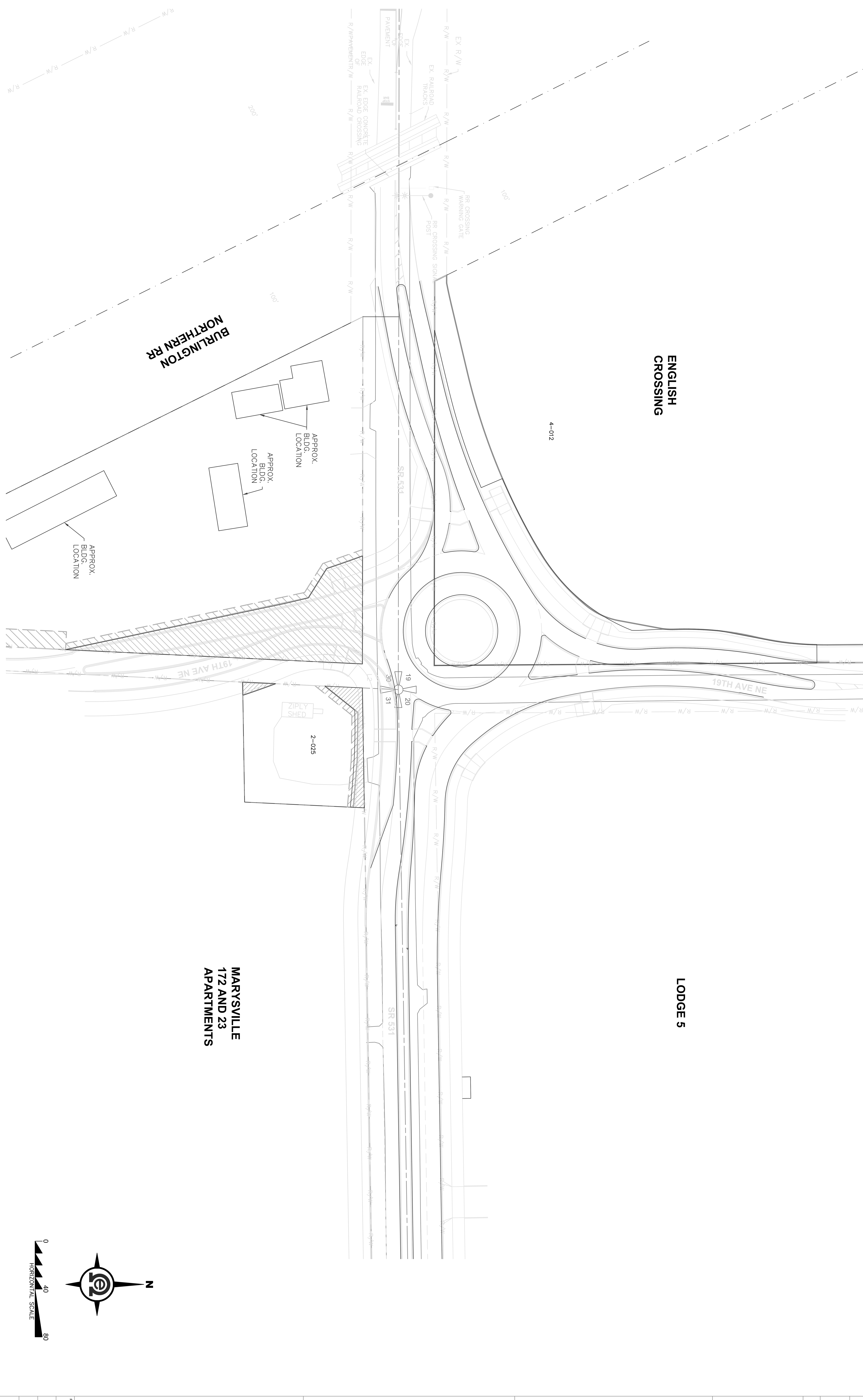
Approved as to form:

By____________________________
JON WALKER, City Attorney

Date of Publication: _______________

Effective Date (5 days after publication): ______________

EXHIBIT A



PROJ. NO.	DSN. BY
11-066	JMS

DATE: 3/27/2024

SCALE: 1" = 40'

DRAWING NO. 1 OF 1

LODGE V / SR 531 ROUNDABOUT

CITY OF MARYSVILLE, Washington

PORTION OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.

OMEGA ENGINEERING, INC.

2707 WETMORE AVE.
EVERETT, WA 98201
t 425.903.4852
f 425.259.1958

RIGHT OF WAY ACQUISITION MAP

R#	DATE	DESCRIPTION	BY
△			
△			
△			
△			
△			
△			
△			

EXHIBIT B

EXHIBIT B
RIGHT-OF-WAY DESCRIPTION

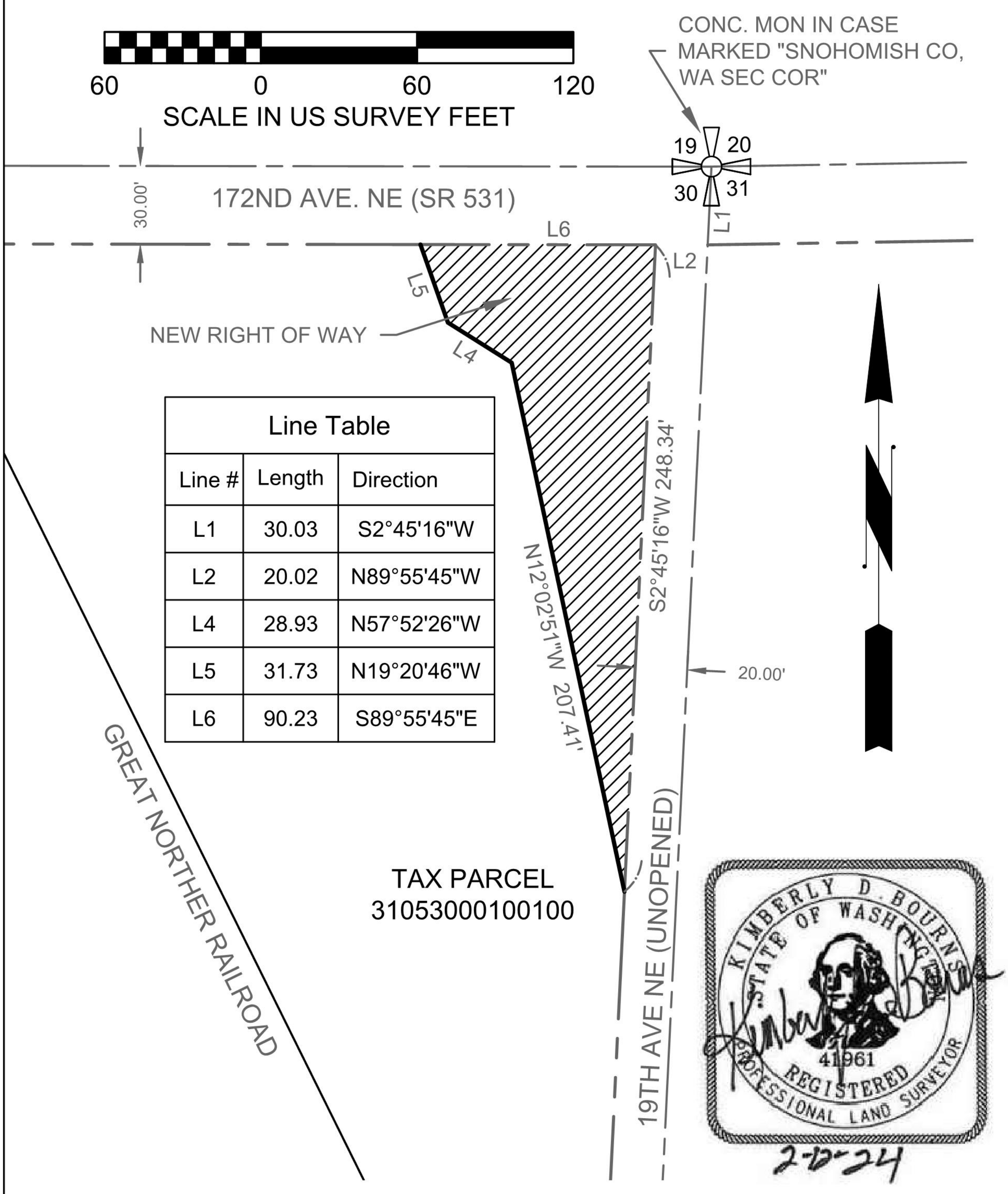
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, BEING A CONCRETE MONUMENT IN CASE MARKED “SNOHOMISH CO. WA SECTION COR.”
THENCE SOUTH 2°45’16” WEST ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 30.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 172ND AVENUE NE (S.R. 531);
THENCE NORTH 89°55’45” WEST ALONG SAID RIGHT-OF-WAY MARGIN, A DISTANCE OF 20.02 FEET TO THE WEST LINE OF THE UNOPENED 19TH AVENUE NE RIGHT OF WAY, AND THE **TRUE POINT OF BEGINNING**;
THENCE SOUTH 2°45’16” WEST ALONG SAID WEST LINE, A DISTANCE OF 248.34 FEET;
THENCE, LEAVING SAID WEST LINE, NORTH 12°02’51” WEST A DISTANCE OF 207.41 FEET;
THENCE NORTH 57°52’26” WEST A DISTANCE OF 28.93 FEET;
THENCE NORTH 19°20’46” WEST A DISTANCE OF 31.73 FEET TO SAID SOUTHERLY RIGHT-OF-WAY MARGIN OF 172ND AVENUE NE (S.R. 531);
THENCE SOUTH 89°55’45” EAST ALONG SAID RIGHT-OF-WAY MARGIN, A DISTANCE OF 90.23 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 8908 SQUARE FEET, MORE OR LESS;
SITUATE IN CITY OF MARYSVILLE, SNOHOMISH COUNTY, STATE OF WASHINGTON.

2-12-24

EXHIBIT C



Line Table		
Line #	Length	Direction
L1	30.03	S2°45'16"W
L2	20.02	N89°55'45"W
L4	28.93	N57°52'26"W
L5	31.73	N19°20'46"W
L6	90.23	S89°55'45"E

EST. 1891 MARYSVILLE WASHINGTON	19TH AVE. NE / S.R. 531 ROUNDABOUT	RIGHT-OF-WAY ACQUISITION EXHIBIT MAP	2/20/2024
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT 501 DELTA AVE. MARYSVILLE, WA 98270 (360) 363-8100	PARCEL NO. 31053000100100	1 of 1

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A STRIP OF LAND 5.00 FEET IN WIDTH, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AND LYING WESTERLY OF AND CONTIGUOUS WITH THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, BEING A CONCRETE MONUMENT IN CASE MARKED “SNOHOMISH CO. WA SECTION COR.”
THENCE SOUTH 2°45’16” WEST ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 30.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 172ND AVENUE NE (S.R. 531);
THENCE NORTH 89°55’45” WEST ALONG SAID RIGHT-OF-WAY MARGIN, A DISTANCE OF 20.02 FEET TO THE WEST LINE OF THE UNOPENED 19TH AVENUE NE RIGHT OF WAY;
THENCE CONTINUING NORTH 89°55’45” WEST ALONG SAID RIGHT-OF-WAY MARGIN, A DISTANCE OF 90.23 FEET TO THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;
THENCE LEAVING SAID RIGHT-OF-WAY MARGIN, SOUTH 19°20’46” EAST A DISTANCE OF 31.73 FEET;
THENCE SOUTH 57°52’26” EAST A DISTANCE OF 28.93 FEET;
THENCE SOUTH 12°02’51” WEST A DISTANCE OF 207.41 FEET TO SAID WEST LINE OF THE UNOPENED 19TH AVENUE NE RIGHT OF WAY AND THE TERMINUS OF SAID LINE;

TOGETHER WITH:

A STRIP OF LAND 15.00 FEET IN WIDTH, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AND LYING WESTERLY OF AND CONTIGUOUS WITH THE WEST LINE OF THE UNOPENED 19TH AVENUE NE RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

