



**CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 24, 2025 – 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

Public Comment

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

1. January 27, 2025, City Council Meeting Minutes
[CC 01272025.docx](#)
2. February 3, 2025, City Council Work Session Minutes
[WS 02032025.docx](#)
3. February 10, 2025, City Council Meeting Minutes
[CC 02102025.docx](#)

Consent

4. January 24, 2025, Payroll in the Amount of \$1,999,863.27 Paid by EFT Transactions and Check Numbers 35544 through 35555

5. January 24, 2025, Misc Payroll in the Amount of \$48.59 Paid by Check Number 10466
6. February 5, 2025, Claims in the Amount of \$1,459,015.56 Paid by EFT Transactions and Check Numbers 175313 through 175447 with Check Number 174739 Voided [020525.docx](#)
7. February 10, 2025 Payroll in the Amount of \$2,084,537.46 Paid by EFT Transactions and Check Numbers 35557 through 35570
8. February 12, 2025, Claims in the Amount of \$1,390,978.07 Paid by EFT Transactions and Check Numbers 175448 through 175736 with Check Number 175381 Voided [021225.rtf](#)

Review Bids

Public Hearings

New Business

9. Delta Avenue Farmers Market
Recommended Motion: I move to approve the Special Event Permit application for the Farmers Market on Delta Avenue.
[E003 - Preliminary Site Plan - SEP24-005.pdf](#)
[E004 - Certificate of Insurance - SEP24-005.pdf](#)
[E005 - Vendor Map Layout- SEP24-005.pdf](#)
[E006 - Technical Review Comments - SEP24-005.pdf](#)
[E007 - Amended SEP Application - SEP24-005.pdf](#)
[E008 - Technical Review Response - SEP24-005.pdf](#)
[E009 - Notice to Property Owners and Businesses - SEP24-005.pdf](#)
[E010 - Reset Church Parking Agreement - SEP24-005.pdf](#)
[E011 - Correspondence - SEP24-005.pdf](#)
10. Purchase Order - Four (4) 2024 Police Interceptor Utility
Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Peoria Ford in the amount of \$200,964.00 for procurement of four (4) 2024 Police Interceptor Utility vehicles.
[PO Binder.pdf](#)
[2891 - State of Arizona - Agreement - Purchasing Cooperative Agreement.pdf](#)
11. Purchase Order - 2026 Residential Front Load Refuse Truck
Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Dobbs Peterbilt in the amount of \$496,241.19, plus applicable sales tax, for the procurement of a 2026 Residential Front Load Refuse Truck.
[PO Binder_2026 Residential F.Load Refuse Truck.pdf](#)
12. Ecology Grant Agreement WQC-2025-MaryPW-00105 for the Jennings Park Stormwater Facility Design Project

Recommended Motion: I move to authorize the Mayor to sign and execute Ecology Grant Agreement WQC-2025-MaryPW-00105.
[WQC-2025-MaryPW-00105_Final Draft Agreement.pdf](#)

13. Interagency Agreement between the Administrative Office of the Courts and the Marysville Municipal Court

Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement with the Administrative Office of the Courts for pre-trial services grant.

[IAA25671_Everett_and_Marysville_-_Pretrial.docx](#)

14. Supplemental Agreement No. 1 to the Professional Services Agreement with Commonstreet Consulting, LLC for the 88th Street NE Corridor Improvements Project

Recommended Motion: I move to authorize the Mayor to execute and sign the Supplemental Agreement No. 1 to the Professional Services Agreement with Commonstreet Consulting, LLC for the 88th Street NE Corridor Improvements Project.

[Commonstreet Supplemental - Signed by Consultant.pdf](#)

15. Second Amendment to the Management Agreement with Premier

Recommended Motion: I move to authorize the Mayor to sign and execute the amendment for Premier for management services at Cedarcrest Golf Course for 5 years from March 1, 2025, to February 28, 2030.

[Cedarcrest_-_Second_Amendment_2025.pdf](#)

[Premier_Golf_Renewal__002_.pdf](#)

[Premier Golf Centers - Golf Course Management \(1\).pdf](#)

Legal

Mayor's Business

16. Re-appointment of Brooke Hougan and Sharon Kanehan to the Parks Advisory Board.

Recommended Motion: I move to confirm the Parks Advisory Board re-appointments.

[Appointment to Parks Board - Brooke Hougan.doc](#)

[Appointment to Parks Board - Sharon Kanehan.doc](#)

17. Consider cancelling the March 10, 2025, Council meeting and set a special meeting for March 17, 2025

Recommended Motion: I move to cancel the March 10, 2025, meeting and set a special meeting for March 17, 2025

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene**Adjournment**

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: January 27, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 01272025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Regular Meeting

January 27, 2025

Call to Order

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

Invocation

Ryan Brown from LINC NW 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: Chief Scairpon, Communications Manager Connie Mennie, Finance Director Jennifer Ferrer-Santa Ines, Parks & Recreation Director Tara Mizell, IT Director Stephen Doherty, Systems and Database Analyst Will Kaiser, Engineering Services Director Jeff Laycock, City Administrator Jennifer Stapleton, City Attorney Jon Walker, Human Resources Director Megan Hodgson, Community Development Director Haylie Miller (via Zoom), IT Services Supervisor Jeremiah Nyman (via Zoom)

Approval of the Agenda

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

AYES: ALL

Presentations

A. REET Grant Award Presentation

Snohomish County Councilmember Nate Nehring made a presentation regarding a REET grant from Snohomish County. He expressed appreciation to the City for their leadership and for the excellent staff.

Public Comment

Loretta Edson, 98270, stated she is part of the 35th Avenue Community where the 59-unit housing development is planned to be built. She explained that they are a small, unique community with larger plots of land. They only have one way in and out and they are being inundated with development which has put an increased amount of congestion in the area. They feel the new 59-unit development would increase congestion and safety concerns. Additionally, there is a Burger Master planned as well as roundabouts. The residents want their voices heard.

Mayor Nehring also expressed frustration about the situation and reviewed some background on state legislation and required zoning regulations that got them to this point.

Marty McKinney, 98270, also is part of the community. He noted they had an independent review of the traffic study done by KB Home. He expressed concern about the impacts of the train not being included in the City's traffic study. Director Laycock further explained the City's position on this and stated he would get back to him with more information.

Brent Seaman, 98270, expressed concern about the impacts of the railroad not being considered in KB Home's traffic study. He is frustrated about the Hearing Examiner process and with staff's responses to their concerns. He also raised concerns about the application process, zoning regulations, mitigation measures, the traffic study, and the planned four roundabouts, especially the one near Chick-fil-A.

Mike Soderstrom, 98270, retired firefighter, medic, rescue operations, and more, also expressed concerns about the planned development. He was dissatisfied with both KB Home's response and the City's response. He stressed that the residents are fearful for their safety. He wondered how much weight that held. He commented on how much time and money the residents have spent on this issue. He referred to a response from KB Home about concerns about serious situations such as fallen trees, downed power lines, water main breaks, car accidents, fires, etc. Any one of those events could trap them all in there. He has seen it numerous times in the past three years that he has lived there. He shared photos of accidents that have blocked access for residents and also emergency vehicles. The new development would compound and worsen the

situation. The residents will not accept this unsafe situation, and they expect the City to address concerns.

Mayor Nehring thanked everyone for coming out to speak.

Approval of Minutes

1. January 6, 2025, City Council Work Session Minutes

WS 01062025.docx

Councilmember Condyles had two corrections:

- Bottom of page 3 - Mayor Scairpon should be corrected to Chief Scairpon
- Top of page 4 - City Attorney Larson should be corrected to City Attorney Walker

Motion to approve the January 6 Meeting Minutes as amended moved by Councilmember Norton seconded by Councilmember Richards.

AYES: ALL

2. January 13, 2025, City Council Meeting Minutes

CC 01132025.docx

Motion to approve the January 13, 2025, City Council Meeting Minutes moved by Councilmember King seconded by Councilmember James.

AYES: ALL

Consent

3. December 31, 2024 (C), Claims in the Amount of \$2,223,778.05 Paid by EFT Transactions and Check Numbers 174937 through 175073

123124C.rtf

4. January 8, 2025, Claims in the Amount of \$559,336.47 Paid by EFT Transactions and Check Numbers 174741 through 174768

010825.rtf

5. January 9, 2025 (123124B), Claims in the Amount of \$687,634.36 Paid by EFT Transactions and Check Numbers 174769 through 174900

123124B .pdf

6. January 10, 2025 Payroll in the Amount of \$2,055,151.00 Paid by EFT Transactions and Check Numbers 35535 through 35543

7. January 15, 2025, Claims in the Amount of \$338,967.59 Paid by EFT Transactions and Check Numbers 174901 through 174936

[011525.rtf](#)

Motion to approve Consent Agenda items 3, 4, 5, 6 and 7 moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Review Bids

Public Hearings

New Business

8. [Professional Services Agreement with GPS Golf As-Built for the Cedarcrest Golf Course Irrigation Replacement Project.](#)

[PSA.pdf](#)

Director Laycock reviewed this Professional Services Agreement with GPS Golf As-Built.

Motion to authorize the Mayor to sign and execute the Professional Services Agreement with GPS Golf As-Built, for the Cedarcrest Golf Course Irrigation Replacement Project moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring:

- There was a recent governmental affairs meeting with the Tribes to discuss the interlocal agreement. He appreciates both staffs working together on this timely matter. Clarification questions and answers followed.
- He will be delivering the State of the City tomorrow night at City Hall at 6:30 p.m.
- He stated that staff is looking at some changes to plan more substantial work sessions in the near future.

9. [Interlocal Agreement with the Tulalip Tribes for the 156th Street NE Overcrossing Project](#)

[ILA Tulalip Tribes_City of Marysville -- 156th Overcrossing 1.23.2025.pdf](#)

Motion to authorize the Mayor to sign and execute the Interlocal Agreement with the Tulalip Tribes for the 156th Street NE Overcrossing Project moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

Staff Business

City Attorney Walker stated the need for one executive session item to review the performance of public employees. The estimated time was 15 minutes with no action expected.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He thanked everyone who came to provide comments tonight.
- Thanks to County Councilmember Nehring for the presentation tonight of the REET check.
- He reported on the recent Snohomish County Tomorrow meeting where they had an update from PSRC on the draft Regional Safety Plan. There was an update on bills in Olympia that would impact cities and the County. They continued to discuss structural changes to SCT.
- He reported on the passing of Ethel Cage, the wife of the late Ken Cage over the weekend. She will be missed and will have a lasting impact for years to come.

Councilmember James:

- He also thanked residents for coming to share their comments.
- He reported on the Snohomish County Cities meeting on January 16. There were new elections for the next year.
- He commended the cold weather shelter for the great work they have been doing.
- Thanks to County Councilmember Nehring for the presentation tonight.

Councilmember King:

- He attended the Twin Lakes Park ceremony. He is looking forward to seeing that area improved.
- He attended the Marysville Police Department Foundation Banquet. He is proud of Marysville's officers and the work that they do.
- The new traffic signal at Sunnyside Blvd. and 53rd Avenue is under construction. It will be a nice connection, especially for pedestrians.
- He attended the hearing the other night and appreciates what the residents are going through.
- He noted that food bank donations are down, but the number of clients is up.

Council President Stevens thanked the neighbors for their comments and dialogue.

Councilmember Richards:

- He commented that the cold weather shelter also has need of donations.
- He thanked the residents for their comments. He noted that the parking regulations are also out of the City's hands.
- The police awards banquet was great. He appreciates all the work they do.
- He attended the Police Foundation open house last week at the Opera House.
- He attended the LEOFF meeting on January 22.
- He is pleased with the transfer of Twin Lakes Park.
- He also attended the Finance Committee meeting.

Councilmember Muller:

- He thanked the residents for their comments. He noted that the Council shares the concerns regarding these housing issues and will voice them in their upcoming trip to Olympia.
- He asked if there would be a presentation from Premier Golf or the golf course on upcoming projects/excess revenue. Director Mizell explained there are no new projects outside of what was presented with the budget.
- The police awards banquet was well-attended. It was a great event.
- He commented that the cold weather shelter also needs volunteers.

Councilmember Norton:

- She reported on the Public Safety Committee meeting where they reviewed crime numbers which looked pretty good. There has been good progress on police recruitment.
- She reported on the Finance Committee meeting where they reviewed numbers from last year. She gave an update on the General Fund interest.
- She commended police for the wonderful awards ceremony. She expressed appreciation for the police officers. It was great to be there to celebrate their accomplishments and the great work they are doing in the community.
- Snohomish County Cities held elections. Councilmember Condyles was elected to serve on SCT Board and Mayor Nehring was elected to serve on the PSRC board.
- She praised the neighbors for their efforts and expressed tremendous frustration that there is not more the Council can do to help them.

Adjournment/Recess

Council recessed from at 8:15 for fifteen minutes before reconvening at 8:30 p.m. in the Executive Session.

Executive Session

Council entered Executive Session at 8:30 for 15 minutes to discuss one item, reviewing the performance of public employees with no action expected.

- A. Litigation
- B. Personnel – one item RCW 42.30.110(1)(g)
- C. Real Estate

The Executive Session was extended 20 minutes

Reconvene

Council reconvened at 9:05 p.m. and immediately adjourned with no action.

Adjournment

The meeting was adjourned at 9:05 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: February 3, 2025, City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 02032025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Work Session
February 3, 2025**

Call to Order

Mayor Nehring called the work session to order at 7:01 p.m.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: Parks & Recreation Director Tara Mizell, Finance Director Jennifer Ferrer-Santa Ines, Police Chief Erik Scairpon, Network Systems Administrator Chris Brown, IT Director Stephen Doherty, Community Development Director Haylie Miller, City Administrator Jennifer Stapleton, Communications Manager Connie Mennie, City Attorney Jon Walker, Engineering Services Director Jeff Laycock, Planning Manager Chris Holland (via Zoom), Senior Planner Emily Morgan (via Zoom), Scott Allen (via Zoom), Skip Knutsen (via Zoom)

Excused: Councilmember James

Motion to excuse the absence of Councilmember James moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Approval of the Agenda

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

AYES: ALL

Presentations

A. Strategies 360 Legislative Update Presentation

Stephanie Wright, Strategies 360, gave an update from Olympia. She summarized what the group will be looking at with this legislative session. She commented on the operating budget shortfall, a stronger capital budget, and a limited transportation budget. The City will focus on protecting projects and being strategic and careful with asks. She discussed highlights and the status of various projects of interest to Marysville. Mayor Nehring thanked her for her work.

Discussion Items

1. Delta Avenue Farmers Market

E001 - SEP Application - SEP24-005.pdf

E002 - Certificate of Insurance - SEP24-005.pdf

E003 - Preliminary Site Plan - SEP24-005.pdf

E004 - Certificate of Insurance - SEP24-005.pdf

E005 - Vendor Map Layout- SEP24-005.pdf

E006 - Technical Review Comments - SEP24-005.pdf

E007 - Amended SEP Application - SEP24-005.pdf

E008 - Technical Review Response - SEP24-005.pdf

Community Development Director Haylie Miller reviewed plans for this year's proposed Farmers Market. As long as the specified conditions are met the City has no problems with the application.

Councilmember Muller asked if the timing of the sidewalk improvements would impact this. Director Laycock replied that they would not; improvements will likely happen in the fall.

Councilmember King asked about the reason for the change from Friday to Wednesday. Director Miller thought they were just trying a different day to see if they could attract more people.

Councilmember Richards asked about the specific location. Director Miller reviewed the plan. Councilmember Richards asked if stores on 3rd Street are aware and supportive

of this change. Director Miller was not certain, but thought there was some mixed feedback. Councilmember Richards asked if the businesses around the event area were aware that this would be happening. Director Miller said staff could make sure they are aware before it comes back.

Council President Stevens asked how the number of vendors compares to when they were on 3rd Street. Director Miller replied they had a lot less on 3rd Street. Council President Stevens thought this would be an exciting test for the plaza.

Councilmember King noted that one advantage of this change is that it would open up traffic flow on 3rd Street on Friday afternoons.

This will come back the last meeting in February.

2. Update to the Boundary Line Adjustment Code

Master Builders Assoc. Letter

Director Miller reviewed an update to boundary line adjustments (BLAs). She reviewed what BLAs are and how developers have used them to their advantage which results in gaps in development and the infrastructure system. The proposed code is intended to prevent using BLAs to avoid making public improvements. She reviewed illustrative examples of this and suggested language.

Councilmember King asked about the 50/50 sidewalk improvement plan. Director Laycock explained that the program is not currently being implemented or funded, but it is still in the code. Most sidewalk funds have been utilized for other projects. Councilmember Richards asked if it could happen in the future with TBD funds. Director Laycock thought it could be if they planned for it.

Councilmember Norton asked about the concern that had been raised about the legality of this. Director Miller explained that the City had not responded yet to the MBA letter. Generally, the City thinks the proposed code would have good standing and would go through it to make sure it meets all the requirements. Cities of Everett, Anacortes, and Bellingham have made similar code amendments. She is connecting with them to see if they have had legal challenges. Councilmember Norton spoke in support of having the Planning Commission look at this further.

Councilmember Condyles also was in support of the proposed language and moving this forward to the Planning Commission. He asked City Attorney Walker about a ruling mentioned in the letter. City Attorney Walker summarized the ruling. Director Miller suggested they could leave "major" and "minor" language out of the proposed code entirely.

Councilmember Muller noted that doing a BLA doesn't create an obligation to do frontage improvements. What they are trying to do is avoid an exemption on a parcel

that was adjusted in the BLA process. He pointed out that BLAs have a purpose beyond subdivision, and they don't want to take that away.

There was consensus to forward this to the Planning Commission.

3. [Identifying Specific Street Improvements Required for Further Development](#)

[RCW 35.72.pdf](#)

[MMC 22D.010.050.pdf](#)

[Ordinance - 172nd Required Traffic Improvements.pdf](#)

City Attorney Walker discussed the idea of allowing first-in developers who are responsible for major improvements to apply for recovery costs from future developers. He referred to a proposed draft ordinance in the packet which would clarify this. Staff will bring this back next week.

4. [Recreational Vehicle Parking](#)

[RV code provisions.pdf](#)

[Recreational Vehicle Ordinance discussion draft.pdf](#)

City Attorney Walker discussed some concerns about the current conflicting code provisions related to RV parking. Chief Scairpon further elaborated on issues the police department has with RV parking in the community. He discussed the need to clean up the code to clarify things for the community and for police officers.

Councilmember Muller commented that it is important to clean up the city, but noted they have not been enforcing the *no overnight* clause as it is. City Attorney Walker explained that the issue for police right now is that there are conflicting code provisions that need to be clarified. Councilmember Muller expressed support for eliminating the camping code.

Council President Stevens did not think RVs should be parked overnight on the public right-of-way at all.

Councilmember Condyles concurred with previous comments. He asked about overnight parking in private parking lots. City Attorney Walker explained that private property is a different matter. Police work with private property owners when there are nuisance issues. Councilmember Condyles concurred with eliminating the camping code.

Councilmember King agreed with previous comments. He asked what would happen to vehicles that remain parked on the streets. Chief Scairpon replied that they would be impounded.

Councilmember Muller suggested looking at a vehicle length provision (construction vehicles, trailers, etc.) rather than just RV parking because there are a lot of other vehicles that become a nuisance. Chief Scairpon indicated they could look into that but noted that the police don't receive calls from people concerned about those sort of vehicles.

There was support for doing away with the camping code; RV parking on private property would still be allowed. There was discussion about the difference between sanitation concerns and size concerns. Staff will bring this back for another workshop.

Councilmember Norton commented that she is supportive of this but cautioned that HB 1240, if approved, could prove problematic in some of these parking enforcement situations.

Mayor's Business

Mayor Nehring said he appreciated giving the State of City address multiple times last week. He reported that Marysville's Olympia Day is planned.

Staff Business

Director Miller gave an update on the fence pilot project. Education efforts appear to have been successful. Staff is proposing a similar approach with education through 2025 and re-evaluation at the end of the year.

Chief Scairpon reported that he and Asst. Chief Jim Lawless would be heading to Olympia for Law Enforcement Day on the Hill. He reviewed topics they would be addressing including recruitment funding for new law enforcement officers; juvenile access to attorneys; and aviation support.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He reported on the Economic Development Committee (EDC) meeting where they discussed how to spend the Public Art Fund. They also received an update on the waterfront and downtown development projects.
- He attended the Mayor's State of the City at City Hall last week. It was very well attended, and there were a lot of thoughtful questions.
- Thanks to Director Miller for the fence program. He has enjoyed seeing the new fences pop up. He thinks a lot of the problem areas have been addressed.

Councilmember King:

- He also attended the Mayor's State of the City last week both online and in person.

- He reported on the Public Works Committee meeting last week. They had a review of 2024 including a new route management system for garbage pickup which has been very successful. They discussed a facilities work order system being implemented; ongoing homeless encampment cleanup; project construction updates; and a group that has been visiting city halls.
- Strawberry Festival Royalty judging will happen tomorrow night at the Opera House. This a great bunch of kids.

Council President Stevens:

- It was a great report from Strategies 360. He is optimistic. He looks forward to watching these progress through the State.
- He appreciates the discussion they had tonight around the various items.

Councilmember Richards:

- He appreciated the substantial information tonight.
- He also attended the Mayor's State of the City last week.
- He attended the Public Works Committee meeting.
- He used the My Marysville app to report a down street sign over the weekend and was pleased with the response.

Councilmember Muller:

- He also attended the EDC meeting tonight.
- He noted that the Opera House and Cedarcrest both made it to the Herald's Best of Snohomish County list.