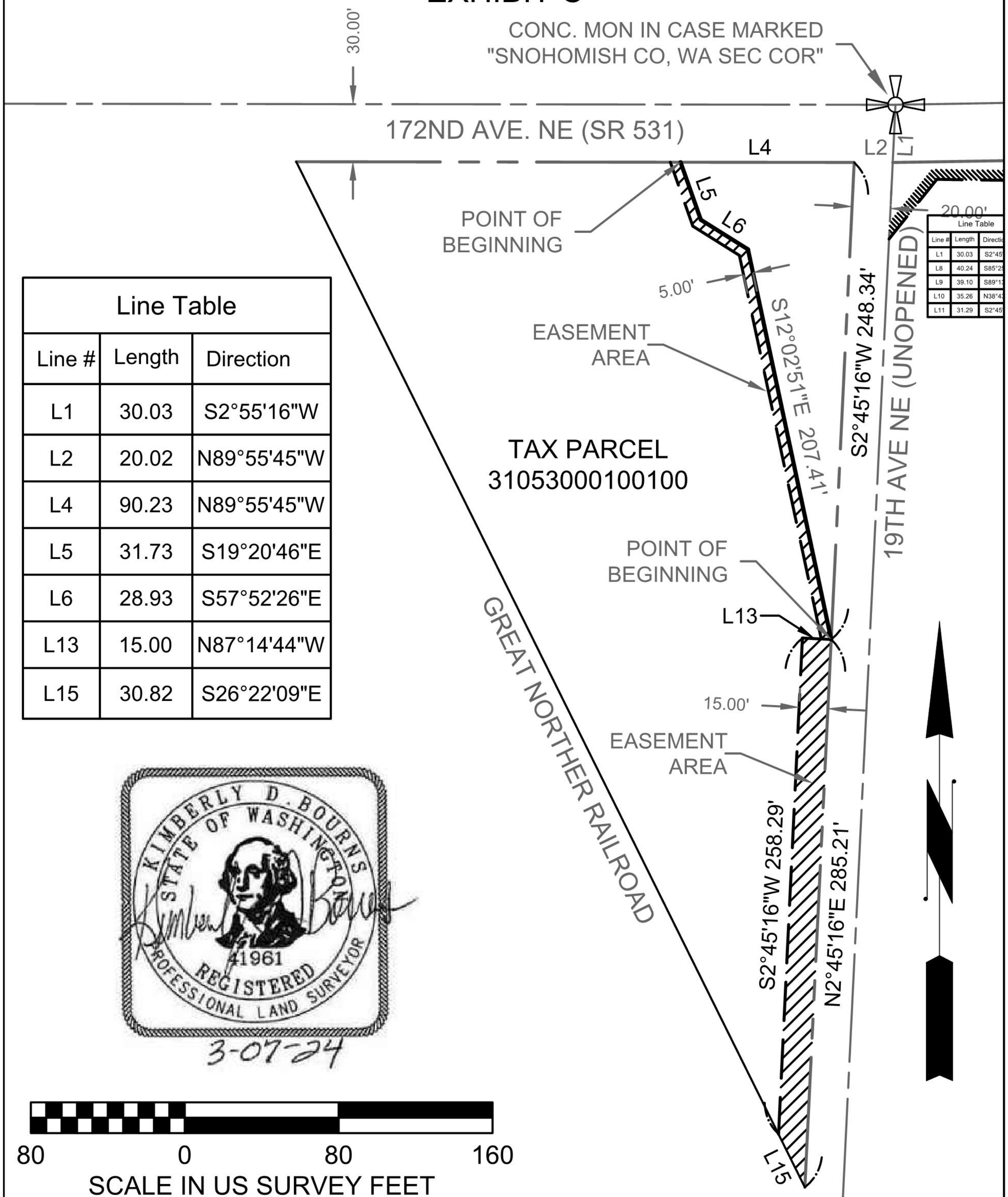
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, BEING A CONCRETE MONUMENT IN CASE MARKED “SNOHOMISH CO. WA SECTION COR.”
THENCE SOUTH 2°45’16” WEST ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 30.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 172ND AVENUE NE (S.R. 531);
THENCE NORTH 89°55’45” WEST ALONG SAID RIGHT-OF-WAY MARGIN, A DISTANCE OF 20.02 FEET TO THE WEST LINE OF THE UNOPENED 19TH AVENUE NE RIGHT OF WAY;
THENCE SOUTH 2°45’16” WEST ALONG SAID WEST LINE, A DISTANCE OF 248.34 FEET TO THE **TRUE POINT OF BEGINNING;**
THENCE LEAVING SAID WEST LINE, NORTH 87°14’44” WEST A DISTANCE OF 15.00 FEET;
THENCE SOUTH 2°45’16” WEST, ALONG A LINE 15.00 FEET WESTERLY OF AND PARALLEL WITH SAID WEST LINE OF THE UNOPENED 19TH AVENUE NE RIGHT OF WAY, A DISTANCE OF 258.29 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE GREAT NORTHERN RAILROAD;
THENCE SOUTH 26°22’09” EAST ALONG SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 30.82 FEET TO SAID WEST LINE OF THE UNOPENED 19TH AVENUE NE RIGHT OF WAY;

THENCE NORTH 2°45’16” EAST ALONG SAID WEST LINE, A DISTANCE OF 285.21 FEET TO THE **TRUE POINT OF BEGINNING;**

CONTAINING 5,416 SQUARE FEET, MORE OR LESS;
SITUATE IN CITY OF MARYSVILLE, SNOHOMISH COUNTY, STATE OF WASHINGTON.

3-07-24

EXHIBIT C



Line Table

Line #	Length	Direction
L1	30.03	S2°55'16"W
L2	20.02	N89°55'45"W
L4	90.23	N89°55'45"W
L5	31.73	S19°20'46"E
L6	28.93	S57°52'26"E
L13	15.00	N87°14'44"W
L15	30.82	S26°22'09"E

EST. 1891 MARYSVILLE WASHINGTON	19TH AVE. NE / S.R. 531 ROUNDABOUT	TEMPORARY CONSTRUCTION EASEMENT EXHIBIT MAP	3/7/2024
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT 501 DELTA AVE. MARYSVILLE, WA 98270 (360) 363-8100	PARCEL NO. 31053000100100	1 of 1

EXHIBIT B
RIGHT-OF-WAY DESCRIPTION

THAT PORTION OF THE NORTH 130 FEET OF THE WEST 100 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, BEING A CONCRETE MONUMENT IN CASE MARKED “SNOHOMISH CO. WA SECTION COR.”
THENCE SOUTH 2°45’16” WEST ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 30.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 172ND AVENUE NE (S.R. 531) AND THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID SECTION LINE, NORTH 89°03’37” EAST ALONG SAID RIGHT-OF-WAY MARGIN, A DISTANCE OF 100.21 FEET TO THE EAST LINE OF THE WEST 100 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;
THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 2°45’16” WEST ALONG SAID EAST LINE, A DISTANCE OF 9.14 FEET;
THENCE, LEAVING SAID EAST LINE, NORTH 85°25’17” WEST A DISTANCE OF 40.24 FEET;
THENCE NORTH 89°13’37” WEST A DISTANCE OF 39.10 FEET;
THENCE SOUTH 38°43’05” WEST A DISTANCE OF 35.26 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29 HEREIN REFERRED TO AS “POINT A”;
THENCE NORTH 2°45’16” EAST ALONG SAID WEST LINE, A DISTANCE OF 31.29 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 839 SQUARE FEET, MORE OR LESS;
SITUATE IN CITY OF MARYSVILLE, SNOHOMISH COUNTY, STATE OF WASHINGTON.

TOGETHER WITH:

THAT PORTION OF THE NORTH 130 FEET OF THE WEST 100 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

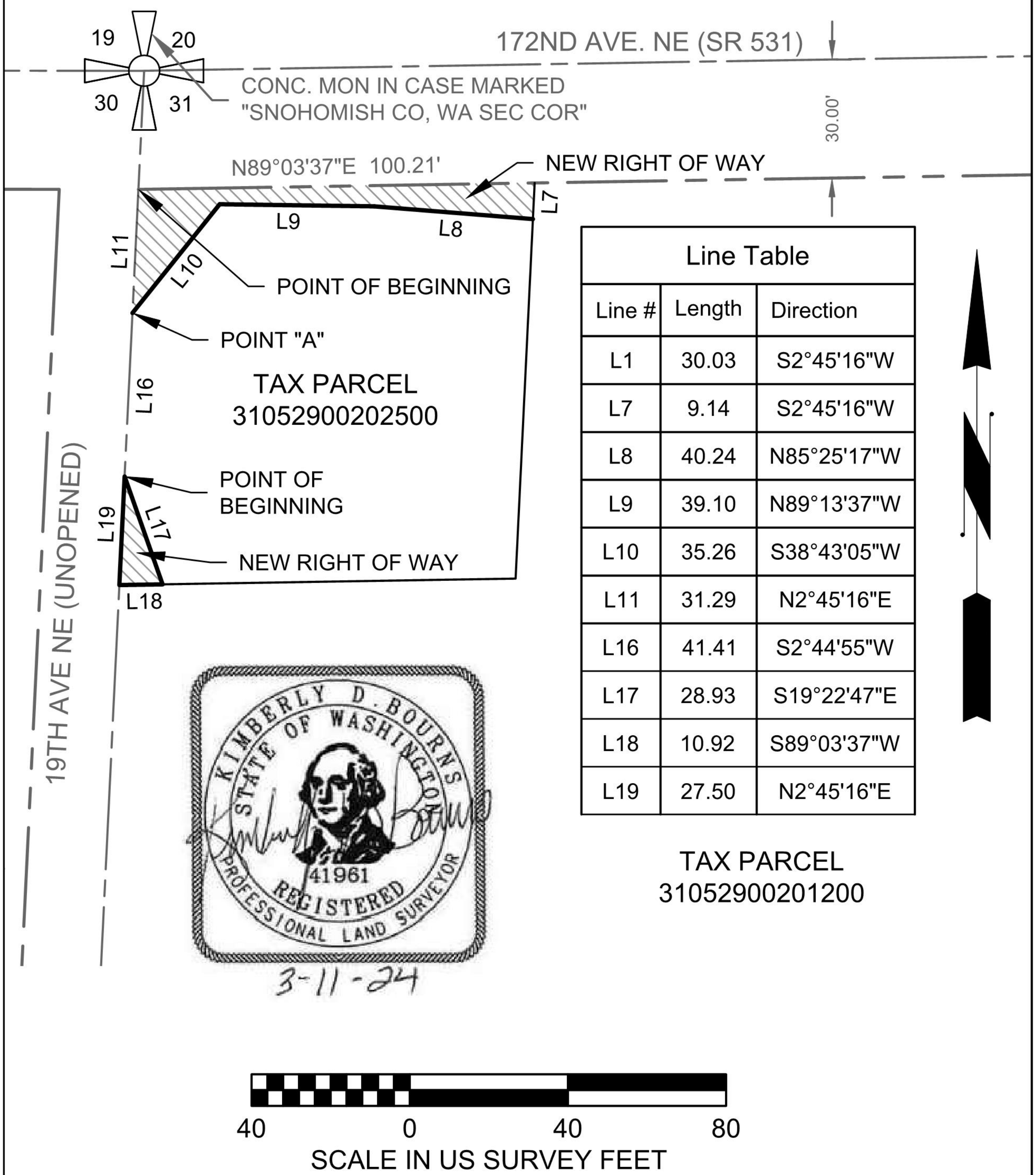
COMMENCING AT THE SAID “POINT A”;
THENCE SOUTH 2°45’16” WEST ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 41.41 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE LEAVING SAID WEST SECTION LINE, SOUTH 19°22’47” A DISTANCE OF 28.93 FEET TO THE SOUTH LINE OF THE NORTH 130 FEET OF THE WEST 100 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 89°03’37” WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.92 FEET TO SAID WEST LINE OF SECTION 29;
THENCE NORTH 2°45’16” ALONG SAID WEST SECTION LINE, A DISTANCE OF 27.50 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 150 SQUARE FEET, MORE OR LESS;
SITUATE IN CITY OF MARYSVILLE, SNOHOMISH COUNTY, STATE OF WASHINGTON.

3-11-24

EXHIBIT C



Line Table		
Line #	Length	Direction
L1	30.03	S2°45'16"W
L7	9.14	S2°45'16"W
L8	40.24	N85°25'17"W
L9	39.10	N89°13'37"W
L10	35.26	S38°43'05"W
L11	31.29	N2°45'16"E
L16	41.41	S2°44'55"W
L17	28.93	S19°22'47"E
L18	10.92	S89°03'37"W
L19	27.50	N2°45'16"E

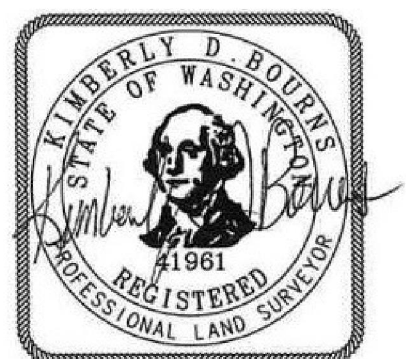
EST. 1891 MARYSVILLE WASHINGTON	19TH AVE. NE / S.R. 531 ROUNDABOUT	RIGHT-OF-WAY ACQUISITION EXHIBIT MAP	3/7/2024
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT 519 DELTA AVE MARYSVILLE, WA 98270 (360) 363-8100	PARCEL NO. 31052900202500	1 of 1

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A STRIP OF LAND 5.00 FEET IN WIDTH, BEING A PORTION OF THE NORTH 130 FEET OF THE WEST 100 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AND LYING SOUTHERLY OF AND CONTIGUOUS WITH THE FOLLOWING DESCRIBED LINE:

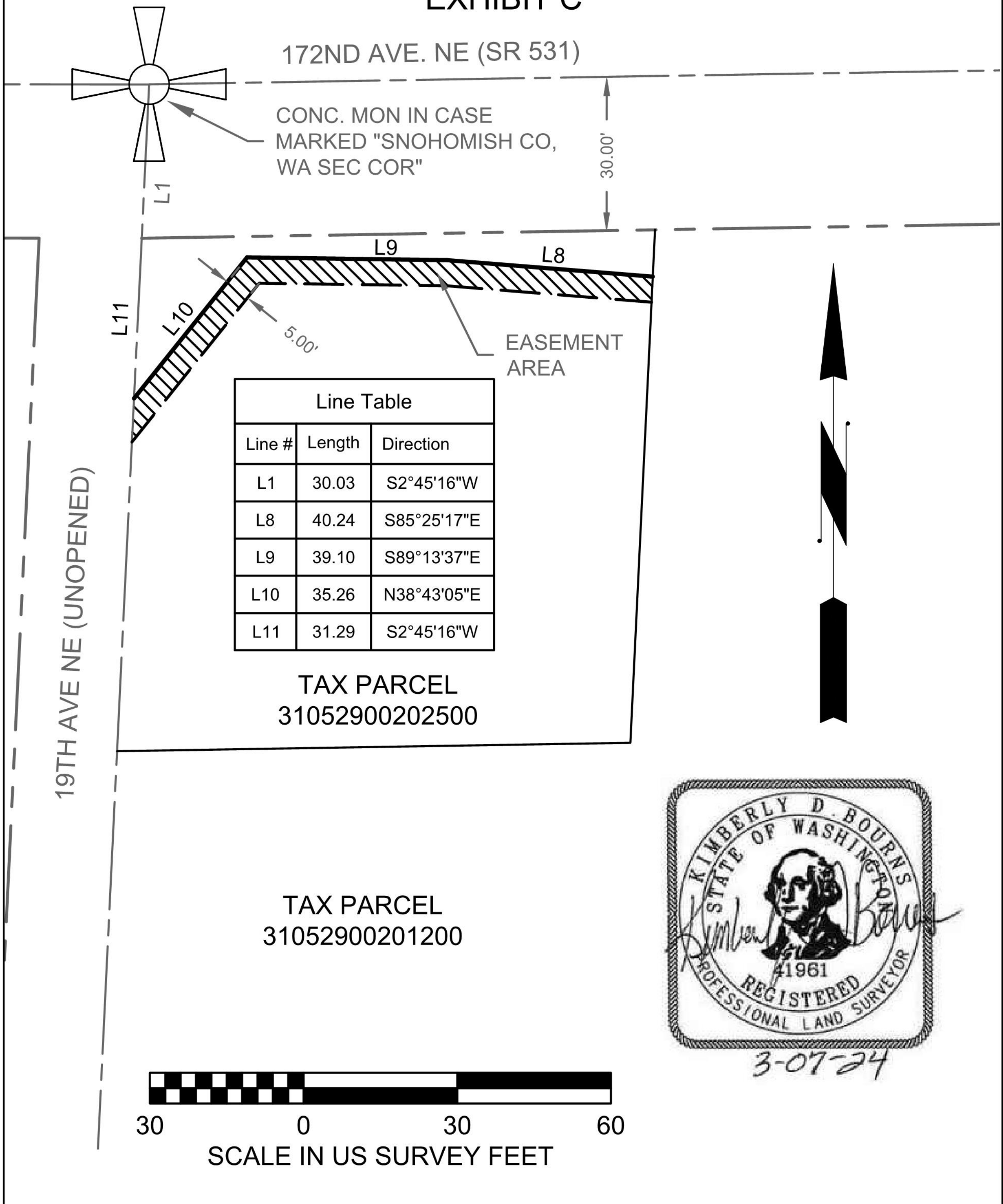
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, BEING A CONCRETE MONUMENT IN CASE MARKED “SNOHOMISH CO. WA SECTION COR.”
THENCE SOUTH 2°45’16” WEST ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 30.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 172ND AVENUE NE (S.R. 531);
THENCE SOUTH 2°45’16” EAST ALONG SAID WEST LINE, A DISTANCE OF 31.29 FEET TO **THE POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE;
THENCE LEAVING SAID SECTION LINE, NORTH 38°43’05” WEST A DISTANCE OF 35.26 FEET;
THENCE SOUTH 89°13’37” EAST A DISTANCE OF 39.10;
THENCE SOUTH 85°25’17” EAST A DISTANCE OF 40.24 FEET TO THE EAST LINE OF THE WEST 100 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND THE TERMINUS OF SAID LINE;

CONTAINING 578 SQUARE FEET, MORE OR LESS;
SITUATE IN CITY OF MARYSVILLE, SNOHOMISH COUNTY, STATE OF WASHINGTON.



3-07-24

EXHIBIT C



Line Table		
Line #	Length	Direction
L1	30.03	S2°45'16"W
L8	40.24	S85°25'17"E
L9	39.10	S89°13'37"E
L10	35.26	N38°43'05"E
L11	31.29	S2°45'16"W

EST. 1891 MARYSVILLE WASHINGTON	19TH AVE. NE / S.R. 531 ROUNDABOUT	TEMPORARY CONSTRUCTION EASEMENT EXHIBIT MAP	3/7/2024
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT 519 DELTA AVE MARYSVILLE, WA 98270 (360) 363-8100	PARCEL NO. 31052900202500	1 of 1

AGENDA ITEM NO. 9.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Engineering Coordinator Laurie Barbosa, Public Works
ITEM TYPE:	Project Acceptance
AGENDA SECTION:	**New Business**
SUBJECT:	Project Acceptance – MCC Roof Mounted Utility Interactive Photovoltaic System
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to accept the MCC Roof Mounted Utility Interactive Photovoltaic System project, starting the 60-day lien filing period for project closeout.

SUMMARY:

The MCC Roof Mounted Utility Interactive Photovoltaic System project was a contractor provided, total turnkey system installation on the City Hall roof top. It included the furnishing and installation of all necessary equipment, materials, design, manufacturing, and installation services for the PV system. The project included all necessary disconnects, conduit & wiring, and interconnection with our existing PUD electricity service. Per the DOE Grant guidelines, the solar electricity/photovoltaic had to be an appropriately sized system, not to exceed 60 kW, producing a minimum of 56kWh per year.

Council awarded the project to Prime Consultants, Inc. dba Western Solar on March 25, 2024, in the amount of $122,038.66.

The project reached physical completion on September 19, 2024, at a cost of $122,038.66. This amount will be fully reimbursed to the City via a Department of Energy EECBG Program Voucher.

Construction Total:	$122,038.66
DOE Reimbursement:	$122,038.66
Total Cost to City:	$ 0.00

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

ATTACHMENTS:

Western Solar_Notice of Physical Completion 9_19.pdf

MARYSVILLE
PUBLIC WORKS

September 19, 2024

Prime Consultants Inc. dba Western Solar
4326 Pacific Hwy
Bellingham, WA 98226

Subject: MCC Roof Mounted Utility Interactive Photovoltaic System Project
Notice of Physical Completion of Project

Dear Kurt:

This project was considered physically complete as of September 19th, 2024. This notification does not constitute final acceptance by the City. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Affidavits of Wages Paid (including all subcontractors)
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department
4. Certificate of Release from the Department of L&I

It has been a pleasure working with you on this project. I hope that you will consider bidding on future projects with the City.

Sincerely,

Bryan Milligan

Bryan Milligan
Project Manager

CC: Project File

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270

AGENDA ITEM NO. 10.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Engineering Coordinator Laurie Barbosa, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Project Acceptance – 2024 Water Service Line Inventory
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to accept the 2024 Water Service Line Inventory project, starting the 60-day lien filing period for project closeout.

SUMMARY:

The 2024 Water Service Line Inventory project allowed for inspection of 368 randomly selected water services within the City's water service area. This work fulfilled the current Lead and Copper Rule Improvement requirements, defined in the U.S. Environmental Protection Agency Lead and Copper Rule Revision. The City opted to utilize the Statistical Guidance for Group A PWS Evaluation of Unknown Service Lines, released by the Washington Department of Ecology on May 31, 2023. Taking this approach allowed the City to inspect a representative, randomly selected portion of the services in the water system, instead of all unknown services (over 9,000).

City Council awarded the project to Gregco Excavating LLC on July 8, 2024, in the amount of $958,234.60 including a management reserve of $95,823.46, for a total allocation of $1,054,058.06. The project was completed at a cost of $966,008.44 which was $7,773.84 or 0.08% over the original bid amount but within management reserve.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

ATTACHMENTS:

W2301_Physical Completion Letter_2024-10-22.pdf

MARYSVILLE
PUBLIC WORKS
Engineering

October 22, 2024

Gregco Excavating LLC
Attn: Colby Gregory
9009 42nd Street NE
Lake Stevens, WA 98258

Subject: Project W2301 – 2024 Water Service Line Inventory
Notice of Physical Completion

Dear Colby,

In accordance with the project manual for the 2024 Water Service Line Inventory project (Project No. W2301, dated June 2024), this letter confirms that the project was deemed Physically Complete by the City of Marysville (City) as of Monday, October 14, 2024.

This notification does not constitute completion, or final acceptance by the City. Recommendation for Final Acceptance will be sent to the City Council for approval at the fist available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond upon receipt of the following:

1. Certificate of Release from the Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department
4. Affidavit of Wages Paid (*please submit a copy to the City, for inclusion in the project files*)

Upon confirmation of the approved affidavits from L&I, and City Council Acceptance of the project, I will submit a notice of completion of public works project to L&I, to obtain the releases listed in items 1-3 above. When all three releases have been obtained, the City will start the process of releasing retainage.

It has been a pleasure working with you on this project. I hope that you will consider bidding on future projects with the City.

Sincerely,

Adam Benton

Adam Benton
Project Engineer

CC:
Project File

Attachments:
None

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270

AGENDA ITEM NO. 11.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 25, 2024

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Project Acceptance

AGENDA SECTION: **New Business**

SUBJECT: Project Acceptance - Parkside Way Park Playground Replacement

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to accept the Parkside Way Park Playground Project, starting the 60 day lien filing period for project closeout.

SUMMARY: The Parkside Way Playground project included:

- Demolition and disposal of the existing play structure.
- Excavation and disposal of the existing Engineered Wood Fiber play surfacing
- Purchase and installation of the play equipment
- Installation of 12" Engineered Wood Fiber ADA compliant play surfacing

City Council awarded the project to AllPlay Systems, LLC on April 1st, 2024 for $224,709.79. The authorized amount included a management reserve of $22,470.98 for a total allocation of $247,180.77.

The project was completed at a cost of $224,709.79, no management reserve was required. Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

ATTACHMENTS:
ALLPLAY_Lettter of physical Completion_20240924.pdf

MARYSVILLE
PUBLIC WORKS

September 24th, 2024

AllPlay Systems, LLC
Attn: Jeff Hansen
PO Box 1886
Sequim, WA 98383

Subject: Parkside Way Park Playground Replacement
Notice of Physical Completion of Project

Dear Mr. Hansen,

This project was considered physically complete as of 9/24/2024. This notification does not constitute final acceptance by the City. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the sixty (60) day lien period for the release of your retainage upon receipt of the following.

1. Affidavits of Wages Paid (including all subcontractors)
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department
4. Certificate of Release from the Department of L&I

It has been a pleasure working with you on this project. I hope that you will consider bidding on future projects with the City.

Sincerely,

Jeramie Roth 09/24/2024

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270

AGENDA ITEM NO. 12.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Storm and Wastewater Utility Manager Matthew Eyer, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Grant Agreement with the Department of Ecology for the Marysville Enhanced Maintenance Plan
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute Ecology Grant Agreement for the Marysville Enhanced Maintenance Plan.

SUMMARY:

The City of Marysville has been offered $121,618.00 in grant funding from the Department of Ecology (Ecology) to create an Enhanced Maintenance Plan. The total project cost is estimated to be $143,080.00. $143,080.00 of these costs are eligible for grant reimbursement. This grant requires a 15% City match of eligible cost in the amount of $21,462.00.

As part of this grant, an Enhanced Maintenance Plan (EMP) will be compiled which will review the City's existing maintenance procedures, costs and how these elements relate to water quality preservation today. The Plan will then suggest improvements to these procedures with the goal of providing water quality protection or benefits above existing levels. Such improvements may include enhanced maintenance to stormwater pond facilities, additional decant storage, street sweeping or other maintenance activities that would be then grant eligible. The EMP will also provide guidelines on how this plan can be reassessed over future years to ensure continuing water quality measures are being implemented throughout the City.

EMPs are now required by the Department of Ecology in order to apply for grants that cover any maintenance activities. The goal of this EMP will be to identify future grant opportunities to complete the activities recommended in the plan. This grant does not obligate the City to any activity outside of creating the EMP.

ATTACHMENTS:

WQC-2024-MaryPW-00052_AgreementforSignature.pdf

Agreement No. WQC-2024-MaryPW-00052

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE – PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Marysville – Public Works Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Marysville Enhanced Maintenance Plan
Total Cost:	$143,080.00
Total Eligible Cost:	$143,080.00
Ecology Share:	$121,618.00
Recipient Share:	$21,462.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Stormwater Activity

Project Short Description:

This project will inspect facilities to enhance the RECIPIENT’s maintenance program. If implemented, this will remove total suspended solids (TSS) and other solids from pollution-generating surfaces before they can be carried by stormwater into Allen Creek and Quilceda Creek in the city of Marysville. This project will include development of an Enhanced Maintenance Plan (EMP).

Project Long Description:

The city of Marysville has about 70,000 residents and is roughly 20 square miles in area. Allen Creek and Quilceda Creek drain a majority of the city. The Allen/Quilceda watershed contains approximately 70 minor streams and tributaries and encompasses an area of approximately 49 square miles. Both creeks empty into Ebey Slough near the mouth of the Snohomish River, and the city is part of the lower Snohomish River Basin. Allen and Quilceda Creeks are impaired for bacteria, dissolved oxygen, and pH.

In 2022, the RECIPIENT completed a Stormwater Management Action Plan (SMAP). The SMAP was partially funded by Ecology grant WQC-2020-MaryPW-00100. The RECIPIENT mapped the land cover characteristics of the city and identified areas that generate pollutants from impervious surfaces. As part of the SMAP process, the RECIPIENT also mapped the relative levels of treatment throughout the city based on the age of infrastructure. The areas with older treatment facilities may benefit from enhanced maintenance activities.

Private facilities built before 2010 are not currently required by the city's National Pollutant Discharge Elimination System (NPDES) permit to be inspected and maintained to the same level as a facility built after 2010. Determining where it is possible to maintain these facilities to the standards in the Stormwater Management Manual for Western Washington 2019 will allow for more effective planning and stormwater management actions.