Councilmember Norton:

- She attended the Mayor's State of the City last week at the Chamber; he did a great job as usual.
- She is looking forward to going to Olympia with the rest of Council later this week. She is hopeful that they will be successful and get funding for some projects.

Adjournment

Motion to adjourn the meeting at 8:22 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: February 10, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 02102025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
February 10, 2025**

Call to Order

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

Invocation

Pastor Meredith Gudger-Raines of Marysville United Methodist Church 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: Chief Scairpon, Engineering Services Director Jeff Laycock, Communications Manager Connie Mennie, IT Director Stephen Doherty, City Administrator Jennifer Stapleton, City Attorney Jon Walker, Community Development Director Haylie Miller

Approval of the Agenda

Item 2 was removed from the Consent Agenda.

Motion to approve the agenda with the removal of item 2 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Presentations

Public Comment

David Russell, 1604 7th Street, Marysville, WA 98270 urged the Council to stand against President Trump and his agenda.

Glenice McKeon, 3723 97th Place NE, Marysville, WA 98270, said she was disappointed by the ruling of the Hearing Examiner regarding the planned Stevens development at 35th Avenue NW, 98th Street NE, and 100th Street NE. She urged the Council to reconsider the planned development in her area. She cited concerns related to the traffic pattern on 35th with only one way in and one way out; the safety of the current 150+ homes in there; potential contamination of wells; and impacts to the water levels. She believes the current planned development does not follow guidelines set forth in the Housing Element of the Comprehensive Plan and expressed concern about the higher density housing in Marysville.

Mike Soderstrom, 10117 35th Drive NE, President, 35th Avenue Community Action Group, reiterated concerns for the safety of the neighborhood. He is not satisfied with the City's response to their concerns about access issues to their community in the event of an emergency.

Approval of Minutes

Consent

1. January 22, 2025, Claims in the Amount of \$427,265.52 Paid by EFT Transactions and Check Numbers 175074 through 175186 with Check Numbers 174272, 174466 and 174924 Voided

012225.rtf

Motion to approve Consent Agenda item 1 moved by Councilmember Condyles seconded by Councilmember King.

AYES: ALL

Review Bids

Public Hearings

3. [An Ordinance Vacating a 20-Foot-Wide Portion of Unopened Alley Right-of-Way Occupying a Portion of Block 6 of SW Sisco's Addition to the Town of Marysville, as per Plat Recorded in Volume 2 of Plats, Page 37 and Corrected Plat Recorded in Volume 6 of Plats, Page 37, Records of Snohomish County. Specifically, the Alley of Block 6 Lying East of Cedar St. and West of the Burlington Northern Right-of-Way](#)

[05 Matheus Vacation Ordinance.docx](#)

[01 Matheus Petition \(Revised\).pdf](#)

[02 Matheus Vicinity Map.pdf](#)

[03 Matheus Exhibits.pdf](#)

[04 Matheus Appraisal.pdf](#)

[06 Matheus Alley - Public Notice.pdf](#)

[R-2564 - Establishing February 10, 2025, as the Date a Public Hearing to Consider the Vacation of an Unopened Alleyway Adjacent .pdf](#)

Director Laycock reviewed this item. There were no comments or questions.

Public comments were solicited. Seeing none, the public hearing was closed.

Motion to adopt Ordinance No. 3340 moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

New Business

4. [A Resolution authorizing the investment of City funds in the Local Government Investment Pool](#)

[Resolution_-_LGIP_Fund_Authorization_2025.pdf](#)

[LGIP Authorization Form 2025 Completed.pdf](#)

[LGIP Money Market Fund - Prospectus 2025.pdf](#)

City Administrator Stapleton reviewed this item.

Motion to adopt Resolution No. 2565 moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

5. [An Ordinance Affirming the Recommendation of the Hearing Examiner for the Lakewood Heights Subdivision and Rezoning Approximately 1.38 Acres from Mixed Use to R-6.5 Single Family, High Density \(R-6.5\), and 1.64 Acres from R-6.5 to Mixed Use and Amending the Official Zoning Map of the City.](#)

[Ord. Lakewood Heights Rezone.pdf](#)

Director Miller reviewed this item related to the Hearing Examiner's decision for the Lakewood Heights Subdivision and Rezone. She summarized the project and stated that staff is requesting that the City Council affirm the decision of the Hearing Examiner.

Motion to adopt Ordinance No. 3341 moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

6. [An Ordinance Establishing a Residential Density Incentive Fund](#)

[Ordinance - RDI Fund Codification.pdf](#)

City Administrator Stapleton reviewed this item which would establish an RDI fund outside of the General Fund so they can be tracked separately for capital projects.

Councilmember Muller asked about the driver for this. City Administrator Stapleton explained that it would make tracking and reporting easier. It is a best practice to have restricted funds separated.

Councilmember Condyles asked if any of this money has been spent on capital improvements to date. City Administrator Stapleton affirmed that it has. She noted that the funds must be used on capital projects identified in the CIP.

Motion to adopt Ordinance No. 3342 moved by Councilmember King seconded by Councilmember Condyles.

AYES: ALL

7. [Snohomish County Human Services First Responder Flex Fund](#)

[Proposed Contract - First Responder Flex Fund.pdf](#)

Chief Scairpon reviewed this item related to the Snohomish County Human Services First Responder Flex Fund. This would allow the City to receive those funds from the County.

Motion to authorize the Mayor to sign and accept the 2025 Snohomish County Human Services First Responder Flex Fund Grant in the amount of \$10,295 moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

8. [Washington Utilities and Transportation Commission Grant Acceptance](#)

[Project_Agreement_Grade_Crossing_Protective_Fund.pdf](#)

[Washington_Utillities_And_Transportation_Commission.pdf](#)

Chief Scairpon reviewed this item accepting a grant from the Utilities and Transportation Commission to pay for a drone to help monitor crossings for compliance and increase railroad safety in the community.

Councilmember King asked if the drone could be used for other things as well. Chief Scairpon explained it would mainly be used to enforce safety compliance around railroad crossings, but it would not be restricted just for this use. He also explained how the drone operator would direct other resources on the ground to address safety situations.

Councilmember Muller asked if this was compatible with the City's other drones. Chief Scairpon explained it would fit within their existing infrastructure. Councilmember Muller asked about the privacy aspect of retained footage. Chief Scairpon reviewed this, noting it would be saved just as any other drone footage right now. If it is unused footage, it would only be retained for the standard timeline.

Motion to authorize the Mayor to sign and accept the grant funds awarded by the Washington Utilities and Transportation Commission (UTC) from the Grade Crossing Protective Fund in the amount of \$12,067.69 moved by Councilmember Norton seconded by Councilmember Richards.

AYES: ALL

9. [Project Acceptance for the State Avenue "Phase II" Corridor Improvement Project, 104th Street NE to 116th Street NE](#)

[Notice of Physical Completion.pdf](#)

Director Laycock reviewed this item related to Phase II of the State Avenue corridor improvement. He was very pleased to mark the end of this project.

Motion to authorize the Mayor to accept the State Avenue "Phase II" Corridor Improvement Project, starting the 60-day lien filing period for project closeout moved by Council President Stevens seconded by Councilmember James.

AYES: ALL

10. [An Ordinance Specifically Identifying Required Improvements on the 172nd Street NE Corridor](#)

[Ordinance - 172nd Required Traffic Improvements Final.pdf](#)

City Attorney Walker noted this item had been workshopped last week.

Motion to adopt Ordinance No. 3343 moved by Councilmember Norton seconded by Council President Stevens.

AYES: ALL

11. [Public Art Projects](#)

[O-3282 Amending the 2023-2024 Biennial Budget and Providing for Increase of Certain Expenditure Items.pdf](#)

[O-3276 Regarding Funding Public Art and Local Artists.pdf](#)

[Art Discussion February 2025.pdf](#)

Director Mizell presented the Economic Development Committee's recommendation of eight traffic wraps and 66 flag banners to be used by public art funds.

Councilmember Condyles was excited to use the money for this public art project. They have received a lot of good feedback about the signal wraps. Councilmember Norton's idea about the 4th of July banners will also be a nice addition to State Avenue during the summertime.

Motion to approve the covering of eight traffic wraps at a cost of \$56,312 and 66 flag banners costing \$9,495 using public art funds moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

Legal

Mayor's Business

[12. Appointment of John Ray to the Planning Commission](#)

[John Ray - Appointment to Planning Commission.pdf](#)

Mayor Nehring thanked Zebo Zhu for his work on the Planning Commission and requested the confirmation of his appointment of John Ray to the Planning Commission.

Motion to approve the appointment of John Ray to the Planning Commission moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Mayor Nehring reported that the City had legislative days in Olympia last Wednesday. He thanked councilmembers for their work on the legislative agenda. Overall, the response was very positive, but budgets are tight this year. He thanked staff for their excellent work in submitting information. The City will continue to closely monitor the situation.

Staff Business

City Attorney Walker stated the need for an Executive Session to cover two items related to pending litigation with action expected for 5 minutes.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He agreed that the legislative day in Olympia was very impactful.
- SB 5184 would change the parking requirements and in some cases only allow the City to require one parking spot per dwelling unit.
- He thanked Zebo Zhu for his time on the Planning Commission. Welcome to John Ray.

Councilmember James thanked Planning Commissioner Zebo Zhu and welcomed John Ray.

Councilmember King:

- He thinks the drone will be a good investment for rail safety.
- Last Tuesday was the Strawberry Festival royalty judging. Everyone did a fine job.

Council President Steven said he attended the Father-Daughter dance at Cedarcrest Middle School. It is a great event, and its longevity is a testament to the community.

Councilmember Richards:

- He commended Streets for doing a great job last week during the snow event. He also commended garbage for getting out during the event.
- He responded to the residents who commented regarding the development on 35th. He sympathized with their concerns but noted that the City's hands are tied.

Councilmember Muller:

- He also commended Streets for the great job they did last week.
- Olympia was awesome. He appreciates that they are so welcoming and respectful.
- He asked about the status of a house on 92nd Street with a cyclone fence and graffiti. Chief Scairpon said Code Enforcement would take a look at it and get back to Council.
- He will be gone the 4th week of the month.

Councilmember Norton:

- She appreciated the opportunity to go to Olympia. She hopes they are able to get funding for some of the important projects for the City.
- She referred to another impactful bill; HB 1175 would allow small cafes and convenience stores to be placed in residential areas. This is another bill to watch.

Adjournment/Recess

Council recessed at 7:53 for a nine minute break before reconvening at 8:02 p.m. in the Executive Session.

Executive Session

Council entered into Executive Session at 8:02 for five to discuss two pending litigation items with action expected.

- A. Litigation – two items, RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Reconvene

The regular meeting was reconvened at 8:07 p.m.

Motion to sign and execute the settlement agreement with Hanson Sister LLC and Smokey Point Apartments moved by Councilmember Muller and seconded by Councilmember Condyles.

AYES: ALL

Motion to sign and execute the settlement agreement with Marysville 172nd and Smokey Point Apartments moved by Councilmember Norton and seconded by Councilmember Muller.

AYES: ALL

Adjournment

Motion to adjourn moved by Councilmember Richards seconded by Councilmember Norton

The meeting was adjourned at 8:09 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Senior Accounting Technician Karen Kussy, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: January 24, 2025, Payroll in the Amount of \$1,999,863.27 Paid by EFT Transactions and Check Numbers 35544 though 35555

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: January 24, 2025, Misc Payroll in the Amount of \$48.59 Paid by Check Number 10466

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: February 5, 2025, Claims in the Amount of \$1,459,015.56 Paid by EFT Transactions and Check Numbers 175313 through 175447 with Check Number 174739 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[020525.docx](#)

DATE: 2/6/2025
TIME: 6:38:20AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/5/25 TO 2/5/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	POLICE TRAINING-FIREARMS	-630.00
	PCARD ONE TIME PAY	REFUND OFFICE SUPPLIES	MAINT OF GENL PLANT	-159.29
	PCARD ONE TIME PAY	RETURNED OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	-38.60
	PCARD ONE TIME PAY	AMAZON WEB SERVICES	COMPUTER SERVICES	1.26
	PCARD ONE TIME PAY	CC TRANS FEE	PARK & RECREATION FAC	1.35
	PCARD ONE TIME PAY	CC FEE	PARK & RECREATION FAC	1.50
	PCARD ONE TIME PAY	CC TRANS FEE	WATER DIST MAINS	1.50
	PCARD ONE TIME PAY		WASTEWATER TREATMENT PLNT	1.50
	PCARD ONE TIME PAY		PARK & RECREATION FAC	1.50
	PCARD ONE TIME PAY		PARK & RECREATION FAC	1.50
	PCARD ONE TIME PAY	CC TRANSACTION FEE	PARK & RECREATION FAC	1.50
	PCARD ONE TIME PAY	SENIOR COFFEE	RECREATION SERVICES	2.29
	PCARD ONE TIME PAY	PARKING GARAGE FEE	PARK & RECREATION FAC	3.00
	PCARD ONE TIME PAY	ELECTRICAL SUPPLIES	PARK & RECREATION FAC	3.83
	PCARD ONE TIME PAY	WEDDING SHOW SUPPLIES	OPERA HOUSE	4.29
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	4.70
	PCARD ONE TIME PAY	GOVERNMENT SERVICES	TRAFFIC UNIT	5.00
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	6.00
	PCARD ONE TIME PAY	GOVERNMENT SERVICES-	LEGAL - PROSECUTION	6.23
	PCARD ONE TIME PAY	CC FEE	WASTEWATER TREATMENT PLNT	6.40
	PCARD ONE TIME PAY	CC TRANS FEE	WASTEWATER TREATMENT PLNT	6.40
	PCARD ONE TIME PAY	NOTICE OF APPLICATION PUBLISHING	COMMUNITY DEVELOPMENT-GENL	6.75
	PCARD ONE TIME PAY	NOTICE OF APPLICATION PUBLISHING	COMMUNITY DEVELOPMENT-GENL	6.90
	PCARD ONE TIME PAY	SCC DINNER - STAPLETON	EXECUTIVE ADMIN	7.18
	PCARD ONE TIME PAY	ARTIST'S SUPPLY AND CRAFT SHOP	POLICE ADMINISTRATION	7.65
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	7.65
	PCARD ONE TIME PAY		LEGAL-GENL	7.65
	PCARD ONE TIME PAY	PENCIL SHARPENERS	RECREATION SERVICES	8.30
	PCARD ONE TIME PAY	ITEMS FOR COCOA	COMMUNITY DEVELOPMENT-GENL	8.98
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	9.00
	PCARD ONE TIME PAY	SENIOR COFFEE SUPPLIES	RECREATION SERVICES	9.27
	PCARD ONE TIME PAY	POSTAGE STAMPS	POLICE PATROL	9.75
	PCARD ONE TIME PAY	HYDRANT MAINT.	HYDRANTS	9.84
	PCARD ONE TIME PAY	NAME TAGS	COMMUNITY DEVELOPMENT-GENL	9.84
	PCARD ONE TIME PAY	BUSINESS SERVICES	LEGAL - PROSECUTION	9.86
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	10.25
	PCARD ONE TIME PAY	DRUG STORES & PHARMACIES	POLICE ADMINISTRATION	10.59
	PCARD ONE TIME PAY	POSTAGE STAMPS	POLICE PATROL	10.65
	PCARD ONE TIME PAY	VARIETY STORES	POLICE INVESTIGATION	10.92
	PCARD ONE TIME PAY	CALENDAR FOR TABER	CITY CLERK	10.93
	PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	11.15
	PCARD ONE TIME PAY	SIGN INSTALLATION	PARK & RECREATION FAC	11.75
	PCARD ONE TIME PAY	GOVERNMENT SERVICES	LEGAL - PROSECUTION	11.95
	PCARD ONE TIME PAY	HYDRANT MAINT.	HYDRANTS	12.02
	PCARD ONE TIME PAY	MUSIC - AMAZON	RECREATION SERVICES	12.02
	PCARD ONE TIME PAY	VEHICLE EMBLEM	PARK & RECREATION FAC	12.02
	PCARD ONE TIME PAY	NOTICE OF APPLICATION PUBLISHING	COMMUNITY DEVELOPMENT-GENL	12.27
	PCARD ONE TIME PAY	COURIER SERVICES	GMA - STREET	12.41
	PCARD ONE TIME PAY	DRUG STORES & PHARMACIES	POLICE ADMINISTRATION	13.35
	PCARD ONE TIME PAY	VARIETY STORES	POLICE ADMINISTRATION	13.39
	PCARD ONE TIME PAY	BRIDGE REPAIR	PARK & RECREATION FAC	13.92
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	GMA - STREET	14.18
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	14.21
	PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	14.73
	PCARD ONE TIME PAY	NOTE PADS	UTIL ADMIN	15.25
	PCARD ONE TIME PAY	2025 WALL CALENDAR	UTIL ADMIN	15.48
	PCARD ONE TIME PAY	SHELVES	POLICE PATROL	16.62
	PCARD ONE TIME PAY	LUMBER & BUILDING MATERIAL	POLICE ADMINISTRATION	16.94
	PCARD ONE TIME PAY	GRADUATION SUPPLIES	MUNICIPAL COURTS	17.06
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	17.36
	PCARD ONE TIME PAY	2025 WALL CALENDAR	UTIL ADMIN	17.48
	PCARD ONE TIME PAY	DOCUMENT SHREDDING SERVICES	UTIL ADMIN	17.49

DATE: 2/6/2025
TIME: 6:38:20AM

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PCARD ONE TIME PAY	2025 WALL CALENDAR	UTIL ADMIN	18.31
	PCARD ONE TIME PAY	TEEN NIGHT SUPPLIES	RECREATION SERVICES	18.45
	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	18.59
	PCARD ONE TIME PAY	2025 WALL CALENDAR	UTIL ADMIN	18.60
	PCARD ONE TIME PAY	DOCUMENT SHREDDING SERVICES	ENGR-GENL	19.17
	PCARD ONE TIME PAY		EXECUTIVE ADMIN	19.17
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	19.17
	PCARD ONE TIME PAY		COMMUNITY DEVELOPMENT-GENL	19.17
	PCARD ONE TIME PAY		UTILITY BILLING	19.17
	PCARD ONE TIME PAY	CONCRETE MIX- PARKS	PARK & RECREATION FAC	19.25
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	19.68
	PCARD ONE TIME PAY	DIGITAL SUBSCRIPTION	EXECUTIVE ADMIN	19.96
	PCARD ONE TIME PAY	BUSINESS SERVICES	POLICE INVESTIGATION	20.00
	PCARD ONE TIME PAY	MEN'S RESTROOM	MAINT OF GENL PLANT	20.15
	PCARD ONE TIME PAY	FOOD	PERSONNEL ADMINISTRATION	20.72
	PCARD ONE TIME PAY	SELF INKING STAMPS	UTIL ADMIN	21.28
	PCARD ONE TIME PAY	WEDDING SHOW SUPPLIES	OPERA HOUSE	21.86
	PCARD ONE TIME PAY	COMPUTER SOFTWARE STORES	POLICE INVESTIGATION	21.87
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	22.06
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	22.75
	PCARD ONE TIME PAY	TRASH CAN INSTALLATION	PARK & RECREATION FAC	22.96
	PCARD ONE TIME PAY	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	23.79
	PCARD ONE TIME PAY	CONCRETE MIX PARKS	PARK & RECREATION FAC	24.07
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	24.34
	PCARD ONE TIME PAY	FACILITIES TOOLS	FACILITY MAINTENANCE	24.48
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	24.53
	PCARD ONE TIME PAY		POLICE INVESTIGATION	24.57
	PCARD ONE TIME PAY	MEMBRANE REPLACEMENT	WATER FILTRATION PLANT	24.67
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	OFFICE OPERATIONS	25.00
	PCARD ONE TIME PAY	BATTERIES FOR TEEN NIGHT	RECREATION SERVICES	26.25
	PCARD ONE TIME PAY	TRANSLATION SERVICES	COMMUNITY DEVELOPMENT	26.46
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PARK & RECREATION FAC	26.68
	PCARD ONE TIME PAY	CRIBBAGE SUPPLIES	RECREATION SERVICES	27.00
	PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE ADMINISTRATION	27.56
	PCARD ONE TIME PAY	MINUTES TAKING COURSE	PERSONNEL ADMINISTRATION	27.61
	PCARD ONE TIME PAY	STILLY WTP	WATER FILTRATION PLANT	28.90
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	28.93
	PCARD ONE TIME PAY	BALANCE FOR PERMIT #80	RECREATION SERVICES	30.00
	PCARD ONE TIME PAY	TRAINING - ROTH	PARK & RECREATION FAC	30.00
	PCARD ONE TIME PAY	WSU TRAINING - ROTH	PARK & RECREATION FAC	30.00
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	30.61
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	LEGAL-GENL	31.20
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	LEGAL - PROSECUTION	31.20
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	31.20
	PCARD ONE TIME PAY		COMMUNITY DEVELOPMENT-GENL	31.71
	PCARD ONE TIME PAY	KEYBOARD/MOUSE	POLICE ADMINISTRATION	32.17
	PCARD ONE TIME PAY	GROCERY STORES	OFFICE OPERATIONS	32.80
	PCARD ONE TIME PAY	BOOK STORES	STORM DRAINAGE	32.80
	PCARD ONE TIME PAY	IPAD STYLUS	DEVELOPMENT SERVICES	32.81
	PCARD ONE TIME PAY	ERGONOMIC MOUSE	SEWER MAIN COLLECTION	32.81
	PCARD ONE TIME PAY	IPAD STYLUS	POLICE INVESTIGATION	32.81
	PCARD ONE TIME PAY	VARIETY STORES	POLICE ADMINISTRATION	32.82
	PCARD ONE TIME PAY	FAST FOOD RESTAURANTS	POLICE PATROL	32.97
	PCARD ONE TIME PAY	WHOLESALE DURABLE GO	FINANCE-GENL	34.17
	PCARD ONE TIME PAY	DOCUMENT SHREDDING SERVICES	PERSONNEL ADMINISTRATION	34.17
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	34.86
	PCARD ONE TIME PAY	WHOLESALE CLUBS	EXECUTIVE ADMIN	35.00
	PCARD ONE TIME PAY	REGISTRATION - LAYCOCK, DO	COMPUTER SERVICES	35.00
	PCARD ONE TIME PAY		EXECUTIVE ADMIN	35.00
	PCARD ONE TIME PAY	REGISTRATION - MENNIE/JAM	RECREATION SERVICES	35.00
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	35.34
	PCARD ONE TIME PAY	GROCERY STORES	UTIL ADMIN	35.51
	PCARD ONE TIME PAY	SCISSORS & PENS		