In this agreement, the RECIPIENT will develop an Enhanced Maintenance Plan (EMP). The EMP will build upon previous planning efforts by using city data, including GIS data, existing maintenance records, and new inspection data to examine maintenance practices for private facilities built before 2010. The RECIPIENT will assess the target facilities, determine the cost of maintaining them to current standards if possible, and compile a list of facilities that can be improved by maintenance alone. The RECIPIENT will use this data and assessment to create a plan to maintain these facilities to the current standard, bring them into their current maintenance program for future maintenance, and to achieve the highest water quality benefits.

<u>Overall Goal:</u>
This project will help protect and restore water quality in Washington Stage by reducing stormwater impacts from existing infrastructure through development of an Enhanced Maintenance Plan (EMP).

RECIPIENT INFORMATION

Organization Name: City of Marysville – Public Works Department

Federal Tax ID: 91-6001459
UEI Number: KENDBGSMVPQ7

Mailing Address: 501 Delta Ave
Marysville, WA 98270

Physical Address: 501 Delta Ave
Marysville, Washington 98274

Organization Email: kchennault@marysvillewa.gov

Contacts

Project Manager	David Jackson NPDES Coordinator 80 Columbia Ave. Marysville, Washington 98270 Email: djackson@marysvillewa.gov Phone: (360) 363-8100
Billing Contact	Andrew Hougan Financial Analyst 501 Delta Avenue Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Jeff Laycock Public Works Director 80 Columbia Ave Marysville, Washington 98270 Email: jlaycock@marysvillewa.gov Phone: (360) 363-8274

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Stephanie Herbst Project and Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: sher461@ecy.wa.gov Phone: (360) 628-1911
Financial Manager	Stephanie Herbst Project and Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: sher461@ecy.wa.gov Phone: (360) 628-1911

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: ______________________________

Vincent McGowan, P.E. Date
Water Quality
Program Manager

Template Approved to Form by
Attorney General's Office

City of Marysville – Public Works Department

By: ______________________________

Jeff Laycock Date
Public Works Director

Jon Nehring

____

Mayor Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $2,800.00

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
* Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $51,564.00

Task Title: Enhanced Maintenance Plan

Task Description:
The RECIPIENT must ensure the following items are completed and provide associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop and submit a draft and final Enhanced Maintenance Plan (EMP), including an alternatives analysis for ECOLOGY review and comment. Allow 45 calendar days for ECOLOGY review. At minimum, this plan shall include the following elements:

1. Introduction

a. Assessment of waterbodies that receive water from RECIPIENT's MS4. Include information such as pollutants of concern, TMDLs, beneficial uses, etc. Estimate amount of pollutants contributed to the system by RECIPIENT's MS4 and water quality improvement goals for each waterbody.
b. Specify which facilities will be inspected as part of the EMP. Include a list of targeted facilities.
c. Explain why RECIPIENT is exploring enhanced maintenance for pollutant reduction.
d. Summarize differences between the current program and the RECIPIENT's enhanced program.

2. Current Program Description

a. Program goals and how the RECIPIENT determines where to employ existing maintenance resources. The EMP should include a discussion of previous relevant work, including the enhanced Operations and Maintenance Plan for street sweeping (WQC-2019-MaryPW-00213) and the Stormwater Management Action Plan (WQC-2020-MaryPW-00100).
b. Estimate of total cost to implement existing program for targeted facilities. Include labor, training, disposal, equipment maintenance and replacement costs. Note if any costs are currently unfunded.
c. Methods used to determine if the program is meeting the goals described above. If the program is routinely assessed by the RECIPIENT, describe how changes are made to it.
d. Current program implementation. Include location and frequency of current pollutant removal and source control efforts, staff training, equipment maintenance, material disposal process, data collection and tracking methods. Quantify equipment needed to implement the current program for targeted facilities.
e. Estimate of water quality benefits the program provides. Show method used to arrive at this estimate. If insufficient data exists to provide an estimate, identify and describe these gaps.

3. Future Program Description

a. Describe methodology for alternatives analysis, including priorities/goals of the enhanced maintenance program, description of alternatives considered, and criteria used to evaluate alternatives including cost and water quality benefit.
b. Perform alternatives analysis. Identify preferred enhancement alternative(s) and justify selection. Estimate water quality benefits and show method used to arrive at this estimate. Cost estimates should include labor, training, disposal, equipment

acquisition, maintenance and replacement costs, and facility improvements. If the program proposes to purchase equipment, analyze rent or lease versus purchase alternatives to determine the most economical approach.
c. Describe the program's implementation. Identify equipment and facilities needed to realize the program. Include location and frequency of enhanced maintenance efforts, data collection and analysis methods.
d. Explain how frequently the program will be assessed, and the process for adaptive management of the program to ensure goals are achieved.

B. The RECIPIENT will respond to ECOLOGY comments on the draft EMP.

Task Goal Statement:
The RECIPIENT will complete the Enhanced Maintenance Plan and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
Identification of the most effective enhanced maintenance activities that will remove Total Suspended Solids (TSS) and other solids from pollution-generating surfaces from roadways.

Enhanced Maintenance Plan

Deliverables

Number	Description	Due Date
2.1	Draft Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	
2.2	Responses to ECOLOGY Enhanced Maintenance Plan comments. Upload to EAGL and notify ECOLOGY.	
2.3	ECOLOGY Enhanced Maintenance Plan Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
2.4	Final Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $84,516.00

Task Title: Facility Inspections

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop an inspection checklist based on the EMP developed in Task 2. Inspections will include an analysis of whether the facility can be brought current standards with maintenance alone, or whether the facility will need to be rebuilt.

B. The RECIPIENT will inspect the targeted facilities identified in Task 2 in order to determine what steps are necessary to bring these facilities into the RECIPIENT's current facility maintenance program.

C. The RECIPIENT will develop an inspection summary that includes:

a. Which of the targeted facilities have the potential to improve water quality through maintenance alone and what steps are necessary for their enhanced maintenance.
b. Which of the targeted facilities would need to be rebuilt to meet current standards.

Task Goal Statement:
The RECIPIENT will inspect the targeted facilities to determine how best to bring them into the current maintenance program.

Task Expected Outcome:
An actionable list of facilities that have the potential to improve water quality through maintenance, and facilities for which maintenance will have minimal impact.

Facility Inspections

Deliverables

Number	Description	Due Date
3.1	Targeted facility inspection checklist. Upload to EAGL and notify ECOLOGY.	
3.2	Targeted facility inspection summary. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $4,200.00

Task Title: Project Close Out

Task Description:
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

C. The RECIPIENT will use the results of Task 3 inspections to update the EMP developed in Task 2. Include lessons learned from doing the inspections into the EMP.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:
* Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out

Deliverables

Number	**Description**	**Due Date**
4.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	
4.2	Update Final EMP from Task 2 based on inspection results from Task 3. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG240794

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
Funding Effective Date: 07/01/2023
Funding Type: Grant
Funding Expiration Date: 06/30/2026

Funding Source:

Title: SFAP-SFY24

Fund: FD
Type: State
Funding Source %: 100%
Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 15%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	**Task Total**
Grant and Loan Administration	$ 2,800.00
Enhanced Maintenance Plan	$ 51,564.00
Facility Inspections	$ 84,516.00
Project Close Out	$ 4,200.00

Total: $ 143,080.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	$ 21,462.00	$ 121,618.00	$ 143,080.00
Total		**$ 21,462.00**	**$ 121,618.00**	**$ 143,080.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)
SECTION 1: DEFINITIONS
Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:
“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
“Accrued Interest” means the interest incurred as loan funds are disbursed.
“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.
“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.
“Centennial Clean Water Program” means the state program funded from various state sources.
“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.
“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.
“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

quality problem as described in Chapter 173-98-730 WAC.
“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.
“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.
“Effective Date” means the earliest date on which eligible costs may be incurred.
“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.
“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.
“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.
“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.
“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.
“Expiration Date” means the latest date on which eligible costs may be incurred.
“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.
“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.
“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.
“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.
“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.
“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.
“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.
“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)
“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.
"Loan Term" means the repayment period of the loan.
"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
"Manufactured Products" means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concreate; glass, including optical fiber; and lumber.

"Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the Untied States.
"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.
"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.
"Prevailing Wage" means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.
"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
"Project" means the project described in this agreement.
"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.
"Project Schedule" means that schedule for the project specified in the agreement.
"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.
"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"Unique Entity Identity Identifier (UEI)" means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facweb.census.gov/.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean 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. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

character similar in the locality as determined by the Secretary of Labor.
The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at https://sam.gov/.
The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/
K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.
L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:
1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.
A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.
B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTs agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.
Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.
Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.
Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.
T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.
In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

"CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS
a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS
This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY
The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES
RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY’s sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT’s appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
• Submit the QAPP to ECOLOGY for review and approval before the start of the work.
b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW
This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION
ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS
The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY’s satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

AGENDA ITEM NO. 13.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Utility Manager Adam Benton, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Professional Services Agreement with Gray and Osborne, Inc. for the Storm & Surface Water Comprehensive Plan Update
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Gray and Osborne, Inc., in the amount of $349,358.00, for the Storm & Surface Water Comprehensive Plan Update.

SUMMARY:

The Storm and Surface Water Comprehensive Plan was last updated in 2016. An update to the plan is needed to align with the general comprehensive plan and current efforts associated with the water and sewer comprehensive plan updates. The overall goal of the update is to develop a more robust plan that will help to guide decisions relative to the City's storm and surface water system, in order to meet the needs of existing and projected future customers through the build-out planning period. As part of the update, the project team will be planning and identifying capital improvement projects, modeling and analyzing particular drainage areas, assessing the conditions and service life of the existing utility, incorporating guidance from the DOE Stormwater Manual and NPDES requirements, updating standards and related code sections, reviewing operation and maintenance activities and reviewing fees and rates as part of a separate study by others.

On September 19, 2024, the City advertised a Request for Proposals, asking firms to submit written proposals stating their qualifications to provide consultant services associated with the Storm & Surface Water Comprehensive Plan Update. The City received proposals from two (2) firms and selected Gray & Osborne, Inc. and Parametrix to participate in an interview selection process. Interviews were conducted on October 15 and October 21 respectively. Following interviews, the consultant selection committee concluded that Gray & Osborne, Inc. was the most qualified firm for the project.

It is staff's opinion that the negotiated fee of $ 349,358.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach to meet the project schedule. Staff is confident that the City will be well served by Gray & Osborne, Inc. as it relates to this project.

ATTACHMENTS:

__2024-11-08_S&SW Comp Plan Update_Draft PSA.pdf

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GRAY AND 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 and 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 will commence upon last date of signature below and will terminate at midnight on **June 30, 2026**, or on the day final payment is received by the Consultant if before **June 30, 2026**, unless sooner terminated by either party as provided in this Agreement. The parties may extend the term of this Agreement by written 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 Forty Nine Three Hundred Fifty Eight Dollars and Zero Cents** (**$349,358)** 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 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
Adam Benton
501 Delta Avenue
Marysville WA, 98270

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

GRAY AND OSBORNE, INC.
Stacey Clear, P.E.
3710 168th Street 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 ______________________________

CITY OF MARYSVILLE

By ______________________________

Jon Nehring, Mayor

DATED ______________________________

GRAY AND OSBORNE, INC.

By ______________________________

Mike Johnson

Its: President

ATTEST/AUTHENTICATED:

____

Chari Taber, Deputy City Clerk

Approved as to form:

____

Jon Walker, City Attorney

EXHIBIT A

Scope of Services

EXHIBIT A

SCOPE OF WORK

CITY OF MARYSVILLE
STORM AND SURFACE WATER COMPREHENSIVE PLAN

The City of Marysville Storm and Surface Water Comprehensive Plan (Plan) was last updated in 2016, and the City is now seeking professional services to revise and update the Plan and assist with the planning and development of capital projects, operations and maintenance activities and costs, and provide a financial review. The Plan will incorporate guidance for water quantity and quality control contained in the Washington State Department of Ecology's *2019 Stormwater Management Manual for Western Washington.* The organization of the Plan will be as follows.

- Executive Summary
- Chapter 1 – Introduction
- Chapter 2 – Drainage Area Characterization
- Chapter 3 – Stormwater System Analysis
- Chapter 4 – Water Quality
- Chapter 5 – Regulatory (National Pollutant Discharge Elimination System Permit, Standards, and Code)
- Chapter 6 – Operation and Maintenance
- Chapter 7 – Capital Improvement Plan
- Chapter 8 – Financial Review

The estimated cost to do this work is based upon the hours and rates provided in Exhibit B and upon completion of the following identified specific Tasks.

TASK 1 – PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL

Provide overall project management and oversight services to include the following.

A. Procuring sufficient staff resources to dedicate to the project.

B. Managing and controlling the project budget and schedule.

C. Managing and providing monthly Progress Reports and invoices.

D. Coordinating with City staff. Bi-weekly check-in meetings will be held virtually with staff through the compilation of the Draft Document.

E. Conduct periodic (50 percent and 90 percent) quality assurance/quality control reviews of the Plan Documents to check accuracy, completeness, and conformance with project criteria. Provide this review by both project and non-project Engineers, experienced in similar comprehensive plans. Document the review comments and revise the documents to incorporate these comments.

TASK 2 – STORMWATER INFRASTRUCTURE MAPPING

Gray & Osborne will coordinate with the City to update the City's stormwater mapping information (if necessary) by surveying up to 4 days, identified by City staff. This surveyed stormwater information will be incorporated into the City's existing GIS-based stormwater base map. Where public or private information is available, As-built Plans provided by the City will be used to incorporate locations and elevations of stormwater facilities into the mapping if necessary. This Scope assumes two site visits to gather miscellaneous drainage-related information.

Based on readily available topographic information (i.e., LIDAR), rainfall data, soil information, land use, and other associated GIS-based data, delineation of the drainage basins within the City will be verified. In addition, a description and inventory of existing storm water facilities will be prepared based upon available mapping.

Deliverables

1. Updated GIS-based stormwater base map including existing stormwater facilities and drainage basins, including survey information for identified problem areas.

TASK 3 – DRAINAGE AREA CHARACTERIZATION

Gray & Osborne will review City-provided Stormwater Site Plans, existing studies, and reports regarding the physical characteristics of the City that have a bearing on stormwater management policies and facilities. The information will be supplemented with that collected in Task 2 and included within the Drainage Area Characteristics chapter to include the following information,

A. Drainage basins

B. Frequently flooded areas/areas of drainage complaints

C. Waterways and waterbodies

D. Water quality

E. Topography

F. Geology

G. Soils

H. Climate/precipitation data

I. Known critical areas

J. Existing and future land use and zoning

K. Regulatory requirements and ordinance review

Deliverables

1. Drainage Area Characterization (Chapter 2)

TASK 4 – EXISTING DRAINAGE SYSTEM ANALYSIS

Gray & Osborne will conduct a stormwater system analysis of the existing drainage facilities within the City.

Subtask 4.1 – Stormwater Modeling Analysis

Using information from the previous Stormwater Plan, the City's existing GIS data, field surveys, and interviews, Gray & Osborne will work with City staff to identify portions of the drainage network that are not capable of conveying the selected design storm (i.e., 100-year storm). As directed, selected areas shall be analyzed using an event-based (Santa Barbara Urban Hydrograph) hydrologic/hydraulic model, using the XPStorm software program, with the rainfall amount increased by 10 percent to account for climate change. For the purposes of this Task, it is assumed that up to eight specific areas will be modeled. The following specific analyses will be completed.

A. Using inventory information developed in Task 2, Gray & Osborne will prepare a hydrologic/hydraulic model of the existing system for the City-specified areas of interest, up to approximately 12 areas.

B. Gray & Osborne will evaluate the capacity of the existing conveyance systems in the areas of interest to convey peak 100-year storm events (plus 10 percent, due to climate change) under current and future land use conditions. For those areas determined to have inadequate conveyance capacity, recommended conveyance facility upgrades will be identified.

Subtask 4.2 – Condition Assessment

Using existing information within the City's GIS system, as-builts, and a 2007 inventory previously used for a City rate study, Gray & Osborne will provide an assessment of stormwater pipes based on the age of pipe and material. Staff will work with the City to determine a prioritized replacement schedule based on the results of the condition assessment. This Scope assumes that Gray & Osborne staff will "join" the age of approximately half of the City's existing stormwater pipes based upon the 2007 inventory, while the remaining half will be hand-entered, based upon as-built information.

Subtask 4.3 – Underground Injection Control (UIC) Assessment

The City would like to see an assessment of existing UIC systems, per the Washington State Department of Ecology (Ecology) requirements. This Task involves the following.

A. Determine where UICs are, via City GIS information.

B. Review locations of facilities in comparison to groundwater/wellhead protection areas.

C. For all identified UICs, review if the best management practice (BMP) treatment is located prior to, or in the facility (i.e., the sand layer beneath the trench). This will be done by reviewing As-built Plans. This Scope assumes that City staff will also provide any nearby available geotechnical information to assist with the assessment.

D. For those that do not have known treatment systems associated with the UIC and/or do not have appropriate geotechnical information to justify leaving the system as is, Gray & Osborne will work with a Geotechnical Engineer (PanGEO, Inc.) to check the groundwater depth and vadose zone treatment capacity of up to approximately 12 sites, to determine whether the UIC needs to be retrofitted.

E. The UICs that are determined to need retrofitting will be incorporated into the Capital Improvement Plan (CIP).

Subtask 4.4 – North City Development Assessment

In light of recent development activity in the north end, the City has been concerned with development in areas having high groundwater that are adding fill to meet infiltration requirements. Gray & Osborne will assist in assessing these practices and determine the potential for alternative methods of meeting flow control requirements, such as utilizing detention with a stormwater pump.

Deliverables

1. Hydrologic/hydraulic modeling files and figures depicting the areas modeled.

2. Stormwater System Analysis chapter (Chapter 3), including a condition assessment of all known pipes, as well as a UIC retrofitting assessment.

TASK 5 – IDENTIFICATION OF WATER QUALITY PROBLEMS

Subtask 5.1 – General Water Quality Issues

Gray & Osborne will work with staff to identify potential sources of runoff pollution. These sources may include general items such as yard care practices, erosion control practices and enforcement at construction sites, roadways, and outfall erosion, but may also include more specific items such as existing commercial and industrial activities (source control). Prior water quality studies and testing conducted by the State or County for the surface water bodies within the City will be reviewed. Gray & Osborne will distinguish point and non-point sources of pollution.

Gray & Osborne will document the findings regarding runoff pollution to include the following.

A. A discussion of broadly known adverse impacts related to stormwater runoff pollution, including water quality degradation, stream channel destabilization, habitat protection and restoration, and fish habitat modification.

B. Reference current City Ordinances and procedures for the inclusion of stormwater BMPs and water quality preservation measures.

C. A discussion of measures intended to avoid or mitigate identified impacts, including the following.

    1. Facilities to collect, convey, treat, detain, and discharge stormwater runoff.

    2. Stormwater management program activities, such as the following.

        i. Construction site inspection.

        ii. Stormwater permanent facility inspection (both public and private).

        iii. Maintenance, repair, and retrofitting of existing facilities.

        iv. Program administration.

        v. Data management.

        vi. Planning.

    3. Land use and zoning policies and regulations.

    4. Land development regulations.

Subtask 5.2 – Regional Downtown Stormwater Treatment Facility

Gray & Osborne will work with City staff to review areas that currently flow to the new regional stormwater facility near 1st Street, and assess the applicability of the facility to be used for future infill/development purposes within the downtown region. City staff will provide the previous Design Report for the facility which discusses the sizing of the facility. This will then be utilized to aid Gray & Osborne in determining a specific area that can be drawn to accommodate a future treatment area for the purpose of determining a cost per acre for treatment of future development property. Likewise, this area will be assessed for conveyance capacity issues, so that City staff will use the results from this specified basin planning effort to determine what conveyance upgrades may be needed, as redevelopment occurs within the specific delineated downtown area. The final result of the assessment will include an estimated cost per acre for both conveyance and treatment purposes related to any new development or redevelopment within the basin area.

Deliverables

1. Water Quality chapter identifying existing or potential water quality problem areas (Chapter 4).

TASK 6 – IDENTIFY POTENTIAL CONVEYANCE AND WATER QUALITY-RELATED SOLUTIONS

Identify potential structural and non-structural solutions to correct the conveyance system and water quality problems as identified in Tasks 4 and 5, including the following.

A. Propose conveyance facility improvements based on City input, condition assessment, and hydraulic modeling results, including detailed description of the problems, the solutions, and costs.

B. Propose water quality facility improvements, including detailed description of the problems, the solutions, and costs.

Deliverables

1. Stormwater System Analysis (Chapter 3) and Water Quality chapters (Chapter 4).

2. Provide exhibits, pictures, handout materials, etc., for public/council workshops.

TASK 7 – NPDES PHASE II PROGRAM

Gray & Osborne will review the City's NPDES Phase II Permit Program and assess it against the upcoming Permit requirements anticipated to begin August 2024. Elements needing to be addressed will be identified and an estimated effort to complete these elements will be discussed. Many of these will also be addressed throughout the appropriate chapters within the Plan.

Deliverables

1. Chapter 5 – Summary of the NPDES Phase II Program Elements (projected for August 2024).

TASK 8 – REVIEW OF STORMWATER ENGINEERING STANDARDS AND CODES

Subtask 8.1 – Review Stormwater Engineering Standards

Gray & Osborne will review the City's existing stormwater standards for applicability to today's standard practices and compatibility with the City's Municipal Code. For areas of concern, Gray & Osborne will recommend markups/revisions for the City's consideration and will work with staff to prepare a final stormwater chapter. This Scope assumes that the City will provide original AutoCAD details so that Gray & Osborne can revise these drawings and include them in the final product.

Subtask 8.2 – Review Current Stormwater Related-Municipal Code

A review will be conducted of the City's stormwater-related Municipal Code Sections MCC 14.15 through MCC 14.18. Gray & Osborne will review to ensure appropriate measures are being implemented and/or addressed concerning design, development, inspection, and maintenance of stormwater facilities in the City. Any recommendations will be provided in the form of redlined Sections of the Code.

Deliverables

1. Chapter 5 – Summary of Engineering Standards and Code Revisions.
2. Updated Stormwater Chapter of the Engineering Standards.
3. Redlined Code recommendations for MMC 14.15 -14.18.

TASK 9 – OPERATION AND MAINTENANCE PROGRAM

Gray & Osborne will review the current operation and maintenance procedures with staff and provide recommendations as necessary. The following specific Tasks will be completed.

A. Identification of the current level of maintenance and effectiveness of publicly and privately-owned systems through discussions with maintenance personnel.

B. Review/development of a maintenance schedule (including justification for a 4-year facility inspection cycle) and associated costs for performing and/or enhancing public facility maintenance, including the need for additional staff, if necessary.

C. Create an Enhanced Maintenance Plan which will associate baseline maintenance practices against proposed future maintenance activities and how these relate to water quality today, versus in the future, after proposed activities are implemented.

Deliverables

1. Recommended an operation and maintenance program, including staffing and budget.
2. Operation and Maintenance chapter (Chapter 6).
3. Enhanced Maintenance Plan (EMP) to be added as an Appendix.

TASK 10 – CAPITAL IMPROVEMENT PLAN

Subtask 10.1 – Develop Capital Improvement Plan

Based on the improvements recommended in previous Tasks, current projects, and previous Stormwater Management Action Plan (SMAP) recommended projects, Gray & Osborne will propose a schedule and priority of capital improvements for the 10-year and 20-year planning horizon. The priorities will be based upon a ranking system developed jointly by Gray & Osborne and City staff.

Subtask 10.2 – Develop Online Map for Public Input

Gray & Osborne will prepare a GIS-based story map for the City's review, which will show the preliminary CIP projects and allow for the public to provide comments on the potential projects.

Deliverables

1. Capital Improvement Plan (Chapter 7), including recommended structural and non-structural projects, estimated costs, and schedule.

2. A story map showing potential CIPs.

TASK 11 – FINANCIAL REVIEW

Gray & Osborne will work with the City's financial Subconsultant to review the current and expected Stormwater Utility revenue and expenses, to assist the City in developing a 10-Year Plan for funding capital projects and operations and maintenance costs.

Subtask 11.1 – Provide General Facility Charge Assistance

In light of updating a potential stormwater general facility charge, Gray & Osborne will assist the financial Consultant by providing a replacement cost of the stormwater facilities within the City's existing inventory. This information will be based on material and ages, as researched in previous Tasks.

Subtask 11.2 – Incorporate Financial Analysis into Plan

It is assumed that the City will provide a financial Consultant under a separate Contract with current financial information, number of residential, commercial, and industrial equivalent residential units (ERUs), current fund balances, rates, charges, non-rate revenues, expenses, debts, and other information for past years. The utility rate review will include the following.

A. Incorporate the 10-year rate model (cash-based) for the stormwater utility, based on the CIP and operation and maintenance costs.

B. Identify costs for additional staff and equipment.

C. Incorporate the impact to existing rates of the various alternatives for financing the CIP.

D. Provide final recommendations for a percent rate adjustment, if necessary, to adequately fund the utility, and identify grant or loan opportunities to be used in funding the program.

E. Work with the financial Consultant to review methodology and implementation of connection fee charges.

Gray & Osborne will provide a discussion of alternatives available for financing the projects as identified in the CIP.

Deliverables

1. Inventory and associated replacement costs for replacing all existing stormwater utilities.

2. A Financial Plan (Chapter 8) incorporating the financial Consultant's rate model and discussion of potential funding scenarios for capital improvements and utility operation.

TASK 12 – COMPILE SEPA CHECKLIST

Gray & Osborne will compile the planning-level SEPA Checklist and will provide this as an Appendix to the Report.

Deliverables

1. One electronic copy (in pdf and MS Word format) of the SEPA Checklist.

TASK 13 – COMPILE DRAFT STORMWATER PLAN

Gray & Osborne will compile the work performed under Tasks 1 through 10, to develop a Draft Stormwater Plan for review by City staff.

Deliverables

1. One electronic copy (in pdf, GIS, CAD, and other file and formats utilized in the development of the Plan).

TASK 14 – FINALIZE STORMWATER COMPREHENSIVE PLAN

Gray & Osborne will assist the City in preparing presentation materials related to the Draft Plan assuming that City staff will present the Draft to City Council, the Planning Commission, and the public. This work assumes Gray & Osborne staff will be present for one meeting for the Planning Commission and up to two meetings for the City Council/Public. Gray & Osborne will discuss comments received from the public and council with the staff and generate a response. Following receipt of comments from the City, Gray & Osborne will prepare a Final Plan for Council consideration of adoption.

Deliverables

1. One complete version (in pdf format) of the Final Storm and Surface Water Comprehensive Plan. All electronic copies must be included in but not limited to, pdf, GIS, CAD, and other files and formats as utilized in the development of the Plan.