DATE: 2/6/2025
TIME: 6:38:20AM

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PCARD ONE TIME PAY	TOILET PAPER HOLDER	PARK & RECREATION FAC	35.56
	PCARD ONE TIME PAY	FLEET OFFICE SUPPLIES	EQUIPMENT RENTAL	35.61
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	35.62
	PCARD ONE TIME PAY	MISCELLANEOUS GENERAL MER	POLICE INVESTIGATION	35.76
	PCARD ONE TIME PAY	LAMINATING SHEETS	UTIL ADMIN	35.85
	PCARD ONE TIME PAY	BAKERIES	POLICE ADMINISTRATION	35.98
	PCARD ONE TIME PAY	SUPPLIES	OPERA HOUSE	36.07
	PCARD ONE TIME PAY	SNACKS	PERSONNEL ADMINISTRATION	36.24
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	37.05
	PCARD ONE TIME PAY		PARK & RECREATION FAC	37.05
	PCARD ONE TIME PAY	SIGN INSTALLATION	PARK & RECREATION FAC	37.36
	PCARD ONE TIME PAY	BATTERIES	OPERA HOUSE	38.27
	PCARD ONE TIME PAY	SUPPLIES	OPERA HOUSE	39.31
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	41.16
	PCARD ONE TIME PAY	OFFICE SUPPLIES	RECREATION SERVICES	41.38
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	41.55
	PCARD ONE TIME PAY		POLICE INVESTIGATION	41.56
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	41.57
	PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE ADMINISTRATION	43.72
	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	43.75
	PCARD ONE TIME PAY	PW COCOA BAR	UTIL ADMIN	43.76
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	44.38
	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	44.76
	PCARD ONE TIME PAY	FACILITIES SUPPLIES	FACILITY MAINTENANCE	44.82
	PCARD ONE TIME PAY	PESTICIDE RENEWAL - MORGAN	PARK & RECREATION FAC	45.00
	PCARD ONE TIME PAY	ITEMS FOR COCOA	COMMUNITY DEVELOPMENT	45.19
	PCARD ONE TIME PAY	UNIFORMS - BAUER	OPERA HOUSE	47.69
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	48.12
	PCARD ONE TIME PAY	2025 WALL CALENDARS	UTIL ADMIN	48.82
	PCARD ONE TIME PAY	SIGNAGE	PARK & RECREATION FAC	48.88
	PCARD ONE TIME PAY	ELECTRONIC REPAIR SHOPS	TRAFFIC UNIT	49.00
	PCARD ONE TIME PAY		TRAFFIC UNIT	49.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	49.22
	PCARD ONE TIME PAY	MARKETING/ZOLA	OPERA HOUSE	49.24
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	49.40
	PCARD ONE TIME PAY		PARK & RECREATION FAC	49.40
	PCARD ONE TIME PAY		PARK & RECREATION FAC	49.40
	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		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY	LICENSE RENEWAL - ROTH	PARK & RECREATION FAC	50.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	OFFICE OPERATIONS	50.00
	PCARD ONE TIME PAY		OFFICE OPERATIONS	50.00
	PCARD ONE TIME PAY		OFFICE OPERATIONS	50.00
	PCARD ONE TIME PAY	PESTICIDE RENEWAL - DESI	PARK & RECREATION FAC	50.00
	PCARD ONE TIME PAY	PESTICIDE RENEWAL - AKAU	PARK & RECREATION FAC	50.00
	PCARD ONE TIME PAY	PESTICIDE RENEWAL - POTTER	WATER DIST MAINS	50.00
	PCARD ONE TIME PAY	PESTICIDE RENEWAL - DAY	WASTEWATER TREATMENT PLNT	50.00
	PCARD ONE TIME PAY	PESTICIDE RENEWAL - PHELPS	PARK & RECREATION FAC	50.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	51.22
	PCARD ONE TIME PAY	FAST FOOD RESTAURANTS	POLICE ADMINISTRATION	51.90
	PCARD ONE TIME PAY	BATTERIES	COMMUNITY DEVELOPMENT-GENL	51.96
	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	53.15
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	53.34
	PCARD ONE TIME PAY	MEDICAL SUPPLIES	DETENTION & CORRECTION	53.39
	PCARD ONE TIME PAY	VARIETY STORES	POLICE ADMINISTRATION	54.18
	PCARD ONE TIME PAY	POSTAGE STAMPS	POLICE PATROL	56.05
	PCARD ONE TIME PAY	HARDWARE STORES	DETENTION & CORRECTION	57.21
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	59.92
	PCARD ONE TIME PAY	BACKFLOW TESTS	PARK & RECREATION FAC	60.00
	PCARD ONE TIME PAY	LEADERSHIP TRAINING SUPPLIES	EXECUTIVE ADMIN	60.00
	PCARD ONE TIME PAY	WATER OPS LIGHT	WATER DIST MAINS	60.09

DATE: 2/6/2025
TIME: 6:38:20AM

**CITY OF MARYSVILLE
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	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	61.75
	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	61.78
	PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	62.03
	PCARD ONE TIME PAY	REGISTRATION LICENSE - P223	UTIL ADMIN	64.00
	PCARD ONE TIME PAY	REGISTRATION LICENSE - P224	EQUIPMENT RENTAL	64.00
	PCARD ONE TIME PAY	DOCUMENT SHREDDING	POLICE ADMINISTRATION	64.17
	PCARD ONE TIME PAY		POLICE INVESTIGATION	64.17
	PCARD ONE TIME PAY		POLICE PATROL	64.17
	PCARD ONE TIME PAY		DETENTION & CORRECTION	64.17
	PCARD ONE TIME PAY		OFFICE OPERATIONS	64.17
	PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	OFFICE OPERATIONS	65.00
	PCARD ONE TIME PAY	WHOLESALE CLUBS	POLICE ADMINISTRATION	65.54
	PCARD ONE TIME PAY	HOME SUPPLY	POLICE INVESTIGATION	65.57
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	65.61
	PCARD ONE TIME PAY		MUNICIPAL COURTS	65.64
	PCARD ONE TIME PAY	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	66.16
	PCARD ONE TIME PAY	TAPE MEASURE/SAW BLADE	PARK & RECREATION FAC	66.71
	PCARD ONE TIME PAY	TOOL FOR PARKS/REPAIRS	FACILITY MAINTENANCE	67.80
	PCARD ONE TIME PAY	HYDRANT MAINT.	HYDRANTS	68.77
	PCARD ONE TIME PAY	REGISTRATION - MENNIE/JAM	CITY COUNCIL	70.00
	PCARD ONE TIME PAY	MISC. FOOD STORES/SPECIAL	POLICE ADMINISTRATION	71.90
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	72.50
	PCARD ONE TIME PAY	MASKS	ENGR-GENL	73.11
	PCARD ONE TIME PAY	VARIETY STORES	POLICE PATROL	74.16
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	74.38
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	75.31
	PCARD ONE TIME PAY	GROCERY STORES	POLICE PATROL	76.03
	PCARD ONE TIME PAY	BELT FOR SAW	ROADSIDE VEGETATION	77.59
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	79.14
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	POLICE PATROL	80.00
	PCARD ONE TIME PAY	PAPER HOLDER	PARK & RECREATION FAC	80.35
	PCARD ONE TIME PAY	SIGN INSTALLATION	PARK & RECREATION FAC	80.95
	PCARD ONE TIME PAY	HOBBY TOY AND GAME SHOPS	POLICE ADMINISTRATION	82.43
	PCARD ONE TIME PAY	FIRE EXTINGUISHER MAGNETS	PERSONNEL ADMINISTRATION	82.92
	PCARD ONE TIME PAY	PW ADMIN BATHROOM	MAINT OF GENL PLANT	85.43
	PCARD ONE TIME PAY	CLAMPS X100	WASTEWATER TREATMENT PLNT	86.56
	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	88.26
	PCARD ONE TIME PAY	2025 DESK CALENDARS	UTIL ADMIN	88.44
	PCARD ONE TIME PAY	PROFESSIONAL SERVICES	POLICE ADMINISTRATION	89.70
	PCARD ONE TIME PAY	RECERT TRAINING - AKAU	PARK & RECREATION FAC	90.00
	PCARD ONE TIME PAY	RECERT TRAINING - PHELPS	PARK & RECREATION FAC	90.00
	PCARD ONE TIME PAY	RECERT TRAINING - DESI	PARK & RECREATION FAC	90.00
	PCARD ONE TIME PAY	RECERT TRAINING - MORGAN	PARK & RECREATION FAC	90.00
	PCARD ONE TIME PAY	BOOK STORES	POLICE TRAINING-FIREARMS	91.09
	PCARD ONE TIME PAY	DOCUMENT SHREDDING	MUNICIPAL COURTS	94.17
	PCARD ONE TIME PAY	PRINTER PAPER	RECREATION SERVICES	94.30
	PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	97.70
	PCARD ONE TIME PAY	ZOOM	COMMUNITY DEVELOPMENT-GENL	98.46
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	98.80
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	TRAFFIC UNIT	99.00
	PCARD ONE TIME PAY	BASKETBALL WRISTBANDS	RECREATION SERVICES	99.47
	PCARD ONE TIME PAY	TRAINING - FULLER	UTIL ADMIN	100.00
	PCARD ONE TIME PAY	BUS LINES	EMBEDDED SOCIAL WORKER	100.99
	PCARD ONE TIME PAY	RT OF WAY 4TH QTR FEE	UTIL ADMIN	103.00
	PCARD ONE TIME PAY	BADGE HOLDERS	COMPUTER SERVICES	103.80
	PCARD ONE TIME PAY	BRIDGE REPAIR	PARK & RECREATION FAC	105.06
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	105.07
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	105.95
	PCARD ONE TIME PAY	PRESSURE WASHER PARTS	SEWER LIFT STATION	108.07
	PCARD ONE TIME PAY	PIPER CUTLER	PARK & RECREATION FAC	108.21
	PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	108.31
	PCARD ONE TIME PAY	EATING PLACES AND RESTAURANTS	POLICE PATROL	110.26

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	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	110.79
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	111.85
	PCARD ONE TIME PAY	MANDATED FEDERAL/STATE POSTERS	PERSONNEL ADMINISTRATION	119.25
	PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	POLICE ADMINISTRATION	120.00
	PCARD ONE TIME PAY	SUPPLIES PARKS	PARK & RECREATION FAC	121.77
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	123.50
	PCARD ONE TIME PAY		PARK & RECREATION FAC	123.50
	PCARD ONE TIME PAY		PARK & RECREATION FAC	123.50
	PCARD ONE TIME PAY	REGISTRATION - P226/P225	EQUIPMENT RENTAL	127.21
	PCARD ONE TIME PAY	FAST FOOD RESTAURANTS	POLICE ADMINISTRATION	129.49
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	131.03
	PCARD ONE TIME PAY	HARD DRIVES	COMPUTER SERVICES	131.26
	PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	132.09
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	133.35
	PCARD ONE TIME PAY	FACILITIES SUPPLIES	FACILITY MAINTENANCE	136.90
	PCARD ONE TIME PAY	COURIER SERVICES	POLICE PATROL	137.89
	PCARD ONE TIME PAY	SMALL TOOLS	COMPUTER SERVICES	145.28
	PCARD ONE TIME PAY	COURIER SERVICES	POLICE PATROL	148.17
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	148.20
	PCARD ONE TIME PAY		PARK & RECREATION FAC	148.20
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	148.76
	PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	148.98
	PCARD ONE TIME PAY	ESRI DEVELOPER REGISTRATION - JACOB	GIS SERVICES IS	149.00
	PCARD ONE TIME PAY	MANAGEMENT CONSULTING	POLICE TRAINING-FIREARMS	149.00
	PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	MUNICIPAL COURTS	150.00
	PCARD ONE TIME PAY	GATE INSTALLATION	PARK & RECREATION FAC	150.36
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	153.14
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	155.30
	PCARD ONE TIME PAY	LIGHTS	FACILITY REPLACEMENT	158.54
	PCARD ONE TIME PAY	WHOLESALE INDUST SUPPLIES	POLICE PATROL	158.87
	PCARD ONE TIME PAY	TELECOM SERVICE	POLICE ADMINISTRATION	163.99
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	163.99
	PCARD ONE TIME PAY	UNIFORM - FERRARO	SOLID WASTE OPERATIONS	164.16
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	165.38
	PCARD ONE TIME PAY	VARIETY STORES	POLICE PATROL	168.32
	PCARD ONE TIME PAY		POLICE PATROL	168.48
	PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	171.18
	PCARD ONE TIME PAY	SUPPLIES	PERSONNEL ADMINISTRATION	173.70
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	174.90
	PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	POLICE TRAINING-FIREARMS	175.70
	PCARD ONE TIME PAY	SMALL TOOLS	COMPUTER SERVICES	180.70
	PCARD ONE TIME PAY	GIFT CARD NOVELTY	POLICE INVESTIGATION	181.00
	PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE ADMINISTRATION	184.41
	PCARD ONE TIME PAY	LANYARDS NEW HIRES/EMPLOYEES	PERSONNEL ADMINISTRATION	186.30
	PCARD ONE TIME PAY	WHOLESALE UNIFORMS	POLICE PATROL	189.25
	PCARD ONE TIME PAY	PW ADMIN METER	MAINT OF GENL PLANT	189.83
	PCARD ONE TIME PAY	DIGITAL GOODS MEDIA	POLICE TRAINING-FIREARMS	195.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	195.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	195.00
	PCARD ONE TIME PAY	BACKFLOW TESTS	PARK & RECREATION FAC	196.92
	PCARD ONE TIME PAY	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	198.48
	PCARD ONE TIME PAY	PAPER	MUNICIPAL COURTS	199.06
	PCARD ONE TIME PAY	OPERATOR CERT. RENEWAL - HANKINSON	WASTEWATER TREATMENT PLNT	200.00
	PCARD ONE TIME PAY	WW OPERATOR CERT. - CRAIN	WASTEWATER TREATMENT PLNT	200.00
	PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	200.40
	PCARD ONE TIME PAY	WHOLESALE COMMERCIAL	POLICE INVESTIGATION	203.63
	PCARD ONE TIME PAY	UNIFORM - WARD	UTIL ADMIN	217.59
	PCARD ONE TIME PAY	IDENTIFIX	SMALL ENGINE SHOP	217.71
	PCARD ONE TIME PAY	WORK BOOTS - WESSEL	DEVELOPMENT SERVICES	218.75
	PCARD ONE TIME PAY	SPORTING GOODS STORES	POLICE ADMINISTRATION	224.23
	PCARD ONE TIME PAY	EATING PLACES AND RESTAURANTS	POLICE PATROL	233.89
	PCARD ONE TIME PAY	NORD VPN	COMPUTER SERVICES	237.22

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	PCARD ONE TIME PAY		COMPUTER SERVICES	237.22
	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	239.06
	PCARD ONE TIME PAY	SPORTING GOODS STORES	POLICE PATROL	240.67
	PCARD ONE TIME PAY	UNIFORM – KINNEY	GENERAL SERVICES - OVERHEAD	242.62
	PCARD ONE TIME PAY	COMBINED MAIL /PHONE	UTILITY BILLING	243.16
	PCARD ONE TIME PAY	LSAW RENEWAL - BOURNS	ENGR-GENL	245.00
	PCARD ONE TIME PAY	GOVERNMENT SERVICES	LEGAL - PROSECUTION	249.00
	PCARD ONE TIME PAY	CONFERENCE REGISTRATION	CITY COUNCIL	250.00
	PCARD ONE TIME PAY	UNIFORM - REILLY	UTIL ADMIN	250.00
	PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE PATROL	251.58
	PCARD ONE TIME PAY	DOOR LOCK	UTIL ADMIN	260.33
	PCARD ONE TIME PAY	CONDUIT INSTALLATION RENTAL	PARK & RECREATION FAC	262.15
	PCARD ONE TIME PAY	HARD DRIVES	COMPUTER SERVICES	262.63
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	266.90
	PCARD ONE TIME PAY	DUO MOBILE	COMPUTER SERVICES	275.00
	PCARD ONE TIME PAY	DIGITAL GOODS	POLICE ADMINISTRATION	299.00
	PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	POLICE PATROL	299.32
	PCARD ONE TIME PAY	WEBCAMS	COMPUTER SERVICES	300.80
	PCARD ONE TIME PAY	LA QUINTA INN AND SUITES	POLICE ADMINISTRATION	303.67
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	LEGAL - PROSECUTION	305.94
	PCARD ONE TIME PAY	UNIFORM - AKAU	PARK & RECREATION FAC	347.85
	PCARD ONE TIME PAY	SOFTWARE UPGRADE	SMALL ENGINE SHOP	349.60
	PCARD ONE TIME PAY	AWC JOB POSTINGS	PERSONNEL ADMINISTRATION	350.00
	PCARD ONE TIME PAY	MEMBERSHIP DUES - STAPLETON	NON-DEPARTMENTAL	375.00
	PCARD ONE TIME PAY	PW MAINT	UTIL ADMIN	384.65
	PCARD ONE TIME PAY	DIGITAL GOODS MEDIA	POLICE TRAINING-FIREARMS	390.00
	PCARD ONE TIME PAY	STILLY MEMBRANE REPLACEMENT	WATER FILTRATION PLANT	393.21
	PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	436.58
	PCARD ONE TIME PAY	EQUIPMENT RENTAL /LEASING	POLICE ADMINISTRATION	449.39
	PCARD ONE TIME PAY	HOLIDAY STORAGE SUPPLIES	PARK & RECREATION FAC	453.89
	PCARD ONE TIME PAY	PW ADMIN METER OFFICE	MAINT OF GENL PLANT	455.50
	PCARD ONE TIME PAY	STILLY MEMBRANE REPLACEMENT	WATER FILTRATION PLANT	467.62
	PCARD ONE TIME PAY	GOVERNMENT SERVICES	LEGAL - PROSECUTION	478.00
	PCARD ONE TIME PAY	UPS	WATER FILTRATION PLANT	479.13
	PCARD ONE TIME PAY	ALASKA AIRLINES AIRFARE - RICH	GIS SERVICES IS	486.59
	PCARD ONE TIME PAY	ALASKA AIRLINES AIRFARE - MCKETTA	GIS SERVICES IS	486.59
	PCARD ONE TIME PAY	ALASKA AIRLINES	DETENTION & CORRECTION	486.60
	PCARD ONE TIME PAY	OTHER HOTELS	POLICE PATROL	499.94
	PCARD ONE TIME PAY	HILTON GARDEN INN	COMMUNITY SERVICES UNIT	502.14
	PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	POLICE TRAINING-FIREARMS	515.00
	PCARD ONE TIME PAY	DMCMA MEMBERSHIP FEES	MUNICIPAL COURTS	515.15
	PCARD ONE TIME PAY	REMOVE BOARDS/CAULK SCREW HOLES	SOLID WASTE OPERATIONS	530.59
	PCARD ONE TIME PAY	EATING PLACES AND RESTAURANTS	POLICE ADMINISTRATION	544.00
	PCARD ONE TIME PAY	NWPWI 2025 CLASS - EYER	UTIL ADMIN	550.00
	PCARD ONE TIME PAY	TRAINING WTPO EXAM -DIETZ	UTIL ADMIN	570.00
	PCARD ONE TIME PAY	BUSINESS SERVICES	POLICE ADMINISTRATION	575.00
	PCARD ONE TIME PAY	SMALL TOOLS	COMPUTER SERVICES	627.69
	PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	POLICE TRAINING-FIREARMS	630.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	630.00
	PCARD ONE TIME PAY	CLERK TRAINING - BROCK	CITY CLERK	650.00
	PCARD ONE TIME PAY	CLERK TRAINING - BROCK	CITY CLERK	650.00
	PCARD ONE TIME PAY	ENGAGE TRAINING FLIGHT - FRIGARD	COMMUNITY DEVELOPMENT-GENL	656.59
	PCARD ONE TIME PAY	ENGAGE TRAINING FLIGHT - GOSSETT	COMMUNITY DEVELOPMENT-GENL	656.59
	PCARD ONE TIME PAY	PW MAINT.	MAINT OF GENL PLANT	714.35
	PCARD ONE TIME PAY	CLERK TRAINING - BROCK	CITY CLERK	750.00
	PCARD ONE TIME PAY	CLERK TRAINING - BROCK	CITY CLERK	750.00
	PCARD ONE TIME PAY	ELECTRONICS STORES	TRAFFIC UNIT	780.02
	PCARD ONE TIME PAY	LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	781.40
	PCARD ONE TIME PAY	LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	781.40
	PCARD ONE TIME PAY	LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	781.40
	PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	POLICE TRAINING-FIREARMS	795.00
	PCARD ONE TIME PAY	THEATRICAL PRODUCERS	POLICE TRAINING-FIREARMS	849.00