SCHEDULE

We anticipate the following timeframe for completion of the aforementioned Tasks; however, this is subject to the City staff's availability to review documents and provide background information. The following is prepared with the goal of having financial information available by June 2025.

Notice to Proceed	November 26, 2024
Milestone 1 – Regulatory (Chapter 5) and Operations and Maintenance (Chapter 6)	March 31, 2025
City Review of Milestone 1	April 15, 2025
Milestone 2 – Stormwater System Analysis (Chapter 3) and Water Quality (Chapter 4)	April 30, 2025
City Review of Milestone 2	May 15, 2025
Milestone 3 – Capital Improvement Plan (Chapter 7)	May 31, 2025
City Review of Milestone 3	June 15, 2025
Milestone 4 – Introduction (Chapter 1) and Drainage Area Characterization (Chapter 2) Revised With Figures	June 30, 2025
City Review of Milestone 4	July 15, 2025
Milestone 5 – Financial Review (Chapter 8)	July 31, 2025
City Review of Milestone 5	August 15, 2025
Draft Plan	September 15, 2025
City Review of Draft Plan	September 30, 2025
Plan Adoption	October 30, 2025

ASSUMPTIONS FOR CITY RESPONSIBILITIES

This Scope of Work assumes the following.

1. The City will provide pertinent information such as parcels, zoning, land use, base map GIS information, prior stormwater modeling files (if available), record drawings of stormwater improvements, and other stormwater reports completed, etc.

2. The City will provide a map indicating approximately twelve areas for modeling focus and analysis in the Plan.

3. The City will provide complete and timely reviews (2 weeks) of all work submitted.

4. The City will provide the presentations of the Plan to City Council and the Planning Commission, while Gray & Osborne staff will be present to assist with questions if they arise.

EXHIBIT A - (continued)

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Marysville - Storm and Surface Water Comprehensive Plan

Tasks	Project Manager	Project Engineer Hours	Civil Engineer Hours	Engineer-In-Training Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours	Professional Land Surveyor Hours	Field Survey (Two Person) Hours
1 Project Management and Quality Assurance/Quality Control	36	8	32	8			
2 Stormwater Infrastructure Mapping			4		32	16	32
3 Drainage Area Characterization	2		8				
4 Existing Drainage System Analysis							
4.1 Stormwater Modeling Analysis	12	32	40	320	16		
4.2 Condition Assessment	8	4	40	40	16		
4.3 Underground Injection Control Assessment		16	150				
4.4 North City Development Assessment			10				
5 Identification of Water Quality Problems							
5.1 General Water Quality Issues			4				
5.2 Regional Downtown Stormwater Treatment Facility	8		40		4		
6 Identify Potential Conveyance and Water Quality-Related Solutions	24		48		4		
7 NPDES Phase II Program			24				
8 Review of Stormwater Engineering Standards and Codes							
8.1 Review Stormwater Engineering Standards	4		32		32		
8.2 Review Current Stormwater-Related Municipal Code	4		24				
9 Operation and Maintenance Program (Including Enhanced Maintenance Plan)	8		40	120			
10 Capital Improvement Plan							
10.1 Develop Capital Improvement Plan	8		16		8		
10.2 Develop Online Map for Public Input	4		4		32		
11 Financial Review							
11.1 Provide General Facility Charge Assistance	4		4	24			
11.2 Incorporate Financial Analysis into Plan	4		16				
12 Compile SEPA Checklist			2				
13 Compile Draft Stormwater Plan	16		28				
14 Finalize Stormwater Comprehensive Plan	4		32				
Hour Estimate:	146	60	598	512	144	16	32
Fully Burdened Billing Rate Range:*	$148 to $265	$130 to $200	$115 to $190	$105 to $180	$65 to $180	$125 to $208	$200 to $315
Estimated Fully Burdened Billing Rate:*	$235	$200	$170	$160	$160	$208	$300
Fully Burdened Labor Cost:	$34,310	$12,000	$101,660	$81,920	$23,040	$3,328	$9,600

Total Fully Burdened Labor Cost:	$	265,858
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	1,000
Subconsultant:		
Geotechnical (PanGEO, Inc.)	$	75,000
Subconsultant Overhead (10%)	$	7,500
TOTAL ESTIMATED COST:	**$**	**349,358**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

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 ITEM NO. 14.

MARYSVILLE WASHINGTON EST. 1891

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Grant Coordinator Kari Chennault, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Grant Agreement with the Department of Ecology for the Air Quality VW EV Charging Level 2
SUGGESTED ACTION:	Recommended Motion: I move to authorize the mayor to sign and execute the grant agreement with the Department of Ecology.
SUMMARY:	The State of Washington Department of Ecology has selected the City of Marysville as a recipient of up to $40,000 to purchase and install four level 2 charging plugs that meet the equipment specifications of the grant. The city has identified a location northeast of the Civic Center Building along Delta Avenue to install the equipment for public use. There are no match requirements on this funding offer.

ATTACHMENTS:
AQVWLVL2-2025-MaryPW-00219.pdf

Agreement No. AQVWLVL2-2025-MaryPW-00219

AIR QUALITY VW EV CHARGING LEVEL 2: CHARGE WHERE YOU ARE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Marysville - Public Works Department, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Level 2 electric vehicle charging equipment purchase and installation
Total Cost:	$40,000.00
Total Eligible Cost:	$40,000.00
Ecology Share:	$40,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	11/1/2024
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Level 2 electric vehicle charging equipment

Project Short Description:

The City of Marysville will purchase and install four level 2 charging plugs that meet the equipment specifications of the grant. The equipment will be installed in an ADA compatible parking area located within city owned public right-of-way and be available for public use 24/7.

Project Long Description:

The identified project area within the City of Marysville (city) is located in a census tract scoring 9 for median income on the Washington Tracking Network's Social Vulnerability Index and a 10 for unaffordable housing. Many residents of the city don't have access to electric vehicle charging at their place of residence. By installing cost effective public options for electric vehicle (EV) charging, city residents would be afforded the ability to own or lease EV vehicles, thereby fueling the effort to reduce emissions from diesel and gas-powered engines. The same area of the city scores 10 for the PM 2.5 concentration. Advancing EV usage will allow for the measurement of this particulate matter to trend downward.

In 2023, the city constructed a new Civic Center and Jail. The area identified for this new EV infrastructure is fronting this Center. This location has access to a city park, playground, spray park, and public restroom, as well as the Civic Center. In addition, numerous restaurants, a supermarket and shopping center are all within a five-minute walk.

The city has used the approved Sourcewell Cooperative Purchasing Contract to get cost and power availability for equipment meeting the specifications of the grant. The city will purchase and install two Level 2 CoRe+ MAX chargers with dual side-by-side CoRe+ MAX on pedestal with CMS. In addition to the purchase of the chargers, the cost also includes 5 years of performance warranty and 5 years of GMS service.

The city has an in house electrician that was able to provide a professional opinion on the preferred site location and the available power options based on the specification sheet for the CoRe+ MAX charger. The selected site has the available power and would require minimal trenching work in an existing landscaped area. Power availability is on the north side of the Civic Center and empty conduits have been installed that lead east along the building and north under the asphalt access to the parking lot. The only ground disturbance would be approximately 30 feet in an existing landscaped area to install a conduit to carry power to the EV parking location as well as the installation of the pedestals for the charging equipment.

Overall Goal:
· Reduce emissions from transportation in communities susceptible to higher levels of environmental health risk factors

· Increase access across the state to level 2 charging at businesses, multi-unit dwellings, government owned properties, and other places where residents of Washington spend at least 1-4 hours

RECIPIENT INFORMATION

Organization Name: City of Marysville - Public Works Department

Federal Tax ID: 91-6001459
UEI Number: KENDBGSMVPQ7

Mailing Address: 501 Delta Ave
Marysville, WA 98270

Organization Email: kchennault@marysvillewa.gov

Contacts

Project Manager	Kari Chennault Grant Coordinator 501 Delta Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8074
Billing Contact	Andrew Hougan Financial Analyst 501 Delta Avenue Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Kari N Chennault Grant Coordinator 501 Delta Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8074

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
AQVW
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: AQVW
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Mehjabeen Rahman PO Box 47600 Olympia, Washington 98504-7600 Email: mrah461@ecy.wa.gov Phone: (360) 764-6303
Financial Manager	Rose Bennett Contracts & Grants Specialist PO Box 47600 Olympia, Washington 98504-7600 Email: RBEN461@ecy.wa.gov Phone: (360) 819-3456

SCOPE OF WORK

Task Number: 1 **Task Cost:** $40,000.00

Task Title: Purchase and Install Charging Infrastructure

Task Description:
Under this task, the RECIPIENT will purchase and install 4 new level 2 plugs and charging infrastructure to support electric vehicle charging at 501 North Delta, Marysville, WA 98270. This grant will pay for 100% of eligible costs to install the public electric vehicle charging stations, up to a maximum of $10,000 per plug.
Eligible costs must be directly related to the purchase and installation of the level 2 infrastructure. Administrative costs are not eligible for reimbursement under this grant agreement. See page 14 of the grant guidelines for more information.

The RECIPIENT will submit documentation to ECOLOGY of site ownership. If RECIPIENT does not own the site where the charging infrastructure will be installed, RECIPIENT will submit a site-host agreement certifying that RECIPIENT has permission to install and operate charging stations for a minimum of five (5) years on the site.

EV parking spaces must meet the accessibility requirements of the jurisdiction in which the project is located (see more information about the requirements at www.access-board.gov/files/usab-evse-guide.pdf).

ECOLOGY's grants and cultural resource staff will work with the RECIPIENT to comply with State Cultural Resource Review Requirements under Executive Order 21-02. RECIPIENT will complete and submit a Cultural Resources Review form (provided by ECOLOGY). Please allow at least 60 days for completion of the Cultural Resources Review process.
RECIPIENT will complete and submit any deliverables resulting from the Cultural Resources Review process. The deliverable may be an Inadvertent Discovery Plan, a monitoring plan, or an Archaeological Permit.
RECIPIENT may not begin any activities that cause ground disturbance or have the potential to disturb cultural resources until ECOLOGY has completed the review process and determined the RECIPIENT may proceed.

The RECIPIENT must have a standard procurement process and follow current Washington State procurement laws for the solicitation of bids and the selection of vendors and contractors for the performance of any grant-assisted work. Procurement processes apply to both charging equipment and services for construction and installation. RECIPIENT must provide documentation confirming procurement requirements are followed. Documentation for both equipment and services must include:
• method of vendor notification of bid opportunity
• how many bidders were notified
• evaluation summary of bids received
• award letter or notice of contract award
• awarded contractor name, contract number, date contract was executed

Prior to reimbursement, RECIPIENT must submit via EAGL certification that the charging infrastructure has been installed, activated, and is available for use; photos of the charging infrastructure; invoices confirming full payment has been made for the charging infrastructure; photos of signage or pavement markings demonstrating all parking spaces are reserved for EV charging only; and an Equipment Purchase Report for any item costing more than $5,000 (submitted via EAGL). Reimbursement is conditional on receipt of any additional information requested by ECOLOGY to clarify or verify the scope of work, project costs, or compliance with state procurement laws.

Within 30 days of the end of each calendar quarter, the RECIPIENT will submit to ECOLOGY a quarterly Purchase Request/Progress Reports (PRPR) in EAGL.

Task Goal Statement:
The goal of this task is to purchase and install charging infrastructure to support light duty electric vehicle charging.

Task Expected Outcome:
Purchase and install level 2 charging infrastructure.

Purchase and Install Charging Infrastructure

Deliverables

Number	Description	Due Date
1.1	If publicly available, RECIPIENT will register the site on the AFDC charger wayfinding app as “Planned” once grant is executed. RECIPIENT will update information with the AFDC once charging stations are activated and ready for public use.	
1.2	RECIPIENT will submit to ECOLOGY the site-host agreement between the RECIPIENT and the site owner to operate the charging infrastructure for a minimum of five (5) years from the date the equipment is operational and open to the public, if the RECIPIENT does not own the site where the charging infrastructure will be installed. This may be submitted with the quarterly PRPR.	
1.3	Prior to any ground disturbances, the RECIPIENT will submit by email a completed Cultural Resources Review Form. Please allow at least 60 days for completion of the Cultural Resources Review process.	
1.4	Prior to any ground disturbances, the RECIPIENT will submit to ECOLOGY any deliverables required by the Cultural Resources Review findings. This may be included in the quarterly PRPR.	
1.5	RECIPIENT will submit documentation of the procurement process used to procure the new charging infrastructure. This may be included in the quarterly PRPR.	
1.6	RECIPIENT will submit documentation of the procurement process used to procure the services for construction and installation. This may be included in the quarterly PRPR.	
1.7	Prior to reimbursement, RECIPIENT will submit photos of charging stations including all operational plugs; onsite signage indicating Electric Vehicle or Plug-in parking only; and anything else deemed necessary, when the charging infrastructure is installed, activated, and available for use. This may be included in the quarterly PRPR.	
1.8	Prior to reimbursement, RECIPIENT will complete and submit an Equipment Purchase Report (EPR) in EAGL for any item costing more than $5,000.	
1.9	RECIPIENT will complete and submit a Recipient Close-Out Report in EAGL. This must be submitted before ECOLOGY approves the final payment request.	

BUDGET

Funding Distribution EG250125

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: VW EV Level 2 Charging: Charge Where You
Funding Type: Grant
Funding Effective Date: 11/01/2024
Funding Expiration Date: 12/31/2025

Funding Source:

Title: General Fund Private-Local Volkswagen Settlement

Fund: FD

Type: State

Funding Source %: 100%

Description: VW Federal Settlement Funds - Private/Local

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

VW EV Level 2 Charging: Charge Where You Are	Task Total
Purchase and Install Charging Infrastructure	$ 40,000.00

Total: $ 40,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
VW EV Level 2 Charging: Charge Where You Are	0.00 %	$ 0.00	$ 40,000.00	$ 40,000.00
Total		**$ 0.00**	**$ 40,000.00**	**$ 40,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS
a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS
This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY
The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES
RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
• Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT’s obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

AGENDA ITEM NO. 15.

EST. 1891
MARYSVILLE
WASHINGTON

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 25, 2024

SUBMITTED BY: Assistant Police Chief Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Amendment to the First Responder Flex Fund Agreement

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Amendment to the First Responder Flex Fund Agreement.

SUMMARY: In February 2024, the City of Marysville received a grant from the Snohomish County Department of Human Services for First Responder Flex Funds in the amount of $10,295. Due to some transitions within the department's Community Services Unit, it was recognized that the department would most likely not expend the full amount. As a result, the attached agreement returns $3,000 to Snohomish County for re-allocation.

ATTACHMENTS:
First_Responder_Flex-Funds_2024_Amendment.pdf
Original Agreement - First Responder Flex Fund.pdf

SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201
(425) 388-7200

CONTRACT AMENDMENT

1. Contract Number:	2. Amendment Number:	3. This Amendment hereinafter identified as:	4. Amount of Contract Award as Amended:
BH-24-62-08-200	1	BH-24-62-08-200(1)	$7,295

5. Name and Address of Contracting Organization:	6. Title of Project / Service:
City of Marysville 501 Delta Ave Marysville, WA 98270	First Responder Flex Fund
☒ Subrecipient ☐ Contractor	

7. THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS.
The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 8 below by mutual consent of all parties hereto.

8. TERMS OF AMENDMENT. (Indicate the amount of an increase/decrease in contract and new beginning and ending dates, if applicable). The Contract referred to in Item 1 above is revised as follows:

A. Exhibit C is amended to decrease funds by $3,000. The maximum value of this Contract is now $7,295.

B. Exhibit C-1 supersedes Exhibit C.

9. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE CONTRACTING ORGANIZATION:

(Signature) (Date)

(Title)

FOR SNOHOMISH COUNTY:

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

EXHIBIT C -1

CONTRACT BUDGET - COST REIMBURSEMENT

FIRST RESPONDER FLEX FUND

AGENCY NAME: City of Marysville

CONTRACT PERIOD: 1/1/2024 **to** 12/31/2024

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
EHP	1/1/2024 to 12/31/2024	$ 10,295	$ (3,000)	$ 7,295
				-
				-
				-
				-
				-
	TOTAL FUNDS AWARDED:	$ 10,295	$ (3,000)	$ 7,295

MATCHING RESOURCES:

N/A — N/A

TOTAL MATCHING RESOURCES: N/A

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

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT

TOTAL OTHER RESOURCES: $ -

EXPENDITURES

CATEGORY	FUND SOURCE EHP	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	OTHER RESOURCES
Salaries/Wages							$ -	
Benefits							-	
Supplies/Minor Equip.							-	
Prof. Services							-	
Postage							-	
Telephone							-	
Mileage/Fares							-	
Meals							-	
Lodging							-	
Advertising							-	
Leases/Rentals							-	
Insurance							-	
Utilities							-	
Repairs/Maint.							-	
Client Flex Funds							-	
Printing							-	
Dues/Subscrip.							-	
Regis./Tuition							-	
Machinery/Equip.							-	
Administration							-	
Indirect							-	
Miscellaneous							-	
Flex Funds	7,295						7,295	
Misc. Construction							-	
Acquisition							-	
Relocation							-	
							-	
TOTAL	$ 7,295	$ -	$ -	$ -	$ -	$ -	$ 7,295	$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
7,295	Flex Funds	Cost of Flex Funds distributed to First Responders
$ 7,295	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						
					(3000.00)	
					TOTAL:	$0

NOTE: Above figures may reflect rounding

Snohomish County Human Services

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

CONTRACT SPECIFICS

Contract Number: BH-24-62-08-200 **Maximum Contract Amount:** $10,295

Title of Project / Service: First Responder Flex Fund

Start Date: 01/01/2024 **End Date:** 12/31/2024 **Status Determination:** Subrecipient

CONTRACTING ORGANIZATION

Agency Name: City of Marysville

Address: 501 Delta Ave

City, State & Zip: Marysville, WA 98270 **IRS Tax No. / EIN:** 91-6001459

Contact Person: Jim Lawless **Unique Entity Identifier:** KENDBGSMVPQ7

Telephone: 360-363-8310 **Email Address:** jlawless@marysvillewa.gov

FUNDING SPECIFICS

Funding Authority: RCW 36.22.1791 and 43.185c

ALN* No. & Title: N/A

Funding Specifics: Ending Homelessness Program

Funding Source: County **Federal Funding Addendum Attached:** ☐ Yes ☒ No

COUNTY

Program Division	Contact Person	Contact Email	Contact Phone
Behavioral Health	Cleo Harris	cleo.harris@snoco.org	425-388-7423

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

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

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

Specific Terms and Conditions	Attached as Exhibit A
Statement of Work/Project Description	Attached as Exhibit B
Approved Contract Budget	Attached as Exhibit C
Approved Invoice	Attached as Exhibit D

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

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

* ALN is the Assistance Listing Number formerly known as CFDA number for federal funding

FOR THE CONTRACTING ORGANIZATION:

DocuSigned by:
Jon Nehring
A8AE51528DE9478...
(Signature) 3/12/2024 (Date)

Mayor
(Title)

FOR SNOHOMISH COUNTY:

3/12/2024
Mary Jane Brell Vujovic, Director
Department of Human Services (Date)

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

FIRST RESPONDER FLEX FUND

I. DEFINITION OF TERMS

A. Access to Care Standards (ACS): The Division of Behavioral Health and Recovery (DBHR) minimum eligibility requirements for Medicaid adults & Medicaid older adults guidelines reflect the most restrictive eligibility criteria that can be applied, pursuant to RCW 70.96A and 70.96B. North Sound Behavioral Health Administrative Services Organization (BH-ASO) may expand coverage based on availability of local resources.

B. Adjudicated Youth: Refers to a youth who has been determined by a juvenile court judge to have committed a delinquent offense.

C. Advanced Directive: A written document that contains directions and preferences for treatment and care during times an individual is having difficulty communicating or making decisions.

D. Aging Population: Age 65 and older.

E. ASAM: Acronym for American Society of Addiction Medicine.

F. Behavioral Health: The prevention, treatment of, and recovery from substance use disorders, mental health disorders, and/or problem and pathological gambling disorders.

G. Case Management: Assistance to a recipient and family (or significant other) to obtain, maintain, or develop appropriate resources.

H. Child: Refers to an individual under the age of ten (10).

I. Community Outreach and Intervention: Services to link individuals to treatment and other appropriate support services.

J. Complaint: A verbal or written statement by a participant that expresses dissatisfaction with some aspect of services covered under this Agreement, the Primary Care Provider, or Agency.

K. Contingency Management: An evidence-based practice allowing individuals to earn tangible rewards to reinforce positive behaviors such as service attendance, abstaining from drugs and alcohol, and involvement in pro-social activities.

L. Corrective Action/Compliance Review: When findings from monitoring efforts or audits show that there are apparent violations of this Contract, the Agency shall implement corrective action within specified timeframes determined by the County.

M. Corrective Action Plan (CAP): A written plan specifying what a Contractor is required to do to be compliant. This includes required improvements and a timeline for such action(s) to be accomplished.

N. Counselors: Personnel employed by the Agency who meet the criteria as defined in WAC.

O. COVID-19: An infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

P. Cultural Competence: A set of congruent behaviors, attitudes and policies that come together in a system or Agency and enable that system or Agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge, and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.

Q. Cultural Humility: The lifelong practice of being aware and thinking of one's own values, beliefs, own biases, and social position within the context of the present moment and be aware of and sensitive to historic realities like legacies of violence and oppression against certain groups of people.

R. Direct Student Services (DSS): Include, face-to-face sessions with an individual student and/or the student's family to address the student's needs.

S. Department of Social and Health Services (DSHS), or the department, or the Department: DSHS of the State of Washington and its Secretary, officers, employees, and authorized agents.

T. DSM 5: Acronym for the Diagnostic and Statistical Manual of Mental Disorders fifth edition.

U. Evidenced Based Treatment: A program, policy or practice recognized by research that, when applied in treatment, has improved outcomes for clients, participants or communities.

V. Fair Hearing: A grievance hearing before the Washington State Office of Administrative Hearings.

W. Family: Those the individual defines as family or those appointed/assigned (e.g., parents, foster parents, guardians, siblings, caregivers, and significant others).

X. Flex funds: Funds provided through a program that are used to procure goods and/or services directly related to the needs of the participant as outlined in Exhibit B.

Y. GAIN-SS: Acronym for Global Appraisal of Individual Needs Short Screening.

Z. Grievance: An expression of dissatisfaction about any matter. The term is also used to refer to the overall process that includes grievances handled at the NSBHASO level and access to the state fair hearing process. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness, or failure to respect the enrollee's rights.

AA. Hardship Insured: Individuals with insurance who cannot afford to pay insurance deductibles or co-pays.

BB. HCA: Refers to the Health Care Authority.

CC. Healing Organization: An organizational system where staff policies, procedures, services, and treatment models apply an understanding of trauma embedded within them. Their approaches to providing services are trauma-shielding or trauma-reducing.

DD. HIPAA: Acronym for "Health Insurance Portability and Accountability Act." Additional information is outlined in the Business Associate Agreement as referenced on the face sheet of this Contract.

EE. Housing Services: The services or activities designed to assist individuals or families in locating, obtaining, or retaining suitable housing. Component services or activities may include tenant counseling, helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests and assisting individuals and families to understand leases, secure utilities and make moving arrangements.

FF. Independent Peer Review: To assess the quality, appropriateness and efficiency of treatment services provided in the state to individuals under the program involved.

GG. Indirect Student Services (ISS): Include all contact with an individual student's support system.

HH. Individual Treatment: Planned therapeutic or counseling activity provided to a sole eligible individual by one (1) or more counselors.

II. Individual: Previously known as client, consumer, patient, or participant.

JJ. Labor Harmony Requirement: A "No Service Disruption Guarantee" outlined in Exhibit E, as applicable.

KK. Low Income: Participants whose monthly income does not exceed 250% of the national poverty index, or as negotiated in your Contract.

LL. MCO: Acronym for Managed Care Organization.

MM. Mental Disorder: A disorder as defined in RCW 71.34.020(13) for children and RCW 71.05.020(26) for adults.

NN. Mental Health Professional (MHP): Personnel employed by the Agency who meet the criteria as defined in WAC.

OO. NSBHASO: Acronym for "North Sound Behavioral Health Administrative Services Organization."

PP. No Service Disruption Guarantee: An agreement to maintain services and prevent a disruption of service caused by labor unrest. See "Labor Harmony Requirement" above. Additional information is outlined in Exhibit E., Attachment A, as applicable.

QQ. Nurse Family Partnership (NFP): An evidence based, community health program for vulnerable mothers pregnant with their first child.

RR. Outcome: An outcome defines changes that occur as a result of the program's work. Examples include Short Term (a change in learning: awareness, knowledge, skills, motivations); Intermediate (a change in action: behavior, practice, decision-making, policies); Long Term (consequences: social, economic, environmental).

SS. Outpatient Counseling: The provision of substance abuse treatment, mental health treatment and other support services according to a prescribed plan in a non-residential setting.

TT. Output: An output details what the program does and is usually a count of something. Examples include Activities (the actual tasks done such as screenings, assessments, workshops); Participation (who the program serves; customers and stakeholders).

UU. Outreach/Education Services (OES): Training and information sharing to Agency staff and external providers about the Student Support Advocate program not directly related to a particular case management student.

VV. Personal Information: Information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

WW. Quality Assurance: A focus on compliance to minimum requirements (e.g., rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.

XX. Recovery: The processes through which people are able to live, work, learn, and participate fully in their communities.

YY. Referral: A process of directing an Individual to available specialty care or services.

ZZ. Remote Learning: Also referred to as distance learning, gives learners who aren't in a physical location for in-person education access to online training materials.

AAA. RCW: Acronym for "Revised Code of Washington."

BBB. Resiliency: The personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.

CCC. Shall: Compliance is mandatory.

DDD. SHP: Acronym for Supportive Housing Program.

EEE. Substance Use Disorder Professional (SUDP) (formerly CDP): Personnel employed by the Agency who meet the criteria defined in WAC.

FFF. Substance Use Disorder Professional Trainee (SUDPT) (formerly CDPT): Personnel employed by the Agency who meet the criteria defined in WAC.

GGG. Serious Mental Illness (SMI): According to Federal Register Vol. 58, No. 96, May 20, 1993, persons aged 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current DSM, that has resulted in functional impairment which substantially limits one or more major life activities.

HHH. Strengthening Families Program 10-14: Refers to the evidence-based prevention program developed at Iowa State University for families and young adolescents.

III. Student Support Advocate (SSA): Personnel hired by the school district to perform contracted services.

JJJ. Substance Use Disorder (SUD): Acronym for "Substance Use Disorder." This definition replaces the definition for Chemical Dependency.

KKK. Telehealth: The distribution of health-related service and information via electronic information and telecommunication technologies.