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	PCARD ONE TIME PAY	VAULT LADDER EXTENSIONS	WATER DIST MAINS	901.49
	PCARD ONE TIME PAY	MEMBRANE PROJECT	WATER FILTRATION PLANT	984.80
	PCARD ONE TIME PAY	SENIOR HOLIDAY LUNCHEON	RECREATION SERVICES	990.27
	PCARD ONE TIME PAY	AIRBNB LODGING - MCKETTA	GIS SERVICES IS	1,102.87
	PCARD ONE TIME PAY	AIRBNB LODGING - RICH	GIS SERVICES IS	1,140.26
	PCARD ONE TIME PAY	EQUIPMENT RENTAL/LEASING	POLICE ADMINISTRATION	1,348.17
	PCARD ONE TIME PAY	WHOLESALE DURABLE GO	CRIME PREVENTION	1,538.60
	PCARD ONE TIME PAY	MEMBRANES	WATER FILTRATION PLANT	1,607.00
	PCARD ONE TIME PAY	DIGITAL GOODS	COMPUTER SERVICES	1,620.39
	PCARD ONE TIME PAY	NWPWI TRAINING - DICKEY	UTIL ADMIN	1,650.00
	PCARD ONE TIME PAY	TRAINING ERW CONFERENCE	UTIL ADMIN	1,800.00
	PCARD ONE TIME PAY	LINKEDIN JOB POSTING SUBSCRIPTION	PERSONNEL ADMINISTRATION	2,050.00
	PCARD ONE TIME PAY	GMTCC ANNUAL DUES	NON-DEPARTMENTAL	2,500.00
	PCARD ONE TIME PAY	TRAINING- FOR WATER OPS	UTIL ADMIN	2,700.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	POLICE TRAINING-FIREARMS	2,750.00
	PCARD ONE TIME PAY	REPLACEMENT PART - H016	SEWER MAIN COLLECTION	2,988.17
	PCARD ONE TIME PAY	FIRSTNET LTE DEVICES	POLICE PATROL	3,257.37
	SISKUN POWER EQUIPMENT	BACKPACK BLOWERS	PARK & RECREATION FAC	4,549.80
175313	FIRST AMERICAN TITLE	CLOSING FUNDS - ADAMS	GMA - STREET	45,899.92
175314	REVENUE, DEPT OF	EXCISE TAXES	RECREATION SERVICES	5.77
	REVENUE, DEPT OF		WATER/SEWER OPERATION	19.41
	REVENUE, DEPT OF		POLICE ADMINISTRATION	31.73
	REVENUE, DEPT OF		GOLF ADMINISTRATION	254.03
	REVENUE, DEPT OF		GENERAL FUND	1,087.32
	REVENUE, DEPT OF		GOLF COURSE	5,079.98
	REVENUE, DEPT OF		STORM DRAINAGE	10,113.14
	REVENUE, DEPT OF		SOLID WASTE OPER.	38,221.45
	REVENUE, DEPT OF		UTIL ADMIN	85,679.55
175315	LICENSING, DEPT OF	FIREARMS SECTION - CPL'S	INTERGOV CUSTODIAL	732.00
175316	LICENSING, DEPT OF	STATE GUN DEALERS LICENSE	INTERGOV CUSTODIAL	125.00
175317	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	18,295.00
175318	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	30.41
	911 SUPPLY INC.	STARS	POLICE ADMINISTRATION	39.26
	911 SUPPLY INC.	JACKETS - GIBBS/STEWART	POLICE INVESTIGATION	484.35
	911 SUPPLY INC.	JACKET - ALBANESE	POLICE INVESTIGATION	488.73
	911 SUPPLY INC.	JACKET - DELANTY	POLICE PATROL	574.05
175319	ALL BATTERY SALES &	FUSES	EQUIPMENT RENTAL	210.38
	ALL BATTERY SALES &	ELECTRICAL SUPPLIES	EQUIPMENT RENTAL	385.77
175320	ALPINE PRODUCTS INC	QUICK JOINT	ROADWAY MAINTENANCE	855.08
175321	ANGEL OF THE WINDS	ADVERTISING SPONSORSHIP	POLICE ADMINISTRATION	8,000.00
175322	BARRETT, JACK & SAND	UTILITY TAX REBATE - 2025	NON-DEPARTMENTAL	74.53
175323	BICKFORD FORD	CORE RETURN P173	EQUIPMENT RENTAL	-547.00
	BICKFORD FORD	CORE RETURN P186	EQUIPMENT RENTAL	-273.50
	BICKFORD FORD	SERPENTINE BELT - P199	EQUIPMENT RENTAL	25.93

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175323	BICKFORD FORD	EXHAUST PARTS - P186	EQUIPMENT RENTAL	60.59
	BICKFORD FORD	E-VAP VALVE, O2 SENSOR - P169	EQUIPMENT RENTAL	133.70
	BICKFORD FORD	SHIFT INTERLOCK SOLENOID - P201	EQUIPMENT RENTAL	196.52
	BICKFORD FORD	VEHICLE REPAIR PARTS - P195	EQUIPMENT RENTAL	292.00
	BICKFORD FORD	VEHICLE REPAIR PARTS - P169	EQUIPMENT RENTAL	383.57
	BICKFORD FORD	VEHICLE REPAIR PARTS - P220	EQUIPMENT RENTAL	384.55
	BICKFORD FORD	EXHAUST PART - P173	EQUIPMENT RENTAL	756.94
	BICKFORD FORD	EXHAUST PARTS - P186	EQUIPMENT RENTAL	1,216.95
	BICKFORD FORD	EXHAUST PARTS - P173	EQUIPMENT RENTAL	3,136.29
175324	BILLING DOCUMENT SPE	ACH PAYMENT PROCESSING - DEC 24	UTILITY BILLING	302.70
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,756.84
175325	BIO CLEAN, INC	DECON VEHICLE	POLICE PATROL	492.30
175326	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	193.64
	BOB BARKER COMPANY		DETENTION & CORRECTION	486.47
	BOB BARKER COMPANY		DETENTION & CORRECTION	1,521.45
175327	BOB'S HEATING & A/C	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
175328	BRUCE, KENT D	LIGHTS - P214	EQUIPMENT RENTAL	520.74
175329	BUSHONG, STEPHANIE	1316 LAKEWOOD RD	WATER/SEWER OPERATION	40.87
175330	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTEWATER TREATMENT PLNT	17,858.46
175331	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	3,502.60
175332	CHAMPION BOLT	SOCKET CAP, BOLTS	EQUIPMENT RENTAL	35.31
175333	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	598.64
175334	CORE & MAIN LP	COUPLER	WATER FILTRATION PLANT	149.67
	CORE & MAIN LP	METERS	METER READING	28,498.70
175335	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	10,074.00
175336	CORRECTIONS, DEPT OF	DOC WORK	ROADSIDE VEGETATION	312.04
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	470.09
175337	COUNTRY SUPPLIER	IMPACT JOINT, WELDED BOTTLES	WATER FILTRATION PLANT	85.29
175338	CUZ CONCRETE PROD	CONCRETE BLOCK, CATCH BASIN	STORM DRAINAGE	1,059.73
175339	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	25.00
175340	DICKS TOWING	TOWING - CLM5358	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-2096	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-2947	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-3914	POLICE PATROL	77.54
	DICKS TOWING	TOWING P129	POLICE PATROL	77.54
	DICKS TOWING	TOWING J024	EQUIPMENT RENTAL	502.44
	DICKS TOWING	RV DISPOSAL 2024-67894	POLICE PATROL	1,264.86
175341	DICKSON ELECTRIC LLC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
175342	DLT SOLUTIONS	AUTOCAD SUPPORT/LICENSING RENEWAL	COMPUTER SERVICES	21,970.92

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175343	DOBBS PETERBILT	CREDIT FOR INV 026P66371	EQUIPMENT RENTAL	-100.31
	DOBBS PETERBILT	BRAKE WELD - H020	EQUIPMENT RENTAL	90.46
	DOBBS PETERBILT	BRAKES - H020	EQUIPMENT RENTAL	100.31
	DOBBS PETERBILT	SERPENTINE BELT/TENSIONER - H020	EQUIPMENT RENTAL	245.47
175344	DORSCHER, EMILY	TRAINING	POLICE INVESTIGATION	322.00
175345	DOUGLAS, LEE	EYE EXAM REIMBURSEMENT	POLICE ADMINISTRATION	268.00
175346	DYER, ROBERT L	LEOFF I PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	1,610.30
175347	E&E LUMBER	SIGN BOLTS	TRANSPORTATION MANAGEMENT	21.42
	E&E LUMBER	SHELVES	POLICE PATROL	27.02
	E&E LUMBER	CONCRETE REDI MIX	WATER DIST MAINS	28.88
	E&E LUMBER	JIGSAW BLADES, SEALANT	SEWER LIFT STATION	47.59
	E&E LUMBER	PRUNING BLADES	ROADSIDE VEGETATION	77.16
	E&E LUMBER	WALLBOARD, SURGE STRIP	EQUIPMENT RENTAL	101.82
175347	E&E LUMBER	SHELVES	POLICE PATROL	109.20
	E&E LUMBER	BATTERIES	ROADSIDE VEGETATION	311.78
175348	EAST JORDAN IRON WOR	RISERS	STORM DRAINAGE	85.24
	EAST JORDAN IRON WOR	RING/COVERS	STORM DRAINAGE	1,189.79
175349	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
175350	EMPLOYMENT SECURITY	EMPLOYMENT SECURITY BENEFIT INTEREST	EMPLOYEE BENEFIT PROGRAMS	1,900.00
175351	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
175352	EVERETT, CITY OF	ANIMAL CARE AT SHELTER	COMMUNITY SERVICES UNIT	50.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	85.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	125.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	235.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	275.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	705.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	1,000.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	3,100.00
	EVERETT, CITY OF	ANIMAL CARE AT SHELTER - DEC 24	COMMUNITY SERVICES UNIT	4,715.00
175353	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-23.94
	EVIDENT, INC.		GENERAL FUND	-23.41
	EVIDENT, INC.		GENERAL FUND	-13.06
	EVIDENT, INC.		GENERAL FUND	-5.26
	EVIDENT, INC.		POLICE PATROL	61.26
	EVIDENT, INC.		POLICE PATROL	151.96
	EVIDENT, INC.		POLICE PATROL	272.48
	EVIDENT, INC.		POLICE PATROL	278.57
175354	FERGUSON ENTERPRISES	STOCK MATERIAL	WATER SERVICES	6,268.62
175355	FIRESTONE	TIRES	EQUIPMENT RENTAL	528.80

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175356	GLASS FIX LLC	ROCK CHIP REPAIR - J035	EQUIPMENT RENTAL	38.29
175357	GOVCONNECTION INC	SURFACE PRO	DETENTION & CORRECTION	2,124.79
175358	GRAINGER	CABLE TIES	WASTEWATER TREATMENT PLNT	41.28
175359	GRANITE CONST GRANITE CONST GRANITE CONST	ASPHALT PATCHES	ROADWAY MAINTENANCE ROADWAY MAINTENANCE ROADWAY MAINTENANCE	209.43 225.78 429.58
175360	GREENSHIELDS INDS	PRESSURE WASHER PARTS	SIDEWALK MAINTENANCE	231.28
175361	GUARDIAN RFID GUARDIAN RFID	IMPLEMENTATION SERVICE	GENERAL FUND DETENTION & CORRECTION	-216.20 2,516.20
175362	GUNDERSON, JARL GUNDERSON, JARL	LEOFF 1 PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION POLICE ADMINISTRATION	117.00 544.70
175363	HARP, MEGAN	CONSERVATION REBATE	UTIL ADMIN	50.00
175364	HD FOWLER COMPANY	MARKING PAINT CAN	UTILITY LOCATING	90.47
175365	HENDRY, LAWRENCE A	UB REFUND	WATER/SEWER OPERATION	117.30
175366	HERITAGE BANK	PAY ESTIMATE/RETAINAGE 2	UTILITY CONSTRUCTION	364.00
175367 175368	HOME DEPOT PRO HOUSE OF UPHOLSTERY	CUSTODIAL SUPPLIES CAR SEAT REPAIR	CUSTODIAL SERVICES EQUIPMENT RENTAL	459.81 1,569.89
175369	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
175370	INTERSTATE BATTERY INTERSTATE BATTERY INTERSTATE BATTERY	BATTERIES BATTERIES	PUMPING PLANT ER&R ER&R	483.00 704.26 753.00
175371	INTRADO LIFE & SAFET	E911 SERVICES	COMPUTER SERVICES	519.65
175372	J & B TOOLS, LLC J & B TOOLS, LLC J & B TOOLS, LLC	FLASHLIGHTS PLIERS, CRIMP TOOL, CRIMPERS SOCKET SETS, FLEX RATCHET	EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL	505.42 512.90 1,422.18
175373	JULZ ANIMAL HOUZ JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM POLICE ADMINISTRATION	18.75 74.20
175374	KUSTOM SIGNALS INC	STANDARD CERTIFICATION	TRAFFIC UNIT	11,252.05
175375	LAKESIDE INDUSTRIES LAKESIDE INDUSTRIES	ASPHALT	WATER DIST MAINS ROADWAY MAINTENANCE	951.51 951.52
175376	LASTING IMPRESSIONS	BASKETBALL T-SHIRTS	RECREATION SERVICES	21.92
175377	LES SCHWAB TIRE CTR LES SCHWAB TIRE CTR LES SCHWAB TIRE CTR LES SCHWAB TIRE CTR LES SCHWAB TIRE CTR	TIRES TIRES - J034 TIRES TIRES - J034	ER&R ER&R EQUIPMENT RENTAL ER&R EQUIPMENT RENTAL	521.23 1,042.45 1,917.83 2,487.12 2,670.87
175378	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	463.67
175379	MARYSVILLE SCHOOL	GYM RENTAL	POLICE TRAINING-FIREARMS	702.00
175380	MATCO TOOLS	POWER TOOLS	EQUIPMENT RENTAL	765.77

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175381	MULLER, STEVE	REIMBURSEMENT - CONFERENCE	CITY COUNCIL	2,093.26
175382	NAPA AUTO PARTS	SERPENTINE BELT- H020	EQUIPMENT RENTAL	71.39
	NAPA AUTO PARTS	SERPENTINE BELT - H020	EQUIPMENT RENTAL	86.44
	NAPA AUTO PARTS	DRIVE AXLE, WHEEL SEAL - J068	EQUIPMENT RENTAL	134.98
175383	NELSON-REISNER	HYDRAULIC OIL	ER&R	712.88
	NELSON-REISNER	ENGINE OIL	ER&R	2,440.20
175384	ODP BUSINESS Solutio	COPY PAPER, OFFICE SUPPLIES	CITY CLERK	255.94
175385	OREILLY AUTO PARTS	CREDIT FOR INV 2843-303281	EQUIPMENT RENTAL	-48.10
	OREILLY AUTO PARTS	ANTI-SEIZE	EQUIPMENT RENTAL	24.59
	OREILLY AUTO PARTS	DRIVE PULLY - 220	EQUIPMENT RENTAL	31.12
	OREILLY AUTO PARTS	MICRO-BELT - 220	EQUIPMENT RENTAL	87.91
	OREILLY AUTO PARTS	FLEET RUNNER, V BELT	EQUIPMENT RENTAL	90.09
	OREILLY AUTO PARTS	RADIATOR PARTS - P179	EQUIPMENT RENTAL	147.43
	OREILLY AUTO PARTS	CONTROL ARMS - P198	EQUIPMENT RENTAL	236.81
	OREILLY AUTO PARTS	CONTROL ARMS - P220	EQUIPMENT RENTAL	236.81
	OREILLY AUTO PARTS	HEATER HOSE - J031	EQUIPMENT RENTAL	474.99
175386	OWEN EQUIPMENT	DRIVE BELT/TENSIONER SPRING	EQUIPMENT RENTAL	76.18
175387	PACIFIC TOPSOILS	WOOD CHIP DUMP	ROADSIDE VEGETATION	98.80
	PACIFIC TOPSOILS	DUMP WOOD CHIP	ROADSIDE VEGETATION	123.50
175388	PAPE MACHINERY	ENGINE DIAGNOSE/REPAIR - H009	EQUIPMENT RENTAL	1,067.12
	PAPE MACHINERY	TRANSMISSION REPAIR - H009	EQUIPMENT RENTAL	1,153.78
175389	PEACE OF MIND	COUNCIL REGULAR MEETING	CITY CLERK	136.80
	PEACE OF MIND	PLANNING COMMISSION MEETING NOTES	COMMUNITY DEVELOPMENT-GENL	166.50
	PEACE OF MIND	HEARING EXAMINER	COMMUNITY DEVELOPMENT-GENL	437.00
175390	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	30.24
	PETROCARD SYSTEMS		UTIL ADMIN	45.21
	PETROCARD SYSTEMS		ENGR-GENL	52.79
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	61.92
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	101.66
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	170.34
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-GENL	245.26
175390	PETROCARD SYSTEMS	FUEL CONSUMED	DEVELOPMENT SERVICES	247.23
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,969.93
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERHEAD	3,556.50
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,670.79
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,185.88
	PETROCARD SYSTEMS		POLICE PATROL	10,371.65
175391	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	PRO-SHOP	110.00
	PGC INTERBAY LLC		MAINTENANCE	120.00
	PGC INTERBAY LLC		PRO-SHOP	124.00
	PGC INTERBAY LLC		MAINTENANCE	147.30
	PGC INTERBAY LLC		PRO-SHOP	148.18
	PGC INTERBAY LLC		PRO-SHOP	171.53
	PGC INTERBAY LLC		MAINTENANCE	171.99
	PGC INTERBAY LLC		PRO-SHOP	246.01
	PGC INTERBAY LLC		MAINTENANCE	246.66
	PGC INTERBAY LLC		MAINTENANCE	280.34
	PGC INTERBAY LLC		PRO-SHOP	297.80
	PGC INTERBAY LLC		MAINTENANCE	377.80
	PGC INTERBAY LLC		MAINTENANCE	402.55
	PGC INTERBAY LLC		PRO-SHOP	546.50

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	PGC INTERBAY LLC		MAINTENANCE	615.96
	PGC INTERBAY LLC		GOLF ADMINISTRATION	928.98
	PGC INTERBAY LLC		PRO-SHOP	949.43
	PGC INTERBAY LLC		MAINTENANCE	1,065.00
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
	PGC INTERBAY LLC		MAINTENANCE	1,365.09
	PGC INTERBAY LLC		PRO-SHOP	1,405.80
	PGC INTERBAY LLC		MAINTENANCE	1,584.81
	PGC INTERBAY LLC		MAINTENANCE	1,849.99
	PGC INTERBAY LLC		PRO-SHOP	1,890.00
	PGC INTERBAY LLC		MAINTENANCE	1,893.42
	PGC INTERBAY LLC		MAINTENANCE	2,449.15
	PGC INTERBAY LLC		GOLF COURSE	3,005.00
	PGC INTERBAY LLC		MAINTENANCE	3,361.12
	PGC INTERBAY LLC		MAINTENANCE	3,855.42
	PGC INTERBAY LLC		GOLF COURSE	7,783.16
	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE/PROSHOP	PRO-SHOP	9,943.42
	PGC INTERBAY LLC		MAINTENANCE	15,007.30
175392	POLICE & SHERIFFS PR POLICE & SHERIFFS PR	ID CARDS/SHIPPING	GENERAL FUND POLICE PATROL	-1.65 19.25
175393	POTTS, JASON	REIMBURSEMENT - UNIFORM	SOLID WASTE OPERATIONS	147.69
175394	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT PSYCH SERVICE	POLICE ADMINISTRATION	480.00
175395	PUD	ACCT #200998532	PARK & RECREATION FAC	35.81
	PUD	ACCT #224162602	PARK & RECREATION FAC	36.55
	PUD	ACCT #204933311	PUMPING PLANT	38.11
	PUD	ACCT #201380995	PUMPING PLANT	43.69
	PUD	ACCT #221303498	STREET LIGHTING	44.55
	PUD	ACCT #202791166	PUMPING PLANT	45.71
	PUD	ACCT #202368536	TRANSPORTATION MANAGEMENT	61.58
	PUD	ACCT #202102190	TRANSPORTATION MANAGEMENT	72.85
	PUD	ACCT #220153100	TRANSPORTATION MANAGEMENT	76.65
	PUD	ACCT #202183679	TRANSPORTATION MANAGEMENT	81.28
175395	PUD	ACCT #200800704	STREET LIGHTING	84.19
	PUD	ACCT #200869303	TRANSPORTATION MANAGEMENT	88.06
	PUD	ACCT #202220760	GOLF ADMINISTRATION	100.46
	PUD	ACCT #220298624	STREET LIGHTING	161.46
	PUD	ACCT #202689105	WASTEWATER TREATMENT PLNT	171.74
	PUD	ACCT #202572327	STREET LIGHTING	178.00
	PUD	ACCT #202294336	STREET LIGHTING	178.21
	PUD	ACCT #201147253	PUMPING PLANT	223.50
	PUD	ACCT #202030078	TRANSPORTATION MANAGEMENT	234.91
	PUD	ACCT #220731285	STREET LIGHTING	240.35
	PUD	ACCT #200084150	TRANSPORTATION MANAGEMENT	256.65
	PUD	ACCT #200303477	WATER FILTRATION PLANT	885.63
	PUD	ACCT #201639630	GOLF ADMINISTRATION	1,165.58
	PUD	ACCT #201577921	PUMPING PLANT	5,298.38
175396	REECE TRUCKING REECE TRUCKING REECE TRUCKING	DUMP CONCRETE W/REBAR	ROADWAY MAINTENANCE STORM DRAINAGE WATER DIST MAINS	118.11 118.11 118.12
175397	REECE TRUCKING		SIDEWALK MAINTENANCE	181.58
175398	REECE TRUCKING	DUMP CLEAN DRY DIRT	ROADSIDE VEGETATION	41.48

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175399	RICHMOND AMERICAN HO RICHMOND AMERICAN HO RICHMOND AMERICAN HO RICHMOND AMERICAN HO RICHMOND AMERICAN HO RICHMOND AMERICAN HO	REFUND - PERMIT, FEES	WATER-UTILITIES/ENVIRONMNT STORM DRAINAGE SEWER-UTILITIES/ENVIRONMNT WATER-UTILITIES/ENVIRONMNT SWR-UTILITIES/ENVIRONMEN WTR-UTILITIES/ENVIRONMEN	20.00 95.00 100.00 500.00 4,490.00 4,750.00
175400	RWC INTERNATIONAL	CAP KIT - H008	EQUIPMENT RENTAL	103.09
175401	S AND K PRO PAINTING	UB REFUND	WATER/SEWER OPERATION	93.25
175402	S AND K PRO PAINTING		WATER/SEWER OPERATION	92.69
175403	SCHAEFER PLASTICS	GARBAGE BINS	SOLID WASTE OPERATIONS	42,173.70
175404	SHI INTERNATIONAL SHI INTERNATIONAL SHI INTERNATIONAL	POWER BI LICENSES SHARKFIN ANTENNAS	POLICE INVESTIGATION POLICE PATROL POLICE PATROL	488.58 1,339.06 3,682.40
175405	SIGMAN, MICHAEL	MEDICARE REIMBURSEMENT	POLICE ADMINISTRATION	349.40
175406	SISKUN POWER EQUIPME SISKUN POWER EQUIPME SISKUN POWER EQUIPME	CREDIT FOR INV 479292 CHAINSAW REPLACEMENT PARTS V BELT, DEFLECTOR	ROADSIDE VEGETATION ROADSIDE VEGETATION ROADSIDE VEGETATION	-113.75 248.09 317.19
175407	SKAGIT SHOOTING RANG SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS POLICE TRAINING-FIREARMS	597.85 597.85
175408	SNO CO FINANCE	DIAGNOSE/REPAIR - V250	EQUIPMENT RENTAL	287.60
175409	SNO CO PUBLIC WORKS SNO CO PUBLIC WORKS	SOLID WASTE SERVICE - DEC 204	ROADSIDE VEGETATION SOLID WASTE OPERATIONS	236.00 248,257.00
175410	SOLID WASTE SYSTEMS	MUD FLAP FIXTURES	EQUIPMENT RENTAL	877.96
175411	SOUND PUBLISHING	APPLICATION PUBLISHING	COMMUNITY DEVELOPMENT-GENL	60.20
175412	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-GENL	58.48
175413	SOUND PUBLISHING	CITY ORDINANCES	CITY CLERK	80.96
175414	SOUND SAFETY	FACILITIES UNIFORM	FACILITY MAINTENANCE	163.92
175415	STANTON, GARY & DORO	UB REFUND	WATER/SEWER OPERATION	2,143.27
175416	SUBURBAN PROPANE	PROPANE - JENNINGS PARK OFFICE	PARK & RECREATION FAC	1,754.97
175417	SUPERIOR RESTROOMS SUPERIOR RESTROOMS	PORTABLE RESTROOM CLEANING	ROADSIDE VEGETATION ROADSIDE VEGETATION	142.22 142.22
175418	TATHAM, MICHAEL	CONSERVATION REBATE	UTIL ADMIN	50.00
175419	TAYLOR, DANIEL	REFEREES FOR BASKETBALL	RECREATION SERVICES	905.00
175420	THOMAS, DEREK	REIMBURSEMENT - TEST/REGISTRATION	UTIL ADMIN	20.00
175421	THWEATT, AMANDA	REFUND - BALLET	PARKS-RECREATION	12.00
175422	TRUE NORTH EQUIPMENT	SLIDE TRACK	EQUIPMENT RENTAL	5,412.16
175423	TXLEY INC TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION DETENTION & CORRECTION	65.42 432.02

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175424	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	72.04
175425	USA BLUEBOOK	PLANT SUPPLIES	SOURCE OF SUPPLY	2,053.62
175426	VANDERWALKER, M	REIMBURSEMENT - MILEAGE	POLICE ADMINISTRATION	51.22
175427	VERIZON	AMR LINES	METER READING	462.37
175428	VERMEER MOUNTAIN	RECYCLING EVENT	ROADSIDE VEGETATION	1.10
175429	VESTIS GROUP INC. VESTIS GROUP INC. VESTIS GROUP INC. VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL	38.59 38.59 58.80 58.80
175430	VESTIS GROUP INC. VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE OPERA HOUSE	231.68 286.00
175431	WADE, LAURIE	UB REFUND	GARBAGE	243.32
175432	WASTE MANAGEMENT WASTE MANAGEMENT	SPRCIAL SOLID WASTE SERVICE RECYCLING SERVICE - DEC 2024	WASTEWATER TREATMENT RECYCLING OPERATION	2,920.89 529,879.16
175433	WASTE MANAGEMENT	SOLID WASTE SERVICE	WASTEWATER TREATMENT PLNT	2,430.06
175434	WESTERN MECHANICAL	QTRLY MAINTENANCE - HVAC	FACILITY MAINTENANCE	12,300.94
175435	WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR WHISTLE WORKWEAR	CREDIT FOR INV2010017420 UNIFORM - POTTER UNIFORM - CRAVEN UNIFORM - GLASSBURN UNIFORM - GRANT UNIFORM - GANT UNIFORM - VONGSA UNIFORM - LUNA UNIFORM - GANT UNIFORM - MARTINSON UNIFORM - CRAVEN UNIFORM - PHIPPS UNIFORM - POTTER	UTIL ADMIN UTIL ADMIN UTIL ADMIN CUSTODIAL SERVICES UTIL ADMIN UTIL ADMIN UTIL ADMIN CUSTODIAL SERVICES UTIL ADMIN UTIL ADMIN UTIL ADMIN UTIL ADMIN UTIL ADMIN UTIL ADMIN UTIL ADMIN UTIL ADMIN UTIL ADMIN UTIL ADMIN SOLID WASTE OPERATIONS UTIL ADMIN	-168.14 158.22 168.14 168.14 168.14 173.06 178.01 180.00 217.59 217.59 224.49 250.00 250.00 250.00
175436	WHITNEY EQUIPMENT CO	ANALYZER PARTS	SUNNYSIDE FILTRATION PLANT SUNNYSIDE FILTRATION PLANT	156.61 376.62
175437	WIGGINS, JAKE	TRAINING REIMBURSEMENT	POLICE INVESTIGATION	515.49
175438	WITHEY, XIOMARA	UTILITY TAX REBATE - 2025	NON-DEPARTMENTAL	51.71
175439	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	44.42
175440	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	158.75
175441	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	136.07
175442	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	63.61
175443	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	77.79
175444	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	62.84

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175445	ZIPLY FIBER	PHONE SERVICE	POLICE ADMINISTRATION	51.04
	ZIPLY FIBER		POLICE PATROL	51.04
	ZIPLY FIBER		COMMUNICATION CENTER	51.04
	ZIPLY FIBER		UTILITY BILLING	51.04
	ZIPLY FIBER		GENERAL SERVICES - OVERHEAD	51.04
	ZIPLY FIBER		GOLF ADMINISTRATION	51.04
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-GENL	102.08
175445	ZIPLY FIBER	PHONE SERVICE	DETENTION & CORRECTION	102.08
	ZIPLY FIBER		OFFICE OPERATIONS	102.08
	ZIPLY FIBER		GOLF ADMINISTRATION	102.08
	ZIPLY FIBER		CITY HALL	153.13
	ZIPLY FIBER		RECREATION SERVICES	204.17
	ZIPLY FIBER		WASTEWATER TREATMENT PLNT	255.21
	ZIPLY FIBER		UTIL ADMIN	255.21
175446	ZIPLY FIBER	PHONE SERVICE	POLICE ADMINISTRATION	47.67
	ZIPLY FIBER		POLICE PATROL	47.67
	ZIPLY FIBER		COMMUNICATION CENTER	47.67
	ZIPLY FIBER		UTILITY BILLING	47.67
	ZIPLY FIBER		GENERAL SERVICES - OVERHEAD	47.67
	ZIPLY FIBER		GOLF ADMINISTRATION	47.67
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-GENL	95.34
	ZIPLY FIBER		DETENTION & CORRECTION	95.34
	ZIPLY FIBER		OFFICE OPERATIONS	95.34
	ZIPLY FIBER		GOLF ADMINISTRATION	95.34
	ZIPLY FIBER		CITY HALL	143.05
	ZIPLY FIBER		RECREATION SERVICES	190.69
	ZIPLY FIBER		WASTEWATER TREATMENT PLNT	238.36
	ZIPLY FIBER		UTIL ADMIN	238.36
175447	ZIPLY FIBER	PHONE SERVICE	POLICE ADMINISTRATION	49.40
	ZIPLY FIBER		POLICE PATROL	49.40
	ZIPLY FIBER		COMMUNICATION CENTER	49.40
	ZIPLY FIBER		UTILITY BILLING	49.40
	ZIPLY FIBER		GENERAL SERVICES - OVERHEAD	49.40
	ZIPLY FIBER		GOLF ADMINISTRATION	49.40
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-GENL	98.81
	ZIPLY FIBER		DETENTION & CORRECTION	98.81
	ZIPLY FIBER		OFFICE OPERATIONS	98.81
	ZIPLY FIBER		GOLF ADMINISTRATION	98.81
	ZIPLY FIBER		CITY HALL	148.22
	ZIPLY FIBER		RECREATION SERVICES	197.62
	ZIPLY FIBER		WASTEWATER TREATMENT PLNT	247.02
	ZIPLY FIBER		UTIL ADMIN	247.02
WARRANT TOTAL:				1,459,152.14
ZIPLY FIBER	VOID	INITIATOR ERROR	174739	\$136.58
WARRANT TOTAL:				\$1,459,015.56

REASON FOR VOIDS:
INITIATOR ERROR
CHECK LOST/DAMAGED
UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: February 10, 2025 Payroll in the Amount of \$2,084,537.46 Paid by EFT Transactions and Check Numbers 35557 through 35570

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: February 12, 2025, Claims in the Amount of \$1,390,978.07
Paid by EFT Transactions and Check Numbers 175448
through 175736 with Check Number 175381 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[021225.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 2/12/2025 TO 2/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
175448	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	100,844.05
175449	BOYD, RAE	NURSE SERVICES	DETENTION & CORRECTION	4,550.00
	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	45,150.00
175450	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	75.90
	A & A LANGUAGE SERV		COURTS	116.82
	A & A LANGUAGE SERV		COURTS	123.20
	A & A LANGUAGE SERV		COURTS	126.06
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	202.69
	A & A LANGUAGE SERV		COURTS	230.03
175451	AIRGAS INC	CALIBRATION GAS	SOLID WASTE OPERATIONS	322.18
	AIRGAS INC		WATER DIST MAINS	322.19
175452	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	90.69
	ALEXANDER PRINTING	ENVELOPES	PROBATION	147.16
	ALEXANDER PRINTING	BUSINESS CARDS	EMBEDDED SOCIAL WORKER	201.93
175453	AM TEST INC	CARBON WATER	WASTE WATER TREATMENT	35.00
175454	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	15.81
	AMERICAN CLEANERS		DETENTION & CORRECTION	47.69
	AMERICAN CLEANERS		POLICE ADMINISTRATION	53.11
	AMERICAN CLEANERS		PRO ACT TEAM	127.84
	AMERICAN CLEANERS		POLICE PATROL	378.69
175455	ANDERSON, GILLIAN	REFUND - LINE DANCING	PARKS-RECREATION	14.00
175456	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	740.00
175457	ARANYA HOME SOLUTION	REFUND PERMIT FEE - MECHANICAL	NON-BUS LICENSES AND	112.00
175458	ARC SERVICES LLC	DEFENSIVE TACTICS TRAINING	POLICE TRAINING-FIREARMS	2,350.00
175459	ARG INDUSTRIAL	WASH OUT HOSES	STREET CLEANING	307.08
175460	ARKELL, LINDSEY	REFUND - BALLET/TAP	PARKS-RECREATION	14.00
175461	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	38.75
175462	ASHURALIEVA, HILOLA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175463	ASTOUND BUSINESS	I-NET, FIBER MAINTENANCE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
175464	AUDIO TINT FORCE	WINDOW TINTING	POLICE PATROL	370.87
	AUDIO TINT FORCE		POLICE PATROL	370.87
	AUDIO TINT FORCE	WINDOW TINTING	POLICE PATROL	370.87
175465	AYERS, TOM & MARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.87
175466	BACHTA, ANA KAREN	REFUND - CREATIVE DANCE	PARKS-RECREATION	8.00
175467	BALK, MEGAN		PARKS-RECREATION	8.00
175468	BELISLE, TERI	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175469	BENDER, JULIA	REFUND - UKULELE	PARKS-RECREATION	16.00
175470	BENNETT, TRICIA		PARKS-RECREATION	16.00
175471	BERG, JENNIFER	REFUND - BARN RENTAL	PARKS-RECREATION	115.00
175472	BICKFORD FORD	SENSORS, MOUNTS	ER&R	100.63
	BICKFORD FORD	BRAKE ROTORS	ER&R	144.39
	BICKFORD FORD	SERPENTINE BELTS	ER&R	207.42
	BICKFORD FORD	BRAKE ROTORS	ER&R	433.16
	BICKFORD FORD	SENSORS	ER&R	754.70
	BICKFORD FORD	VALVES, WIPERS	ER&R	899.01

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/12/2025 TO 2/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
175472	BICKFORD FORD	J080 FORD F550	EQUIPMENT RENTAL	32,499.22
	BICKFORD FORD		EQUIPMENT RENTAL	85,000.00
175473	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,776.51
175474	BIO CLEAN, INC	DECON CELL	DETENTION & CORRECTION	492.30
	BIO CLEAN, INC	DECONTAMINATION OF BIOMATERIAL	DETENTION & CORRECTION	492.30
175475	BOERSEMA, LINDA	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175476	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	403.20
175477	BOTHELL MUNICIPAL	BAIL POSTED - EUFEMIO	GENERAL FUND	200.00
	BOTHELL MUNICIPAL	BAIL POSTED - SNYDER	GENERAL FUND	200.00
175478	BOWE, GREG	REFUND - LINE DANCING	PARKS-RECREATION	14.00
175479	BOWER, DAVID	UTILITY TAX REBATE	NON-DEPARTMENTAL	19.96
175480	BRADLEY, JOANN	6927 53RD PL NE	GARBAGE	240.00
	BRADLEY, JOANN		WATER/SEWER OPERATION	646.86
175481	BROUWER, JONNA	REFUND - YOGA	PARKS-RECREATION	10.00
175482	BRUNSON, LISA	REFUND - SEW TOGETHER	PARKS-RECREATION	7.69
175483	BURTON, LINDA	REFUND - YOGA	PARKS-RECREATION	10.00
175484	BUTTS, MEGAN	REFUND - BALLET/TAP	PARKS-RECREATION	14.00
175485	CALDWELL, DANIEL	REFUND - OUTDOOR NATURE	PARKS-RECREATION	30.00
175486	CAMPBELL, REBECCA	REFUND - YOGA	PARKS-RECREATION	10.00
175487	CANTU, AMBER	REFUND - ACRO FOUNDATION	PARKS-RECREATION	24.00
175488	CANTU, ANA	REFUND - CROCHET CLASS	PARKS-RECREATION	14.00
175489	CARPENTER, CATHY	REFUND - YOGA	PARKS-RECREATION	10.00
175490	CENTRAL WELDING SUPP	GLOVES	ER&R	1,058.64
175491	CERUTI, PAT	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.14
	CERUTI, PAT		UTIL ADMIN	62.47
	CERUTI, PAT		UTIL ADMIN	232.92
175492	CETINA, MARTHA	REFUND - YOGA	PARKS-RECREATION	10.00
175493	CHARM-TEX, INC.	JAIL SUPPLIES, GLOVES	GENERAL FUND	-51.65
	CHARM-TEX, INC.		DETENTION & CORRECTION	601.15
175494	CHICAGO TITLE INSURANCE	PARTIAL RECONVEYANCE FEE	GMA - STREET	494.55
175495	CHU, SHIRLEY	REFUND - OUTDOOR NATURE	PARKS-RECREATION	30.00
175496	CHUUKESSE NATIVE LANG	INTERPRETER SERVICE	COURTS	160.00
175497	CLEMETSON, VINCE	UB REFUND	WATER/SEWER OPERATION	145.17
175498	CLERICO, MELINDA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175499	CML SECURITY, LLC	RELOCATION OF CAMERAS	DETENTION & CORRECTION	1,293.65
175500	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
175501	COLOMBINI, ANNETTE	REFUND - CROCHET CLASS	PARKS-RECREATION	5.00
175502	COOLEY, MICHAEL	REFUND - LINE DANCING	PARKS-RECREATION	14.00
175503	CORE & MAIN LP	STORTZ ADAPTERS W/CAPS	HYDRANTS INSTALLATION	457.91
	CORE & MAIN LP	WATER METERS	METER READING	16,046.79
	CORE & MAIN LP		METER READING	22,547.34
175504	COUNCIL, LACY	REFUND - PRE-JUNIOR ACRO/MOVEMENT	PARKS-RECREATION	12.00
175505	COUNTRY SUPPLIER	PRY BAR	WATER DIST MAINS	21.86
	COUNTRY SUPPLIER	UNIFORM - CLOSE	GENERAL	96.25
	COUNTRY SUPPLIER	UNIFORM - MALLAHAN	UTIL ADMIN	131.18
	COUNTRY SUPPLIER	UNIFORM - BOND	UTIL ADMIN	198.54
	COUNTRY SUPPLIER	UNIFORM - MALLAHAN	UTIL ADMIN	212.64
	COUNTRY SUPPLIER	UNIFORM - BOND	UTIL ADMIN	250.00
175506	CRANE, SHAUNA	WATER/SEWER CONSERVATION REBATE	UTIL ADMIN	50.00
175507	DAILY JOURNAL OF COM	ADVERTISEMENT	PW ADMIN CAP PROJECT	307.40
175508	DANFORD, JESSICA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175509	DANIELS, DON	UTILITY TAX REBATE	NON-DEPARTMENTAL	88.01

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/12/2025 TO 2/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
175510	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	75.00
175511	DAVIDSON, LARA	REFUND - OUTDOOR NATURE	PARKS-RECREATION	30.00
175512	DAY WIRELESS SYSTEMS	CERTIFICATIONS	POLICE PATROL	136.75
175513	DE LA CRUZ, CAROL	REFUND - YOGA	PARKS-RECREATION	10.00
175514	DE LA CRUZ, MITZY	REFUND - CREATIVE DANCE	PARKS-RECREATION	8.00
	DE LA CRUZ, MITZY	REFUND - YOGA	PARKS-RECREATION	8.00
175515	DENNEY, Nanci	REFUND - DAMAGE DEPOSIT	GENERAL FUND	500.00
175516	DEVEREUX, SARAH	REFUND - YOGA	PARKS-RECREATION	10.00
175517	DIAS, SHANNON & CLAR	UB REFUND	WATER/SEWER OPERATION	266.80
175518	DICKS TOWING	TOWING 24-2713	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-64842	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-5074	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-5999	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-6045	POLICE PATROL	77.54
175519	DOBBS PETERBILT	HEATER CORE ASSEMBLY - J031	EQUIPMENT RENTAL	475.55
	DOBBS PETERBILT	ENGINE REPAIR/PARTS	EQUIPMENT RENTAL	32,387.53
175520	DOMINGUEZ, YESS	REFUND - SEW TOGETHER	PARKS-RECREATION	7.69
175521	DURAZO, JHOVANNA	REFUND - CROCHET CLASS	PARKS-RECREATION	14.00
175522	E&E LUMBER	INSULATION	SIDEWALK MAINTENANCE	13.07
	E&E LUMBER	PAINT	COMMUNITY SERVICES UNIT	34.26
	E&E LUMBER	DEICER SPRAY	POLICE PATROL	192.59
175523	EAGLE FENCE	FENCE REPAIR	ROADSIDE VEGETATION	3,829.00
175524	EARLY, HOLLY	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175525	EAST JORDAN IRON WORK	VALVE MAINTENANCE	WATER DIST MAINS	304.83
175526	ECO ELECTRIC & PLUMB	REFUND PERMIT FEE - ELECTRICAL	COMMUNITY DEVELOPMENT	112.00
175527	ENSOR, BROOKE	REFUND - CREATIVE DANCE	PARKS-RECREATION	8.00
175528	ENTERPRISE RENTAL	RENTAL VEHICLE	POLICE PATROL	162.34
175529	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
175530	EVERETT OFFICE	CHAIR DELIVER/ASSEMBLY	POLICE PATROL	164.10
175531	EVERETT TIRE & AUTO	TIRES	ER&R	2,911.30
175532	EVERETT, CITY TREAS	WATER FILTRATION CHARGES	SOURCE OF SUPPLY	250,123.52
175533	FAIRFIELD, RICHARD	REFUND - RHODODENDRON PERMIT	PARKS-RECREATION	30.00
175534	FEDEX	SHIPPING SERVICE	WATER QUAL TREATMENT	92.35
	FEDEX	POSTAGE - MAILING PACKAGE	TRANSPORTATION	222.36
175535	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	9,300.00
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	53,700.00
175536	FERGUSON ENTERPRISES	SERVICE CHARGE	WATER FILTRATION PLANT	94.03
	FERGUSON ENTERPRISES	METER WRENCHES	ER&R	564.46
175537	FERGUSON, LISA	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175538	FIRST AMERICAN TITLE	TITLE REPORT - UPDATE	GMA - STREET	384.65
175539	FIRST AMERICAN TITLE	TITLE REPORT UPDATE	GMA - STREET	384.65

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/12/2025 TO 2/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
175540	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	440.00
175541	FOUND THERAPY SERVICE	WELLNESS SESSIONS	POLICE ADMINISTRATION	2,940.00
175542	FRANCOTYP-POSTALIA	POSTAGE MACHINE METER RENTAL	LEGAL - PROSECUTION	2.30
	FRANCOTYP-POSTALIA		MUNICIPAL COURTS	2.30
	FRANCOTYP-POSTALIA		COMMUNITY	2.30
	FRANCOTYP-POSTALIA		PARK & RECREATION FAC	2.30
	FRANCOTYP-POSTALIA		COMPUTER SERVICES	2.30
	FRANCOTYP-POSTALIA		CITY CLERK	2.31
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	2.31
	FRANCOTYP-POSTALIA		FINANCE-GENL	2.31
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	2.31
	FRANCOTYP-POSTALIA		UTILITY BILLING	2.31
	FRANCOTYP-POSTALIA		CITY CLERK	17.15
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	17.15
	FRANCOTYP-POSTALIA		FINANCE-GENL	17.15
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	17.15
	FRANCOTYP-POSTALIA		UTILITY BILLING	17.15
	FRANCOTYP-POSTALIA		LEGAL - PROSECUTION	17.15
	FRANCOTYP-POSTALIA		MUNICIPAL COURTS	17.16
	FRANCOTYP-POSTALIA		COMMUNITY	17.16
	FRANCOTYP-POSTALIA		PARK & RECREATION FAC	17.16
	FRANCOTYP-POSTALIA		COMPUTER SERVICES	17.16
	FRANCOTYP-POSTALIA	MAIL MACHINE RENTAL	POLICE PATROL	42.27
175543	GAINES, DONALD	UB REFUND	WATER/SEWER OPERATION	347.38
175544	GALLAGHER, JACOB & E	UB REFUND	WATER/SEWER OPERATION	19.82
175545	GARCIA, GUSTAVO	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175546	GARCIA, ISABEL	REFUND - SEW TOGETHER	PARKS-RECREATION	7.69
175547	GARRISON, PAT	UTILITY TAX REBATE	NON-DEPARTMENTAL	75.61
175548	GEISE, DONNA	INSTRUCTOR PAYMENT	RECREATION SERVICES	162.00
175549	GENERAL PACIFIC, INC	DRONE, BATTERIES, BROADCASTING	POLICE PATROL	13,199.55
175550	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	843.30
175551	GILBERT, CLARE	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.18
175552	GLATTFELDER, KATIE	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175553	GLEISNER, DONNA	REFUND - DUMBBELL SMART	PARKS-RECREATION	10.00
	GLEISNER, DONNA	REFUND - YOGA	PARKS-RECREATION	10.00
175554	GODINA-GUILLEN, MARIE	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175555	GOVERNMENTJOBS.COM	RENEWAL	COMPUTER SERVICES	55,300.25
175556	GRAINGER	WASTE CANS	SOLID WASTE OPERATIONS	150.54
	GRAINGER	STILLY MEMBRANE PROJECT	WATER FILTRATION PLANT	421.27
	GRAINGER		WATER FILTRATION PLANT	459.59
	GRAINGER	LATEX GLOVES	WASTE WATER TREATMENT	612.20
	GRAINGER	FLASHLIGHTS, DRAIN GUARD, GLOVES	ER&R	1,058.91
175557	GRANITE CONST	MEASURING WHEEL	ROADWAY MAINTENANCE	215.40
175558	GREENSHIELDS INDS	SOCKETS	WATER DIST MAINS	150.75
175559	GRIFFEN LAW OFFICE	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	1,000.00
175560	GUILES, LAURA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00

CITY OF MARYSVILLE
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175561	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	207.40
175562	HACKER, EILIDH	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175563	HADLEY, VICKI	REFUND - YOGA	PARKS-RECREATION	20.00
175564	HAMBLIN, SARAH	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175565	HANSON, LOIS	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175566	HARDWICK, CHERYL	REFUND - GUITAR	PARKS-RECREATION	75.00
175567	HAVENS, JESSICA	REFUND - CHERRYWOOD PRESCHOOL	PARKS-RECREATION	16.39
	HAVENS, JESSICA		PARKS-RECREATION	16.39
175568	HAYNES, CHARLENE	REFUND - SEW TOGETHER	PARKS-RECREATION	7.69
175569	HD FOWLER COMPANY	OIL RESERVOIR PLUG	HYDRANTS	214.05
	HD FOWLER COMPANY	LOCATE FLAGS	ER&R	300.48
	HD FOWLER COMPANY	BRASS ADAPTERS	WATER/SEWER OPERATION	855.10
	HD FOWLER COMPANY	LOCATE PAINT	ER&R	1,200.42
	HD FOWLER COMPANY	WATER METER SETTER	WATER/SEWER OPERATION	2,242.18
	HD FOWLER COMPANY	GASKETS, BOLTS, VALVES	WATER DIST MAINS	4,732.47
	HD FOWLER COMPANY	BRASS WATER SERVICE PARTS	WATER/SEWER OPERATION	8,351.26
	HD FOWLER COMPANY		WATER/SEWER OPERATION	9,602.36
175570	HEALTH, DEPT OF	UNFILTERED ANNUAL REPORT	SOURCE OF SUPPLY	1,489.00
175571	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	498.60
175572	HERITAGE BANK	PAY ESTIMATE/RETAINAGE 1	UTILITY CONSTRUCTION	12,540.51
175573	HILL, JODY	REFUND - CROCHET CLUB	PARKS-RECREATION	14.00
	HILL, JODY	REFUND - UKULELE	PARKS-RECREATION	16.00
175574	HON COMPANY	NEW CHAIRS	POLICE PATROL	970.71
175575	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
175576	ICONIX WATERWORKS	BRASS WATER SERVICE PARTS	WATER/SEWER OPERATION	7,583.36
175577	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	144.00
175578	INTERMOUNTAIN LOCK	PADLOCKS	ER&R	503.20
175579	INTL ASSOC CHIEFS	MEMBER DUES - LAMOUREUX	POLICE ADMINISTRATION	220.00
175580	J. THAYER COMPANY		UTIL ADMIN	37.28
175581	JAGGAR, LARRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.12
175582	JALILI, BIJAN	PROTEM SERVICE	MUNICIPAL COURTS	925.00
175583	JAMESON, ELAINE	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175584	JONES, JESSICA	REFUND - CROCHET CLUB	PARKS-RECREATION	14.00
	JONES, JESSICA	REFUND - BABYSITTING BASICS	PARKS-RECREATION	30.00
175585	JULZ ANIMAL HOUS	SUPPLIES - MOLLY	POLICE ADMINISTRATION	18.13
175586	JUVINEL, KATIE	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175587	K LIMO LLC DBA KIND	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC & PERMITS	65.00
175588	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	2,297.00
175589	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
175590	KAUR GILL, ANOKH & H	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.38
175591	KELLEY, KATHRYN	REFUND - CROCHET CLASS	PARKS-RECREATION	5.00
175592	KELLEY, MARY	REFUND - YOGA	PARKS-RECREATION	10.00
175593	KIM, JAMIE S.	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
175594	KIM, MONICA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175595	KINMAN, BRIANNA	REFUND - CHERRYWOOD PRESCHOOL	PARKS-RECREATION	16.39
	KINMAN, BRIANNA		PARKS-RECREATION	16.39
175596	KLAUS, BERNADETTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.21
175597	KOPYEVA, KSENIA	REFUND - ACRO FOUNDATION	PARKS-RECREATION	12.00
175598	LANGE, SARAH	REFUND - SEW TOGETHER	PARKS-RECREATION	7.69

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175599	LASTING IMPRESSIONS	UNIFORM - LOGO	OPERA HOUSE	331.37
175600	LAUGHLIN, DEBORAH	REFUND - CREATIVE DANCE	PARKS-RECREATION	8.00
175601	LEATHERMAN, DAWN	REFUND - PRE-JUNIOR ACRO/MOVEMENT	PARKS-RECREATION	24.00
175602	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	50.00
175603	LGI HOMES WASHINGTON		WATER/SEWER OPERATION	25.00
175604	LINT, BECKY	REFUND - PRE-JUNIOR ACRO	PARKS-RECREATION	12.00
175605	LOOMIS	JAN 2025 ARMORED CAR SERVICE	UTILITY BILLING	-40.00
	LOOMIS		POLICE ADMINISTRATION	173.07
	LOOMIS		COMMUNITY	173.07
	LOOMIS		UTILITY BILLING	173.07
	LOOMIS		MUNICIPAL COURTS	173.07
	LOOMIS		GOLF ADMINISTRATION	346.40
175606	LOPEZ, REBECCA	REFUND - SEW TOGETHER	PARKS-RECREATION	7.69
175607	LOUZAO, LOREN	REFUND - DISCOVER ART	PARKS-RECREATION	13.00
175608	LOWES HIW INC	GATE LOCK	SOURCE OF SUPPLY	20.44
175609	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	154.28
	LYNN PEAVEY COMPANY		POLICE PATROL	405.69
175610	MADHUSOODHANAN, DIVY	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175611	MALAKOWSKI, ASHLEY		PARKS-RECREATION	14.00
	MALAKOWSKI, ASHLEY		PARKS-RECREATION	14.00
175612	MARTINEZ, KARINA	REFUND - PRE-JUNIOR ACRO/MOVEMENT	PARKS-RECREATION	12.00
175613	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	863.55
175614	MARYSVILLE, CITY OF	17906 43RD AVE NE	WATER FILTRATION PLANT	372.21
	MARYSVILLE, CITY OF	6302 152 ST NE	PARK & RECREATION FAC	562.90
	MARYSVILLE, CITY OF	15524 SMOKEY POINT BLVD	PARK & RECREATION FAC	980.27
175615	MASAI-ASPAAS, VALERI	REFUND - OUTDOOR NATURE	PARKS-RECREATION	30.00
175616	MATSON, ANGIE	REFUND - YOGA	PARKS-RECREATION	10.00
175617	MATTESON, NATALYA	REFUND - PRE-JUNIOR ACRO/MOVEMENT	PARKS-RECREATION	12.00
175618	MATTHEW BENDER & CO	WA CRIMINAL LAW	PROBATION	796.93
175619	MATTHIES, CASSIDY	REFUND - CUPID SHUFFLE	PARKS-RECREATION	15.00
	MATTHIES, CASSIDY		PARKS-RECREATION	25.00
175620	MCMAIL, AMANDA	REFUND - CHERRYWOOD PRESCHOOL	PARKS-RECREATION	16.39
	MCMAIL, AMANDA		PARKS-RECREATION	16.39
175621	MESSICK, DONNA	REFUND - PRE-JUNIOR ACRO	PARKS-RECREATION	12.00
175622	MEZICH, KELLY	REFUND - CROCHET CLASS	PARKS-RECREATION	28.00
175623	MINEAR, JENN	REFUND - YOGA	PARKS-RECREATION	10.00
175624	MOFFITT, JOANN	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175625	MONTANARI, ANGELICA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175626	MORRIS, ALICE	REFUND - DUMBBELL SMART	PARKS-RECREATION	10.00
175627	MPA	MPA CONFERENCE REGISTRATION	PROBATION	550.00
175628	MULLER, STEVE	NLC CITY CONFERENCE - FLORIDA	CITY COUNCIL	1,715.17
175629	NAPA AUTO PARTS	FILTERS	ER&R	532.83
	NAPA AUTO PARTS	FILTERS, WIPER BLADES, LENSES	ER&R	1,282.69
175630	NATION, ELDONNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.61
175631	NEEDHAM, STEVEN		NON-DEPARTMENTAL	93.62
175632	NEWELL, KATIE	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175633	NGUYEN, TRAN	REFUND - ACRO FOUNDATION	PARKS-RECREATION	12.00
175634	NICHOLS, CHRISTINA	REFUND - CROCHET CLUB	PARKS-RECREATION	14.00
175635	NORTH COAST ELECTRIC	COMPACT AC OUTPUT	WATER FILTRATION PLANT	1,647.87
175636	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,273.20
175637	ORRISS, FAITH	REFUND - SEW TOGETHER	PARKS-RECREATION	7.69
175638	OTT, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.38

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175639	PAPE MACHINERY	FUEL FILTER	ER&R	156.11
175640	PAULUS, HILARY	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175641	PETAJA, HOLLY	REFUND - ACRO FOUNDATION	PARKS-RECREATION	12.00
175642	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	156.60
175643	PIERCE, BETH	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175644	PLATZ, KATELYNN	REFUND - CROCHET	PARKS-RECREATION	14.00
	PLATZ, KATELYNN	REFUND - CROCHET CLASS	PARKS-RECREATION	14.00
175645	PNG MEDIA LLC	ADVERTISING	OPERA HOUSE	800.00
175646	POPE, GAIL	UTILITY TAX REBATE	UTIL ADMIN	62.47
	POPE, GAIL		NON-DEPARTMENTAL	85.71
	POPE, GAIL		UTIL ADMIN	296.23
175647	POSTAL SERVICE	POSTAGE - NEWSLETTER	NON-DEPARTMENTAL	6,199.19
175648	POTTER, BRENT	REIMBURSEMENT - CDL LICENSE	UTIL ADMIN	136.00
175649	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	50.40
175650	PRATER, BRANDI	REFUND - YOGA	PARKS-RECREATION	10.00
175651	PRATT, MILANA	REFUND - PRE-JUNIOR ACRO	PARKS-RECREATION	12.00
175652	PRIMACIO, KATIE	REFUND - BALLET/TAP	PARKS-RECREATION	14.00
175653	PROPST, SARAH	REFUND - YOGA	PARKS-RECREATION	10.00
175654	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 #205481823	GOLF ADMINISTRATION	35.81
	PUD	ACCT #202177861	PUMPING PLANT	37.40
	PUD	ACCT #201142155	TRANSPORTATION	48.69
	PUD	ACCT #223286667	METER READING	54.54
	PUD	ACCT #204829691	STREET LIGHTING	72.94
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	81.83
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	92.51
	PUD	ACCT #203996343	STREET LIGHTING	94.49
	PUD	ACCT #222592917	PARK & RECREATION FAC	95.87
	PUD	ACCT #221610405	STREET LIGHTING	120.12
	PUD	ACCT #202576112	STREET LIGHTING	143.35
	PUD	ACCT #202368197	PUMPING PLANT	193.28
	PUD	ACCT #220020531	STREET LIGHTING	224.16
	PUD	ACCT #203344585	STREET LIGHTING	228.91
	PUD	ACCT #200812808	PUMPING PLANT	407.36
	PUD	ACCT #200164598	SOURCE OF SUPPLY	482.91
	PUD	ACCT #202461554	SEWER LIFT STATION	733.91
	PUD	ACCT #202604203	STREET LIGHTING	1,980.31
	PUD	ACCT #201098969	PUMPING PLANT	2,012.33
	PUD	ACCT #202576112	STREET LIGHTING	2,723.74
	PUD	ACCT #202604203	STREET LIGHTING	2,970.48
175655	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	112.43
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	160.79
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	177.87
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	237.30
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	276.93
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	338.41
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	795.18
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	805.34

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175655	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	820.37
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	3,074.26
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	3,520.36
175656	PULTE HOMES OF WA	UB REFUND	WATER/SEWER OPERATION	62.22
175657	QUINTANA, YADIRA	REFUND - CROCHET CLASS	PARKS-RECREATION	14.00
175658	RALSTON, HAYLEY	REFUND - CREATIVE DANCE	PARKS-RECREATION	8.00
175659	RAMOS, KINDRA	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175660	RAMSEY, JEFFREY	REFUND - DISCOVER ART	PARKS-RECREATION	13.00
175661	RATANA ROSA SHURTZ	GENERAL BUSINESS LICENSE	GENL FUND BUS LIC & PERMITS	65.00
175662	RAVNSBORG, NANCY	REFUND - CROCHET CLASS	PARKS-RECREATION	5.00
175663	REICHART, LEAH	REFUND - PRE-JUNIOR ACRO/MOVEMENT	PARKS-RECREATION	12.00
175664	RIGHT SYSTEMS, INC.	SOFTWARE/HARDWARE MAINTENANCE	IS REPLACEMENT ACCOUNTS	38,014.14
175665	RITTALER, BREE	REFUND - CHERRYWOOD PRESCHOOL	PARKS-RECREATION	16.39
	RITTALER, BREE		PARKS-RECREATION	16.39
175666	ROBINSON, HEATHER	REFUND - YOGA	PARKS-RECREATION	10.00
175667	ROCKET MORTGAGE, LLC	REIMBURSEMENT - RECORDING FEE	GMA - STREET	304.50
175668	RODIECK, SUSAN	REFUND - YOGA	PARKS-RECREATION	10.00
175669	ROGERS, CHELSIE		PARKS-RECREATION	10.00
175670	RUSSELL, MARGARET		PARKS-RECREATION	10.00
175671	RWC INTERNATIONAL	FUEL, FILTER, WATER SEPARATOR	ER&R	265.80
	RWC INTERNATIONAL	FILTER, SEPARATOR	ER&R	725.69
175672	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	395.08
175673	SAFEWAY INC.		DETENTION & CORRECTION	47.00
175674	SALSBERY, BREIA	REFUND - DISCOVER ART	PARKS-RECREATION	13.00
175675	SANCHEZ, SOFIA		PARKS-RECREATION	13.00
175676	SANTOS, ALYSSA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175677	SCHLOSSER, JEREMY	REFUND PERMIT FEE - ELECTRICAL	COMMUNITY DEVELOPMENT	168.00
175678	SCHLOTFELDT, JERI	REFUND - YOGA	PARKS-RECREATION	10.00
175679	SCHMIDT, WILMA	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.98
	SCHMIDT, WILMA		UTIL ADMIN	62.47
	SCHMIDT, WILMA		UTIL ADMIN	232.92
175680	SCHUELLER, MAGGIE	REFUND - CROCHET CLUB	PARKS-RECREATION	10.00
175681	SCORE	HOUSING - SCORE	DETENTION & CORRECTION	25,509.31
175682	SHELDON, JESSICA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175683	SHIRI-WASTO, MAUREEN	REFUND - PRE-JUNIOR ACRO	PARKS-RECREATION	12.00
	SHIRI-WASTO, MAUREEN		PARKS-RECREATION	12.00
175684	SIMPSON, CARROLL	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175685	SINDALL, MARISSA	REFUND - PRE-JUNIOR ACRO	PARKS-RECREATION	12.00
175686	SKYLAR PLUMBING LLC	REFUND PERMIT FEE - PLUMBING	NON-BUS LICENSES AND	272.00
175687	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-75.37
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		YOUTH SERVICES	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL	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		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70

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175687	SMARSH INC	TEXT MESSAGE ARCHIVING	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	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	86.35
	SMARSH INC		POLICE INVESTIGATION	102.05
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		POLICE ADMINISTRATION	117.75
	SMARSH INC		WASTE WATER TREATMENT	117.75
	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
175688	SMITH, LISA	REFUND - DUMBBELL SMART	PARKS-RECREATION	10.00
175689	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,216.49
175690	SNO PUBLIC DEFENDER	RALJ ATTORNEY TIME - JLBROWN	PUBLIC DEFENSE	594.00
	SNO PUBLIC DEFENDER	TRANSCRIPTION - TRIAL/SENTENCING	PUBLIC DEFENSE	1,850.00
	SNO PUBLIC DEFENDER	RALJ ATTORNEY TIME - DBROWN	PUBLIC DEFENSE	3,850.00
175691	SNOHOMISH CO 911	MONTHLY MEMBER ASSESSMENTS	COMMUNICATION CENTER	103,932.42
175692	SONITROL	ALARM SYSTEM L& I/AFFIDAVIT	GOLF CAPITAL OUTLAY	87.52
	SONITROL	ALARM SYSTEM - CELL COMMUNICATION	GOLF CAPITAL OUTLAY	189.31
	SONITROL	ALARM SYSTEM INSTALLATION	GOLF CAPITAL OUTLAY	9,902.89
175693	SOUND SAFETY	UNIFORM - LANGDON	GENERAL	183.61
	SOUND SAFETY	UNIFORM - VENNES	GENERAL	243.72
	SOUND SAFETY	UNIFORM - CLOSE	GENERAL	250.00
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	482.76
175694	SPENCER, BRANDI	REFUND - ACRO FOUNDATION	PARKS-RECREATION	12.00
175695	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE	UTILITY CONSTRUCTION	-12,540.51
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	250,810.19
175696	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	252.00
	STATE PATROL	ADVANCE INVESTIGATION TRAINING	POLICE TRAINING-FIREARMS	423.13
175697	STCLAIR, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	86.42
175698	STOCKBURGER, CHELSEA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175699	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
175700	SUNRISE ENVIRONMENT	AEROSOL GRAFFITI REMOVER	ER&R	1,983.27
175701	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	PARK & RECREATION FAC	195.00
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	455.00
175702	TAYLOR, DANIEL	REFEREE - BASKETBALL	RECREATION SERVICES	780.00
	TAYLOR, DANIEL		RECREATION SERVICES	825.00

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175703	TEERLINK, AHREN	REFUND - BALLET/TAP	PARKS-RECREATION	14.00
175704	THOMSON REUTERS	ONLINE/SOFTWARE SUBSCRIPTION CHARGES	LEGAL-GENL	858.91
	THOMSON REUTERS		LEGAL - PROSECUTION	858.91
175705	THWEATT, AMANDA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175706	TOWNER, NORA	REFUND - CREATIVE DANCE	PARKS-RECREATION	8.00
	TOWNER, NORA		PARKS-RECREATION	8.00
175707	TRANSUNION RISK & AL	INVESTIGATION TOOL	POLICE INVESTIGATION	489.75
175708	TRUE NORTH EQUIPMENT	CURROTO CAN PARTS	ER&R	155.63
	TRUE NORTH EQUIPMENT	CYLINDER	ER&R	1,121.77
175709	TUBBS, KIM	REFUND - YOGA	PARKS-RECREATION	10.00
175710	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	796.24
175711	VALADEZ, MARCOS	REFUND PERMIT FEE - PLUMBING	NON-BUS LICENSES AND	92.40
175712	VANDUINE, BEN	REFUND - BALLET/TAP	PARKS-RECREATION	14.00
175713	VELEZ, JEANNE	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175714	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	80.02
	VERIZON		POLICE INVESTIGATION	360.15
	VERIZON		POLICE PATROL	2,190.34
175715	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	231.68
175716	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	544.50
	WA STATE TREASURER		GENERAL FUND	51,363.25
175717	WA STATE TREASURER	FORFEITURES/DEFAULTS	DRUG SEIZURE	4,476.13
175718	WEBB, ERIKA	REFUND - PRE-JUNIOR ACRO/MOVEMENT	PARKS-RECREATION	12.00
175719	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	420.00
175720	WEISS, SHARON	REFUND - LINE DANCING	PARKS-RECREATION	7.00
175721	WELLMAN, MEGAN	REFUND - PRE-JUNIOR ACRO/MOVEMENT	PARKS-RECREATION	24.00
175722	WENTWORTH, RANDALL	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.70
175723	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	511.20
175724	WETMORE, MARY	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
175725	WHISTLE WORKWEAR	UNIFORM - HEYERDAHL	GENERAL	133.52
	WHISTLE WORKWEAR	UNIFORM - SANDRE	GENERAL	133.52
	WHISTLE WORKWEAR	UNIFORM - WALKER	GENERAL	143.41
	WHISTLE WORKWEAR	UNIFORM - ERICKSON	UTIL ADMIN	154.29
	WHISTLE WORKWEAR	UNIFORM - HEYERDAHL	GENERAL	163.17
	WHISTLE WORKWEAR	UNIFORM - REMLE	GENERAL	174.05
	WHISTLE WORKWEAR	UNIFORM - ERICKSON	UTIL ADMIN	178.01
	WHISTLE WORKWEAR	UNIFORM - WOODS	GENERAL	185.92
	WHISTLE WORKWEAR	UNIFORM - PIKE	GENERAL	192.84
	WHISTLE WORKWEAR	UNIFORM - HUDON	GENERAL	207.68
	WHISTLE WORKWEAR	UNIFORM - KINNEY	GENERAL	227.48
	WHISTLE WORKWEAR	UNIFORM - WOODS	GENERAL	227.48
	WHISTLE WORKWEAR	UNIFORM - PIKE	GENERAL	232.42
	WHISTLE WORKWEAR	UNIFORM - LIEN	GENERAL	240.62
	WHISTLE WORKWEAR	UNIFORM - HEYERDAHL	GENERAL	250.00
	WHISTLE WORKWEAR	UNIFORM - HUDON	GENERAL	250.00
	WHISTLE WORKWEAR	UNIFORM - REMLE	GENERAL	250.00
	WHISTLE WORKWEAR	UNIFORM - WALKER	GENERAL	250.00
	WHISTLE WORKWEAR		GENERAL	286.80
	WHISTLE WORKWEAR	UNIFORM - LIEN	GENERAL	365.95
175726	WHITE CAP	BOTTLED WATER	MAINT OF GENL PLANT	917.12
175727	WHITTALL, CAROL	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.01
	WHITTALL, CAROL		UTIL ADMIN	62.47
	WHITTALL, CAROL		UTIL ADMIN	232.92

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/12/2025 TO 2/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
175728	WILLIAMS, LAURIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.05
175729	WOLDEGEORGIS, ALEMAY	REFUND METER INSTALL FEE	WATER-UTILITIES/ENVIRONMNT	190.00
175730	ZEBALLOS, JOANA	REFUND - CREATIVE DANCE	PARKS-RECREATION	8.00
175731	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	69.75
175732	ZIPLY FIBER	ACCT #3606534028	CITY HALL	143.35
175733	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	62.63
175734	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	75.19
175735	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	75.19
175736	ZUNIGA, DIANA	REFUND - CREATIVE DANCE	PARKS-RECREATION	8.00
WARRANT TOTAL:				<u><u>1,393,071.33</u></u>

STEVE MULLER	VOID	INITIATOR ERROR	175381	\$2,093.26
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<u>REASON FOR VOIDS:</u>	
INITIATOR ERROR	WARRANT TOTAL: <u>\$1,390,978.07</u>
CHECK LOST/DAMAGED	
UNCLAIMED PROPERTY	



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	February 24, 2025
SUBMITTED BY:	CD Director Haylie Miller, Community Development
ITEM TYPE:	Special Event Permit
AGENDA SECTION:	New Business
SUBJECT:	Delta Avenue Farmers Market
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to approve the Special Event Permit application for the Farmers Market on Delta Avenue.
SUMMARY:	Special Event Permit (SEP) in order to operate a Farmers Market on Delta Avenue, between 5th & 6th Street, and within Comeford Park, on Wednesday afternoons beginning May 28, 2025, through August 20, 2025. Setup would begin at 11AM and the market would operate from 2PM to 6PM, with dismantling beginning at 6PM. The SEP would require closing Delta Avenue, however, an approved access route for fire apparatus, including a minimum twenty (20) foot unobstructed emergency access will be provided. At the February 3, 2025 Work Session, Council requested staff notify surrounding property and business owners of the proposed SEP. Notice was sent to property owners and businesses located north of 4th Street, east of BNSF railway, south of 8th Street and and west of State Avenue. One comment was received from the property owner of 7th Street Plaza - 1402 7th Street, stating that they are in support of the Farmers Market, but had concerns about patron parking on private property. The applicant was able to obtain permission from Reset Church - 1410 8th Street, to utilize the existing gravel parking area for vendor and patron parking (E010). Additionally, the applicant provided responses to several parking questions (E011).

ATTACHMENTS:

E003 - Preliminary Site Plan - SEP24-005.pdf
E004 - Certificate of Insurance - SEP24-005.pdf
E005 - Vendor Map Layout- SEP24-005.pdf
E006 - Technical Review Comments - SEP24-005.pdf
E007 - Amended SEP Application - SEP24-005.pdf
E008 - Technical Review Response - SEP24-005.pdf
E009 - Notice to Property Owners and Businesses - SEP24-005.pdf
E010 - Reset Church Parking Agreement - SEP24-005.pdf
E011 - Correspondence - SEP24-005.pdf





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

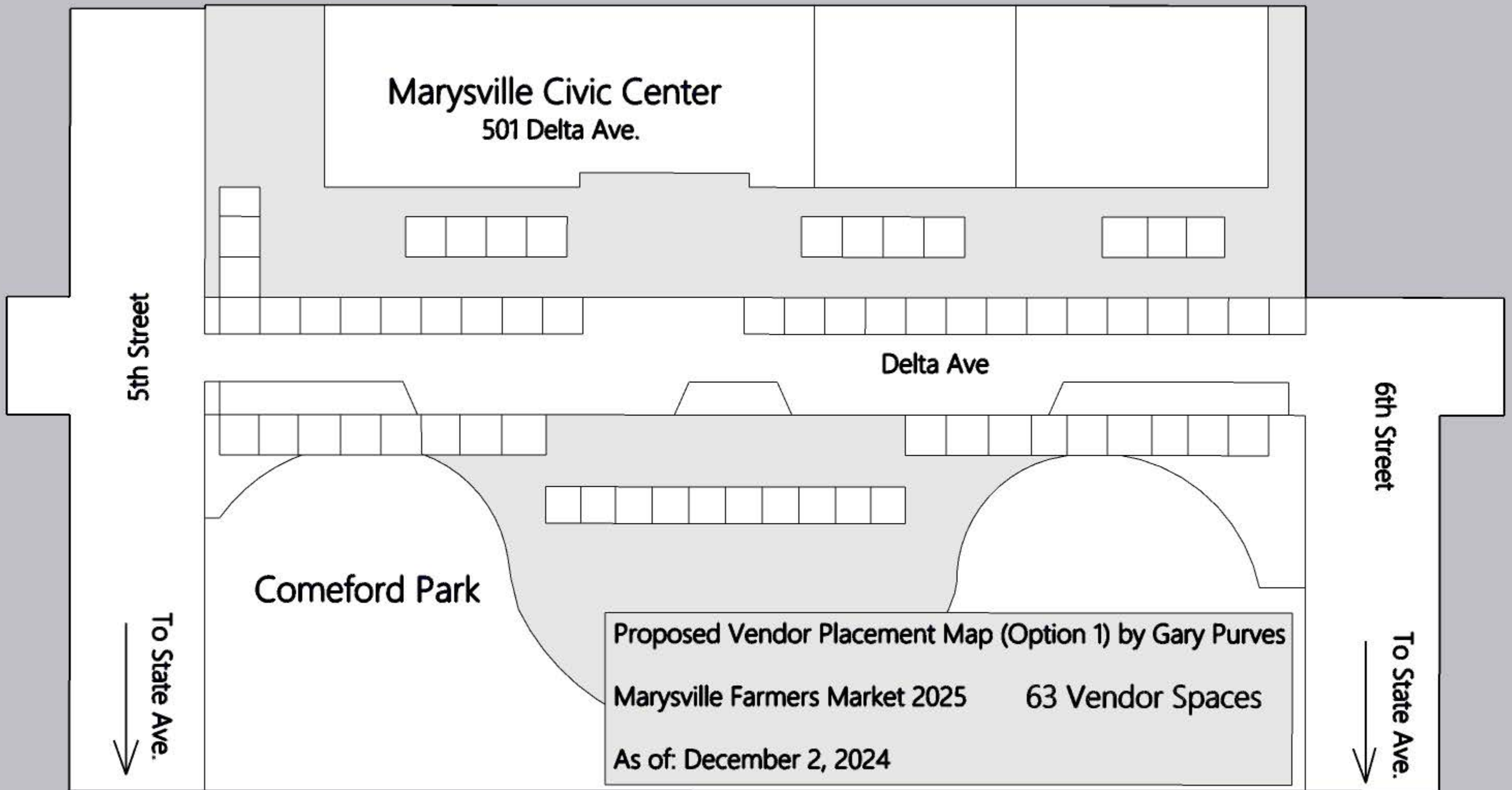
CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John C. Campbell

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From: [Jesse Birchman](#)
To: [Chris Holland](#)
Cc: [Jake Wetzel](#); [Jesse Hannahs](#); [Jeff Laycock](#)
Subject: RE: Delta Avenue Farmers Market - Special Event Permit (SEP24-005)
Date: Friday, January 10, 2025 7:56:37 AM

Chris,

The following comment(s) are provided regarding both Traffic and Street Maintenance perspectives.

- There are no specific Traffic comments or concerns regarding this proposal. Traffic volumes on this segment of Delta Ave are low enough that no specific detour plan or signing are required based on the availability parallel State Ave route.
- Type III traffic barricades shall be used to close both northern and southern limits of Delta Ave (total of 4 barricades). A physical barrier such as a obstructing vehicle or available removable traffic bollards shall also be used to the maximum extent feasible during vendor setup and teardown activities, and during the event. Based on low roadway volumes, specific road closure times using the barricades and physical barriers with Street Maintenance staff support can be coordinated after permit approval; potential overnight closure may be permitted based on later coordination.

Jesse Birchman, PE, PTOE | City of Marysville

Transportation Services Manager

(360) 363-8161 | jbirchman@marysvillewa.gov

-----Original Appointment-----

From: Chris Holland <CHolland@marysvillewa.gov>

Sent: Monday, December 23, 2024 11:38 AM

To: Chris Holland; Kim Bryant; Kaleb Callahan; Jason Crain; Darrin Douglas; Nate Dickey; Matthew Eyer; Dave Hall; Jesse Birchman; Jesse Hannahs; Danny Hagen; Tom Maloney; Brian Merkley; Susan Carver; Haylie Miller; Tara Mizell; Jake Wetzel; James Maples; Robert Lamoureux; Connie Mennie; Emily Tsan; Marisa Nishimura; pryan@mfdrra.org; Jeff Laycock; Jennifer Stapleton; Kristy Beedle

Subject: Delta Avenue Farmers Market - Special Event Permit (SEP24-005)

When: Friday, January 10, 2025 12:00 AM to Saturday, January 11, 2025 12:00 AM (UTC-08:00) Pacific Time (US & Canada).

Where: N/A - Request for Review



THIS IS NOT A MEETING INVITE – THIS IS A REQUEST FOR REVIEW (RFR) WITH COMMENTS REQUESTED TO BE RETURNED BY January 10, 2025	
File Number:	SEP24-005
Project Title:	Delta Avenue Farmers Market
Project Description:	Special Event Permit (SEP) in order to operate a Farmers Market on Delat Avenue, between 5th & 6th Street and within Comfort Park, on Wednesday afternoon from 2:00PM to 6:00PM with set up at 11:00AM and tear down by 6:00PM, beginning on May 28, 2025 – August 20, 2025. Please note there is a discrepancy on the SEP Application related to set-up and tear down. In the narrative is states that Delta will be closed between 8:00 AM to 5:30 PM. According to the Special Event Permit Application the event will include: • Local and seasonal farm goods, orchard fruit, a variety of berries and artisanal processed foods, artists, and concessionaires. • "Music in the Market." • On July 9th & 23rd and August 6th, the market is proposed to close at 7:00PM. • The applicant has not provided any information related to what, if any, assistance is needed from City Staff. Please provide any comments or conditions for Council Consideration.
Applicant:	Gary Purves
Project Location:	Delta Avenue between 5 th & 6 th Street and Comfort Park.
Application Materials:	Delta Avenue Farmers Market Laserfiche: CoM\Community Development\Planning\SEP24-005 2025 Marysville Farmer's Market
Please return comments via e-mail to cholland@marysvillewa.gov on or before January 10, 2025 .	

If you have any questions regarding the SEP Application, please reach out directly to Mr. Purves at 425.422.5656, or gp.marysvillemarket@gmail.com.

Thank you,

Chris Holland | Planning Manager

CITY OF MARYSVILLE
Community Development Department
501 Delta Avenue
Marysville, WA 98270

360-363-8000 Office
360-363-8207 Direct Line

cholland@marysvillewa.gov
<http://marysvillewa.gov>

How are we doing? Please take our [survey](#) and let us know.



MARYSVILLE FIRE DISTRICT
REGIONAL FIRE AUTHORITY
Fire Marshal's Office
1635 Grove St. Marysville, WA 98270 - (360) 363-8500
MFInspectors@MFDRA.org - www.marysvillefiredistrict.org



To: Chris Holland, Planning Manager
From: Brian Merkley, Assistant Fire Marshal
Date: January 7, 2025
Subject: SEP24-005 ~ Delta Avenue Farmers Market ~ 5xx Delta Ave

I have completed a review of the documents provided for a proposed farmers market on Delta Ave to take place over 13 Wednesday afternoons from May 28th through August 20th.

Plans are recommended for APPROVAL subject to the following conditions and provisions:

1. All applicable activities shall comply with adopted fire code (2021 IFC), city design standards, and applicable NFPA standards. Please see fire code excerpts provided on pages 2 and 3 and use as a checklist.
2. **Food Trucks / Mobile Food Vendors:** Any mobile food vendor operating in Marysville that produces grease laden vapors shall possess a valid city of Marysville business license as well as an approved WSAFM food truck inspection form from any participating agency in WA State. https://wsafm.com/Food_Trucks
 - a. Food trucks based in the city of Marysville may request a fire inspection at no charge by calling 360-363-8525 and leave a voicemail. An inspector will contact you to make arrangements. 48 hours advance notice required.
 - b. Food trucks based outside of the city of Marysville may be subject to additional fees for inspection requests.
 - c. Event will be subject to random fire inspections. Any food truck found without proper documentation will be restricted from operation.
 - d. Applicant Mr. Purves shall submit list of food trucks who would like to operate at the event each week to MFInspectors@mfdra.org and include fire inspection status. Please provide list as soon as possible each week.
3. An approved access route for fire apparatus shall be provided for at all times. Minimum 20' unobstructed width required up to the north and south ends of Delta Ave with 5th and 6th Streets clear for emergency access.
4. Recommend immovable barriers for pedestrian protection within market area.
5. Applicant shall provide public safety plan per IFC 3106.4.1 (please see below for further information).
6. Tents or temporary membrane structures shall comply with the 2021 IFC Chapter 21 and be permitted per adopted fire code.
7. Portable fire extinguishers shall be provided and comply with IFC 906. A minimum of one 2A:10BC extinguisher shall be placed within 75' of any location within the event site.
8. Fire hydrants shall be clear and unobstructed at all times.
9. Hazardous materials shall comply with IFC Chapter 50 and other specific chapters. A separate fire permit and fire marshal approval is required for hazardous materials exceeding permit amounts (IFC 105).

10. Compressed gases shall comply with IFC Chapter 53.
11. Flammable and combustible liquids shall comply with IFC Chapter 57.
12. LP gas equipment installation and dispensing shall comply with IFC Chapter 61 requirements, and requires a separate fire permit and fire marshal approval. Tank installation requires approved clearances to roadways, drive aisle and parking areas. Vehicle protection and fire extinguisher will be required- to be reviewed during tank permitting.

SECTION 3106

OUTDOOR ASSEMBLY EVENTS

3106.1 Scope.

Outdoor assembly events shall comply with this section.

3106.2 General.

Outdoor assembly events shall be in accordance with this section and [Section 403.11](#). Temporary structures erected for outdoor assembly events shall comply with this chapter.

3106.2.1 Approval required.

Outdoor assembly events shall be *approved* by the *fire code official*.

3106.2.2 Permits.

An operational permit shall be required as set forth in [Section 105.5](#).

3106.2.3 Access.

An *approved* means of fire apparatus access shall be provided.

3106.2.3.1 Fire service features.

Unobstructed access to fire hydrants, drafting sources and other fire protection features shall be maintained at all times.

3106.3 Occupancy and means of egress.

The number and location of emergency egress and escape routes shall be *approved* by the *fire code official*.

3106.3.1 Occupant load.

The *fire code official* shall establish an *occupant load* for the event site.

3106.3.2 Maintenance of emergency egress and escape routes.

Emergency egress and escape routes shall be maintained at all times.

3106.4 Public safety for events.

Outdoor assembly events shall comply with [Sections 3106.4.1](#) through [3106.4.7](#).

3106.4.1 Public safety plan for gatherings.

A public safety plan shall be prepared where required by [Section 403.11.2](#). The public safety plan shall be submitted to the *fire code official* with the application for an operational permit as required by [Section 3106.2.2](#).

403.11.2 Public safety plan for gatherings.

Where the *fire code official* determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the *fire code official* shall have the authority to order the development of or prescribe a public safety plan that provides an *approved* level of public safety and addresses the following items:

1. Emergency vehicle ingress and egress.
2. Fire protection.

3. Emergency egress or escape routes.
4. Emergency medical services.
5. Public assembly areas.
6. The directing of both attendees and vehicles, including the parking of vehicles.
7. Vendor and food concession distribution.
8. The need for the presence of law enforcement.
9. The need for fire and emergency medical services personnel.
10. The need for a weather monitoring person.

3106.4.2 Weather monitoring person.

Where required by the *fire code official*, the event operator or agent shall designate one qualified individual to continuously monitor local weather reports, forecasts and conditions. Said person shall be responsible for initiating weather-related event mitigation activities, ordering the suspension or cancellation of the outdoor assembly event and issuing the evacuation signal in accordance with the *approved* public safety plan.

3106.4.3 Crowd managers.

Where events involve a gathering of more than 1,000 people, trained crowd managers shall be provided in accordance with [Section 403.11.3](#).

3106.4.4 Portable fire extinguishers.

Approved portable fire extinguishers complying with [Section 906](#) shall be provided and placed in locations *approved* by the *fire code official*.

3106.4.5 Smoking.

Smoking shall be permitted only in designated areas. Other areas shall have *approved* “No Smoking” signs conspicuously posted and maintained in accordance with [Section 310](#).

3106.4.6 Combustible vegetation.

Combustible vegetation that could create a fire hazard shall be removed from the outdoor assembly event area.

3106.4.7 Combustible refuse.

Combustible refuse shall be kept in noncombustible containers with tight-fitting or self-closing lids. Combustible refuse shall be removed from the event site at regular intervals to prevent an unsafe accumulation within the event site.

3106.5 Cooking appliances or devices.

Outdoor assembly events with concession stands or booths using cooking appliances or devices shall comply with [Sections 3106.5.1](#) through [3106.5.3](#).

3106.5.1 Separation from tents or structures.

Cooking appliances or devices that produce sparks or grease-laden vapors or flying embers (firebrands) shall not be used within 20 feet (6096 mm) of a *tent* or temporary structure.

Exceptions:

1. Designated cooking *tents* not occupied by the public when *approved* by the *fire code official*.
2. *Tents* or structures where cooking appliances are protected with an automatic fire-extinguishing system in accordance with [Section 904.13](#).

3106.5.2 Protection.

Cooking equipment using combustible oils or solids shall meet the following:

1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.

2. The equipment shall be placed on a noncombustible surface.
3. An *approved* portable fire extinguisher for protection from cooking grease fires shall be provided at a location *approved* by the *fire code official*.

3106.5.3 Liquefied petroleum gas (LP-gas).

The use of liquefied petroleum gas (LP-gas) shall be in accordance with [Chapter 61](#).

3106.6 Electrical equipment and wiring.

Outdoor assembly events with concession stands or booths using electrical equipment and temporary wiring for electrical power or lighting shall comply with the applicable provisions of [NFPA 70](#) and [Sections 3106.6.1](#) through [3106.6.3](#).

3106.6.1 Outdoor use.

Electrical equipment and wiring shall be *listed* and *labeled* for outdoor use.

3106.6.2 Generators.

Generators shall be installed not less than 10 feet (3048 mm) from combustible materials, and shall be isolated from the public by physical guard, fence or enclosure installed not less than 3 feet (914 mm) away from the internal combustion power source.

3106.6.3 Portable fire extinguishers.

Each generator shall be provided with an *approved* portable fire extinguisher complying with [Section 906](#).

SPECIAL EVENT PERMIT APPLICATION

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

FOR AGENCY USE	Date: January 21, 2025	File: SEP24-005	Fee: \$100.00
	NAME OF EVENT	PROPOSED DATES	
	Delta Avenue – Farmer’s Market	May 28 th – August 20 th	
	APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	Gary Purves		Gary Purves
Mailing Address	PO Box 120		
City, State, ZIP	Everett, WA 98206		
Phone (home/office)	425-422-5656		425-422-5656
Phone (cell)	Same		Same
E-mail	gp.marysvillemarket@gmail.com		gp.marysvillemarket@gmail.com
SITE INFORMATION			
Set-up date/time	May 28, 2025 - 11:00am (every Wednesday 5/28 – 8/20)	Dismantling Date & Time	August 20, 2025 - 6:00pm
Estimated number of participants	60+	Will admission fee be charged? (please note amount)	No
Will alcohol be served at event? (if yes please explain)	No. Marysville Farmers Market is currently licensed by the WSLCB to sample beer and wine and would like to continue, but the location may not allow.		
Type of activity planned (Describe event)	Seasonal Farmers Market – produce, tree fruit, arts & crafts, and concessions - and offering EBT and SNAP Match sales as well as WIC & Senior Food access with the Farmers Market Nutrition Program (FMNP & SFMNP).		
Location to be used (Describe area to be used, attach map/route plan)	Delta Ave. Marysville, from 5 th St to 6 th St; Comeford Park. Access to the Market is from either 5 th or 6 th St. east off of State Ave., and Delta Ave to the north and south. (See attached map)		
Detailed Description of Proposed Activities	Marysville Farmers Market seeks to engage the Marysville Community for thirteen (13) weeks on Wednesdays, mid-day, May 28 – August 20, 2025. In the course of the 4-hour window-of-operation, local and seasonal farm goods, orchard fruit, a wide variety of berries, value-added artisanal processed foods, artists, and concessionaires will ply their trade with their hand-crafted goods grown or made only in WA, while hot food concessions offer a variety of flavorful dishes. WIC (Women, Children, and Infants), SFMNP (Senior Farmers Market Nutrition Program), and EBT/SNAP Match (Electronic Benefits Transfer/Supplemental Nutrition Assistance Program with matching funds) will provide food access benefits to deliver an ‘equity for all’ platform of local and sustainable farm to table goodness. We will work directly with the City’s Parks Program to develop		

	'Music in the Market,' a busking opportunity for local musicians and their eclectic genres of uplifting music. Delta Avenue would be closed between 8:00 a.m., and 5:30 p.m. for set-up and tear down of canopies and product. This is a 'rain or shine' event; the Marysville Farmers Market reserves the right to cancel if inclement weather or any other inordinate event occurs during regular market hours or any days or hours leading up to the regular Market Day. Special Note: On July 9 & 23rd, as well as August 6, the market will close @ 7:00pm, and breakdown thereafter allowing for Concerts in the Park.
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	No.

From: [Gary Purves](#)
To: [Chris Holland](#); [Haylie Miller](#)
Subject: [External!] Re: Updated SEA Application
Date: Tuesday, January 21, 2025 5:47:02 PM

[CAUTION:] This email originated from outside the City of Marysville. **Do not click links or open attachments** unless you recognize the sender and know the content is safe. Contact helpdesk if you have any concerns or questions.

Special Event Permit Application: Fire Marshall Review. and comment.

Chris,

My apologies for not having sent this yesterday as I stated I would January 17. I experienced both computer and new printer problems enough so a trip to the repair shop was needed. Needless to say, my home office was out of service all day. I believe more attention may be required to certain areas of the Review prior to Council approval.

I have read through the conditions and provisions attached here. Please find my comments below. Some line items may require written response or planning beyond the scope of the intentions of this letter which was to provide comment.

The Marysville Farmers Market (MFM) will abide by the requirements for Food Trucks / Mobile Food Vendors as stated below, and will provide a weekly list of Food Trucks and Mobile Food Vendors

Any mobile food vendor operating in Marysville that produces grease laden vapors shall possess a valid city of Marysville business license as well as an approved WSAFM food truck inspection form from any participating agency in WA State. https://wsafm.com/Food_Trucks

This link underlined below is to be followed by the Marysville Farmers Market. As Opening Day arrives, a Weekly list of food trucks wishing to operate will be provided and include fire inspection status. MFInspectors@mfdafa.org

Included on the Weekly Vendor Map there will be an approved access route for fire apparatus which shall always be available. I will contact the Fire Marshall for requirements.

Every Vendor will provide proof their tent or temporary membrane structures comply with the 2021 IFC Chapter 21.

The Applicant (Gary Purves), shall provide a public safety plan per IFC 3106.4.1. The Safety Plan will be written and delivered separately from this document of conditions and provisions.

The (MFM) will comply with Items 6, 7, 8, 9, and 10 of the provisions and conditions attached below.

LP gas equipment installation and dispensing shall comply with IFC Chapter 61 (requires separate fire permit and fire marshal approval. Will be provided if required for this event.

SECTION 3106

OUTDOOR ASSEMBLY EVENTS

Where applicable (some of Section 3106 does not apply to the operation of the MFM), these and all other line items, #'s 3106.1 – 3106.6.2 shall be adhered to by the Marysville Farmers Market beginning May 28, 2025, and ending August 20, 2025.

https://codes.iccsafe.org/content/WAFC2021P1/chapter-1-scope-and-administration#WAFC2021P1_Pt01_Ch01_SubCh02_Sec105.5.5

https://codes.iccsafe.org/content/WAFC2021P1/chapter-1-scope-and-administration#WAFC2021P1_Pt01_Ch01_SubCh02_Sec105.5.38

https://codes.iccsafe.org/content/WAFC2021P1/chapter-1-scope-and-administration#WAFC2021P1_Pt01_Ch01_SubCh02_Sec105.5.49

The scope of the FM's Review covers considerable territory; I expect you will request further clarification or expanded comment on my part.

I look forward to hearing from you.

Thank you.

Sincerely,

GaryPurves - Director

Marysville Farmers Market

gp.marysvillemarket@gmail.com

425-422-5656

On Fri, Jan 17, 2025 at 4:46 PM Gary Purves <gp.marysvillemarket@gmail.com> wrote:
Chris,

I have attached the updated SEA Application for your review.

During a phone call on January 8, Jesse Birchman and I discussed the barricading of Delta at 5th and 6th using either removable bollards and or a vehicle. We also talked about the Type III barricades, where they would be stored, placed on Market day, who would place them properly and then reopen at the end of the Market day.

We also spoke at length regarding the employment of the removable bollards, their installation, how the market and the City might collaborate on their open and closing time use.

Lastly, we agreed to temporarily delay tear down and closure of the Market during music events to allow musicians to enter and set up without vehicle traffic interfering with their access. Exact timing was to be agreed upon at a later date.

Per the Assistant Fire Marshal Brian Merkley's review, and his Approval subject to the conditions and provisions 1 - 12 outlined in his letter, I will address each individually, as well as the highlighted content in Section 3106. My response will be emailed to you Tuesday, January 21.

Thank you.

Sincerely,

Gary Purves

Market Director

Marysville Farmers Market

425-422-5656

NOTICE OF SPECIAL EVENT PERMIT

Community Development Department ♦ 501 Delta Avenue ♦ Marysville, WA 98270
 Office Hours: Mon - Fri 8:00 AM - 4:30 PM ♦ Phone: (360) 363-8000

A Special Event Permit (SEP) application has been received proposing to operate a Farmer's Market on Delta Avenue, between 5th & 6th Street, and within Comeford Park, on **Wednesday afternoons beginning March 28, 2025, through August 20, 2025**. This would require closing Delta Avenue between 5th & 6th Street beginning at 11AM and the market would operate from 2PM to 6PM, with dismantling beginning at 6PM.

The Community Development Department is seeking written comments from property and business owners related to the SEP. Please provide written comments, for City Council Consideration, no later than **Wednesday, February 19, 2025**. Comments can be sent to:

Project Contact: Chris Holland, Planning Manager
 (360) 363-8207
cholland@marysvillewa.gov

It is anticipated that City Council will render a decision on the SEP at the regularly scheduled Council meeting held on February 24, 2025. Any comments received will be taken into consideration by City Council, prior to rendering a decision on the SEP.

For additional information, please call or e-mail the project contact above.

**Scan to View
SEP Materials**



From: [Jeff Hastings](#)
To: [Karen Erickson](#)
Cc: [Chris Holland](#)
Subject: [External!] Re: Parking - Maryville Farmers Market / Reset Church
Date: Thursday, February 13, 2025 10:35:06 AM

You don't often get email from pj@reset-church.org. [Learn why this is important](#)

[CAUTION:] This email originated from outside the City of Marysville. **Do not click links or open attachments** unless you recognize the sender and know the content is safe. Contact helpdesk if you have any concerns or questions.

Karen,

It was a privilege to chat with you about this year's Farmer's Market. I am excited to learn that the location will be in front of the new City Hall complex! Reset Church is happy to partner with you and the City of Marysville in offering our parking lot as an overflow site for this and other events.

“Reset Church is permitting the Marysville Farmers Market to utilize the parking area on Delta for vendors and patrons on market days, which are Wednesdays from May 28th through August 20th, from 12 noon until 7 pm”.

If for any reason you might need me to be at the Council meeting to answer questions, please let me know.

Blessings,
Jeff

Jeff Hastings

Lead Pastor
Reset Church
360-787-5656
www.reset-church.org
1410 8th St.
Marysville, WA 98270

From: Karen Erickson <karen.marysvillefarmersmarket@gmail.com>

Date: Thursday, February 13, 2025 at 10:16 AM

To: Jeff Hastings <pj@reset-church.org>, Karen Erickson
<karen.marysvillefarmersmarket@gmail.com>

Subject: Parking - Maryville Farmers Market

Good morning,

This is Karen Erickson following up on our discussion from Wednesday February 12, regarding the Marysville Farmers Market's use of the Reset Church parking lot on market days.

The market will take place on Wednesdays from May 28th to August 20th, with hours from 12 noon to 7 pm. (While the official market hours are from 2 pm to 6 pm, some vendors may need to park before or after the market closes}.

First and foremost, we want to express our gratitude for allowing us to use your parking space. After the market, we will ensure to visit the church and clean up any trash left by parkers. Also we are excited to share the goodness of the Maryville Farmers Market with your community, so this is a great way to get to know our new neighbors. Thank You.

The city has specified certain requirements for us, but I believe that most customers will not need to use the parking lot, as they typically come and go within 30 minutes of arriving at the market, and there is generally ample parking available around the park.

Here is the brief email we (the Marysville Farmers Market needs from you) to send to the City of Marysville:

“Reset Church is permitting the Marysville Farmers Market to utilize the parking area on Delta for vendors and patrons on market days, which are Wednesdays from May 28th through August 20th, from 12 noon until 7 pm”.

They have asked us to submit this by February 18th, so it can be approved during the City Council meeting on February 24th.

Looking forward to hearing back from you

Thank You Again

Karen Erickson

Day Manger of the Wednesday Marysville Farmers Market



karen.marysvillefarmersmarket@gmail.com

Delta Avenue Farmers Market – Parking Responses

Will information be provided to vendors to park at Reset Church after setting up?

Of course. They will be instructed to park at Reset prior to the first day of the Market. MFM sends vendor updates every week, and these instructions would be posted on a weekly basis. After visiting Reset Church and their parking lot, I am fairly certain the lot should accommodate approximately 75% of the vendors.

Will information be provided to patrons directing them not to park on private property (i.e. web site or advertising)?

We can certainly post information on the website and all social media we engage with. I believe there is sufficient street parking in the surrounding area for visitors to the market without parking on private property or inside mall/private business area parking.

Will information be provided to patrons encouraging them not to park in front of existing businesses (i.e. web site or advertising)?

I believe this can all be covered within the question above. As an example, I can compose a blanket statement that would be posted in as many places as possible, ie, postcards, posters, handouts, etc.

Is the Farmers Market requesting that the City owned parking lots located North and South of the Civic Center be open to patron parking?

I believe the church parking lot will accommodate most vendors and I'm not requesting that any parking on the City owned lots be set aside for Market visitors.

How about the Community Center, located at 1015 State Avenue?

We will need to conduct a site visit to determine what space is available - Answer: 1015 could be a possible overflow parking area, but it is some distance from the Market. City sponsored music days may require the Market and the City to look at this option.

The City received comments from the property owner of 7th Street Plaza – 1402 7th Street stating that they are in support of the Farmers Market, but had concerns about patrons parking on his private property.

After stopping by the Plaza today, I believe there is sufficient street parking without visitors being tempted to park in the private Mall area. We could look at the possibility of adding a poster in the windows of businesses directing market visitors to honor signs such as "Local Business Parking Only" or similar, perhaps with the business name. I believe a number of solutions are possible.

I hope these answers/observations provide the Council with enough confidence to communicate to surrounding businesses that the MFM will extend sufficient efforts to satisfy locals that we are sensitive to the limited parking availability in the vicinity of the Market, Civic Center. and Comeford Park.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

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

ITEM TYPE: Purchase Order

AGENDA SECTION: **New Business**

SUBJECT: Purchase Order - Four (4) 2024 Police Interceptor Utility

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Peoria Ford in the amount of \$200,964.00 for procurement of four (4) 2024 Police Interceptor Utility vehicles.

SUMMARY: The 2025 Fleet budget was appropriated funds for the replacement of nine (9) Chevy Caprice Patrol units in the amount of \$728,000. This purchase order will provide for the procurement of four (4) of these units, specifically units P156, P158, P160 and P161. For this purchase, City staff utilized the Cooperative Purchasing Agreement with the State of Arizona, contract number 2891. The replaced units will be disposed of by way of public auction.

ATTACHMENTS:

[PO Binder.pdf](#)

[2891 - State of Arizona - Agreement - Purchasing Cooperative Agreement.pdf](#)



Fleet Services Division

80 Columbia Ave
Marysville, WA 98270
Phone: (360) 363-8250
Fax: (360) 651-5524
www.marysvillewa.gov/

PURCHASE ORDER

DATE 2/4/2025
PO # F00016

VENDOR	
Company Name:	Peoria Ford
Attention:	Cliff Kujala
Street Address:	9130 W Bell Rd
City, ST ZIP:	Peoria, AZ 85382
Phone:	623-239-0340

ORDER DETAILS	
Requested By:	Skip Knutsen
Date Expected:	
F.O.B. Point:	NA
Ship Via:	NA
Equipment/Vehicle NO:	NA

SHIP TO	
Fleet Services City of Marysville 80 Columbia Ave Marysville, WA 98270	
ACCT. CODE	2506-PROC

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

ITEM NO. / DESCRIPTION	QTY	UNIT PRICE	EXTENSION	TAX	RTY
Four (4) 2024 Police Interceptor Utility - 119" Wheelbase, Agate Black Metallic 3.0L Ecoboost V6	4	\$50,241.00	200,964.00	-	
			-	-	
			-	-	
			-	-	
Per Arizona State Purchasing Cooperative Agreement Contract #2891			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	
			-	-	

Comments or Special Instructions

SUBTOTAL	\$ 200,964.00
TAX	\$ -
SHIPPING	
OTHER	
TOTAL	\$ 200,964.00

Authorized By

Received By

Replace Unit #s: P156,P158,P160,P161

PFVT MOTORS, LLC.

9130 W Bell Rd
Peoria AZ 85382
CLIFF KUJALA
Government Account Team
Direct: 623-239-0340



QUOTE

Date	1/23/2025
Valid Until	1/28/2025
Contract	
PO	
Lead Time	IN-STOCK

Customer:
Marysville, City of 501 Delta Ave Marysville WA 98270 United States Mark Cardon 360-363-8310

Invoice Address:
Same

Delivery Address:
Systems for Public Safety Lakewood WA

Description				Line Total
POLICE INTERCEPTOR 2024 UTILITY AWD EXTERIOR 119" WHEELBASE AGATE BLACK METALLIC 3.0L ECOBOOST V6 ENGINE INTERIOR 10-SPEED AUTO TRANSMISSION EBONY CLOTH FRT/VINYL REAR				\$ 47,165.00
EXTERIOR 18" H.D.STEEL WHEELS 255/60R18 A/S BSW POLICE TIRES CLASS III HITCH RECEIVER DUAL EXHAUST SYSTEM DUAL POWER MIRRORS FULL SIZE 18" SPARE W/TPMS HEADLAMPS - AUTO, LED LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG) KEY LOCKS (DR/PASS/LFTGT) PRIVACY GLASS 2ND/3RD ROW	INTERIOR 35/30/35 SPLIT VINYL REAR A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE BLACK VINYL FLOOR COVERING CERTIFIED SPEEDOMETER CLOTH BUCKET FRONT SEATS CONSOLE MOUNTING PLATE ENGINE HOUR / IDLE METER HTD SANITIZATION SOLUTION PWR DR SEAT/6-WAY/M LUMBAR RED/WHITE TASK LIGHTING SEATBACK INTRUSION PLATES TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES	UNIVERSAL TOP TRAY FUNCTIONAL AM/FM/MP3/BLEETOOTH & USB COLUMN MOUNTED SHIFTER ENGINE OIL COOLER FULL-TIME ALL WHEEL DRIVE SYSTEM HEAVY DUTY SUSPENSION HEAVY-DUTY 80-AMP BATTERY INTERIOR TRUNK/LIFTGATE RELEASE POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL POWER STEERING W/EPAS REAR VIEW CAMERA TRANSMISSION OIL COOLER	TRANSMISSION-10-SPEED AUTO SAFETY/SECURITY 75 MPH REAR-CRASH TESTED ADVANCETRAC™ WITH RSC® AIRBAGS - FRONT AND SIDE AIRBAGS - SAFETY CANOPY SOS POST CRASH ALERT SYS TIRE PRESSURE MONITOR SYS WARRANTY 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)	
INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 500A OPTIONAL EQUIPMENT/OTHER .AM/FM STEREO 3.0L ECOBOOST V6 ENGINE 950.00 10-SPEED AUTO TRANSMISSION NO CHARGE HID PLUNG W/R HNDL INOPERABLE 160.00 ULTIMATE WIRING KIT 560.00 .WIRING GRILL/LAMP/SIREN/SPKRS .REAR CONSOLE MOUNTING PLATE CARGO DOME LAMP -RED/WHITE 50.00 H8 AGM BATTERY 110.00 REAR CAMERA ON DEMAND 230.00 50 STATE EMISSIONS NO CHARGE COURTESY LAMP DISABLE 25.00 POLICE ENGINE IDLE FEATURE 260.00 SPOT LAMP LED DR - WHELEN 420.00 KEYLESS ENTRY - 4 FOBS 340.00 4G LTE WI-FI HOTSPOT CREDIT - 20.00 NOISE SUPPRESSION BOND STRAPS 100.00 OBD-II SPLIT CONNECTOR 55.00 SIDE MARKER LIGHTS SKULL CAPS 290.00 PERIMETER ALERT 675.00 REAR DR HNDL AND LOCKS INOPR NO CHARGE DEFLECTOR PLATE 335.00		PRE-COLLISION ASSIST 145.00 REAR CENTER SEAT DELETE NO CHARGE REAR TAILLAMP HOUSING 60.00 REAR VIEW MIRROR W/REAR CAMERA NO CHARGE FRONT LICENSE PLATE BRACKET NO CHARGE	OEM OPTIONS	\$ 4,695.00
			OEM DESTINATION & DELIVERY	\$ 1,595.00
			DISCOUNT	\$ (3,214.00)

Special Notes and Instructions
Customer Responsible for sales tax and registration in home state.
Unit Quoted I570-K8A-2024 I577-K8A-2024 I578-K8A-2024 I571-K8A-2024

Subtotal Per Unit	\$ 50,241.00
MSO / ODO	\$ -
Trade In	\$ -
Extended Warranty	\$ -
Freight	\$ -
Flooring	\$ -
Sales Tax 0.00%	\$ -
Tire Tax 5	\$ 5.00
Total Per Unit less Trade-In	\$ 50,246.00
Quantity of Units	4
Sale Total	\$ 200,984.00

GVWR 0001-8000

Above information is not an invoice and only an estimate of services/goods described above. Vaid Until date only covers pricing, not availability. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your
Signature
PO. Print Name
Date

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
623-239-0340 - cliff.kujala@governmentautosales.com

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR

100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007
(602) 542-