LLL. TILT Team: Refers the Trauma-Informed Leadership Team, the selected group of staff dedicated to the advancement of Trauma-Informed Practices in the school or Agency.

MMM. Trauma: Refers to experiences that cause intense physical and psychological stress reactions. It can refer to "a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual's physical, social, emotional, or spiritual well-being.

NNN. Trauma-Informed: A trauma-informed approach to the delivery of behavioral health services includes an understanding of trauma and an awareness of the impact it can have across setting, services, and populations. It involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events, whether acute or chronic. Per SAMHSA, the three key elements of a trauma-informed approach include: realizing the prevalence of trauma; recognizing how trauma affects all individuals involved with the program, organization, or system, including its own workforce; and responding by putting this knowledge into practice.

OOO. Trauma-Informed Care: TIC is a strengths-based service delivery approach "that is grounded in understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. TIC also involves vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of consumer participation in the development, delivery, and evaluation of services.

PPP. Trauma-Informed System: An organizational system which has developed a shared language to define, normalize, and address the impact of trauma on clients and the workforce. The organization operates from a foundational understanding of the nature and impact of trauma.

QQQ. Veteran: A veteran is defined as an individual that has served as a member of the armed forces, active duty or reserves, for at least one day. This will also include service in the National Guard, as well as Merchant Marines in support of US resources in wartime. Veteran status may be verified through self-identification, discharge certificate, or Department of Defense Form DD-214.

RRR. WAC: Acronym for “Washington Administrative Code”.

SSS. WSUE: Refers to Washington State University Extension, a division of Snohomish County Parks & Recreation Department (PRD).

TTT. Youth: Means a person from age ten (10) through age seventeen (17).

II. PERFORMANCE STANDARDS AND LICENSING

A. The Agency shall meet the requirements of WAC, applicable local and state rules, and state and federal statutes. In addition, the Agency shall meet the applicable specific program requirements for licensure and certification to perform contracted services. A copy of the certification shall be submitted to the County upon request.

B. The Agency shall maintain relevant and appropriate licensure by the State of Washington to provide behavioral health and/or community support services. The Agency shall notify the County in writing within five (5) business days of any change in licensure status.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

A. All services provided under this Contract shall meet all standards set forth in current, revised and replaced WAC’s and RCW’s.

B. The Agency shall meet all applicable standards for program operations set forth in WAC and RCW. The Agency shall ensure that WAC and RCW requirements are followed and are adjusted as the WAC and RCW are amended, revised, eliminated or added.

C. The Agency shall operate and adhere to fidelity of the model of services utilized by the Agency and as negotiated with the County.

D. The Agency must have policies and procedures in place to protect and safeguard individually identifiable health information obtained in the course of providing services under this Contract. The Agency shall not disclose an individual's information, directly or indirectly, except to the extent allowed under applicable state or federal laws and regulations. The Agency shall comply with all terms and conditions of Federal Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

E. Staff and volunteers who have access to children or vulnerable adults are required to have a background check per RCW and WAC. A background check is required at the time of employment or commencement of volunteer duties. An Agency shall conduct additional background checks if circumstances arise that cause the Agency concern. The Agency shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.

F. The Agency shall enter data as negotiated with the County. The Agency shall make use of data and specific to the Agency systems or electronic records for the purpose of evaluating and reporting individual and program service outcomes.

G. The Agency shall comply with all terms and conditions of the Business Associate Agreement.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this Contract shall be reimbursed based on the attached Budget (Exhibit C). Services shall be provided per the attached Statement of Work (Exhibit B).

V. REIMBURSEMENT LIMITATION

A. The Agency shall utilize the contracted dollar amount to provide services throughout the duration of this Contract.

B. The Agency shall be responsible for ensuring budget is maintained and that invoices to the County do not exceed the budgeted amount as stated in Exhibit

C, Approved Contract Budget.

C. Utilization of County funding available to this program will be reviewed monthly and the Contract allocation may be reduced and re-allocated at the discretion of the County, where needed if expenditures are not sufficient to fully utilize available funding.

D. The Agency certifies that work to be performed under this Contract will not duplicate any work to be charged against any other contract, subcontract, or source.

VI. REPORTING REQUIREMENTS

The Agency shall submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures as issued by the County. In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Agency or order payment stopped to the Agency in an amount proportional to the data estimated to be outstanding until such time that the data is current.

VII. OTHER REVENUES

Revenues generated by the Agency from other funding sources (e.g. donations, fund-raising) under this program, including fees collected from low-income participants, shall be separately identified and recorded as project income. These funds shall be used exclusively to provide increased levels of service.

VIII. SUBCONTRACTING

A. The Agency is prohibited from subcontracting any funding and/or services contained within this Contract unless otherwise negotiated with the County.

B. All rules, regulations and requirements contained in the Basic Terms and Conditions must be met for all subcontracts executed pursuant to this Contract. All subcontracting arrangements require prior written approval from the County.

IX. RECORDS RETENTION

The Agency shall retain all fiscal and clinical books, records, documents and other materials relevant to this Contract in accordance with WAC.

X. LOCATION AND HOURS OF SERVICE

A. Services provided under this Contract shall be available in Snohomish County for Snohomish County residents.

B. To ensure participants have consistent access to treatment services, the Agency shall minimally maintain business hours from 9:00 AM through 5:00 PM Monday through Friday, excluding recognized holidays or as negotiated with the County. Any reduction in service hours shall be submitted in writing to the County for approval, fifteen (15) calendar days prior to implementation.

C. The Agency shall notify the County within ten (10) days of change in personnel which may affect the faithful execution of this Contract.

XI. ELIGIBILITY

A. County funds shall be the dollar of last resort for billing. The Agency shall determine at time of intake if the individual has medical insurance, including state-sponsored programs providing low-cost health care coverage through private health plans, which covers substance use disorder treatment services. If the individual has medical insurance that covers substance use disorder treatment services, the medical insurance shall be used as the first source of billing to pay for treatment services. The Agency shall ensure that only one source of funding is used at any given time.

B. Termination of a Contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

C. The Agency shall have policies and procedures in place for participant grievances in the case of denial or termination of service or failure to act upon a request for services with reasonable promptness.

XII. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

XIII. INTERAGENCY COORDINATION

A. The Agency shall identify the primary agencies with whom they have regular relationships and whose activities substantially affect the delivery of services under this Contract. The Agency shall negotiate and execute working agreements with these agencies to ensure coordinated services and appropriate referral procedures.

B. Working agreements shall minimally address the following:

1. Program description;

2. Referral procedures and timelines;

3. Release of information procedures;

4. Follow up procedures;

5. Procedures for exchanging information concerning program changes and unavailability of services; and

6. Procedures for problem solving between two (2) agencies.

XIV. EMERGENCY PROCEDURES

The Agency shall have a plan for serving individuals during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those individuals who are most at risk. When services are delivered at the Agency's workplace the plan shall include contact information for high-risk individuals, a list of emergency services, and stores of emergency provisions.

XV. CONTINUING EDUCATION

The Agency shall ensure their staff is effectively trained to implement the services they agree to provide under the terms of this Contract. The Agency is encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

XVI. MEETING PARTICIPATION

The Agency shall ensure they have representation at any County-sponsored trainings or meetings. The County shall notify the Agency a minimum of two (2) weeks prior to the event.

XVII. DEFINITIONS AND TERMS

The Agency shall utilize the definitions and terms in this Exhibit A as applicable throughout this Contract or as negotiated with the County.

EXHIBIT B

STATEMENT OF WORK / PROJECT DESCRIPTION

FIRST RESPONDER FLEX FUND

I. DESCRIPTION

A. The Project shall assist Individuals to remove barriers to housing and/or abate emergency situations through the provision of Flex Fund assistance.

B. The Project shall serve eligible Individuals only. The individuals/families must be experiencing homelessness or at risk of homelessness.

II. PROGRAM ACTIVITIES

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

A. The City shall develop and maintain a process to disburse Flex Funds to First Responders and Co-Responder Social Workers, not to exceed the total amount included in the Approved Project Budget (Exhibit C).

B. First Responders and Co-Responder Social Workers shall access Flex Funds in order to procure goods and/or services directly related to the needs of Individuals, which cannot be met through existing categorical services or formal/informal community mechanisms or for an immediate need in which other mechanisms cannot be accessed in a timely manner. Examples of such purchases may include, but are not limited to: shelter, food (for example: a hot meal or food, beverages, groceries to get by for a few days or until another resource can be accessed), clothing (for example: shoes, coats, socks, underclothes, pants, tops, gloves), medical care, transportation, or other basic needs.

C. Flex Funds are designed to be used by Co-Responders/Social Workers who work with First Responders and by First Responders who may not have a Co-Responder at the time a need is identified. Flex Funds are not intended to be used as a reward or withheld as a punishment. Use of Flex Funds in this manner may lead to a review of this Contract and re-evaluation of this award.

D. Flex Funds shall not be paid directly to the Individuals or used for the purchase of alcohol, tobacco, vaping, products, marijuana products, firearms, ammunition, or other weaponry.

E. The City shall utilize flex funds throughout the duration of this Contract and shall not use these funds at the end of the year to “stock up” in lieu of providing assistance to individuals and families to help end homelessness in real time during the year.

F. The City shall submit supporting documentation for expenses covered by Flex Funds with the Approved Invoice (Exhibit D) for reimbursement.

G. The City shall include receipts for services and purchases with the invoice as supporting documentation.

H. The City shall submit invoices by the tenth (10^{th}) day of the month following flex fund use. Exception: the December invoice must be submitted no later than January 6, 2025.

I. The County will review fund usage throughout this Contract period and may reallocate unutilized funds to cities that are in need of additional funds.

J. Funds allocated to the First Responder Flex Fund are determined on an annual basis based on funding availability and are not guaranteed.

III. REPORTS

The City shall submit a report each quarter providing information regarding the number of individuals assisted, number of assistance activities and a description of at least one individual or family that was able to remove a barrier to housing or abate an emergency situation as a result of the Project. The quarterly narrative shall be submitted with the monthly invoice.

EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
FIRST RESPONDER FLEX FUND

AGENCY NAME: City of Marysville

CONTRACT PERIOD: 1/1/2024 **to** 12/31/2024

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
EHP	1/1/2024 to 12/31/2024	$ 10,295		$ 10,295
				-
				-
				-
				-
				-
	TOTAL FUNDS AWARDED:	$ 10,295	$ -	$ 10,295

MATCHING RESOURCES:

N/A	N/A
TOTAL MATCHING RESOURCES:	N/A

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

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
	TOTAL OTHER RESOURCES:	$ -

EXPENDITURES

CATEGORY	FUND SOURCE EHP	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	OTHER RESOURCES
Salaries/Wages							$ -	
Benefits							-	
Supplies/Minor Equip.							-	
Prof. Services							-	
Postage							-	
Telephone							-	
Mileage/Fares							-	
Meals							-	
Lodging							-	
Advertising							-	
Leases/Rentals							-	
Insurance							-	
Utilities							-	
Repairs/Maint.							-	
Client Flex Funds							-	
Printing							-	
Dues/Subscrip.							-	
Regis./Tuition							-	
Machinery/Equip.							-	
Administration							-	
Indirect							-	
Miscellaneous							-	
Flex Funds	10,295						10,295	
Misc. Construction							-	
Acquisition							-	
Relocation							-	
							-	
TOTAL	$ 10,295	$ -	$ -	$ -	$ -	$ -	$ 10,295	$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
10,295	Flex Funds	Cost of Flex Funds distributed to First Responders
$ 10,295	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						
					TOTAL:	$0

NOTE: Above figures may reflect rounding

Invoice Number: ____________________

INVOICE-Cost Reimbursement Contracts

Snohomish County Human Services Department - 3000 Rockefeller, M/S 305, Everett, WA 98201

Actual: [x] Estimated: [ ]

Contracting City and Address:	Contract #: BH-24-62-08-200
City of Marysville	Project Title: First Responder Flex Fund
501 Delta Ave	Contract Manager: Cleo Harris (425)388-7423 cleo.harris@snoco.org
Marysville,WA 98270	Reporting Period: ____________ To: ____________

AUTHORIZING SIGNATURE: ______________________________ (sign in ink) Date: ____________

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Total Contract Budget	Contract Budget Balance
52	Flex Funds			$ 10,295.00	$ 10,295.00
	TOTALS	$ -	$ -	$ 10,295.00	$ 10,295.00

ATTACH: CONTRACTOR CERTIFICATION FORM

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT
3000 ROCKEFELLER, M/S 305
EVERETT, WA 98201

AGENCY CERTIFICATION FORM

Agency Certification: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise, or services furnished to Snohomish County, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, national origin, handicap, sex, or age.

AUTHORIZING SIGNATURE: ______________________________ DATE: ____________________

Voucher Check #	Vendor	Invoice Refer. #	Description	Total Amount	Charged To: Non-Grant	Charged To: Grant
			Total:	$ -	$ -	$ -

(Use Additional Pages as Necessary)

AGENDA ITEM NO. 16.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	November 25, 2024
SUBMITTED BY:	Chari Taber, Executive
ITEM TYPE:	Mayor's Business
AGENDA SECTION:	**Mayor's Business**
SUBJECT:	December 2, 2024, City Council Work Session Meeting Change
SUGGESTED ACTION:	Recommended Motion: I move to approve changing the December 2, 2024, Work Session to a Special Meeting.
SUMMARY:	It is requested the December 2, 2024, Work Session be changed to a Special Meeting and action will be taken.

ATTACHMENTS: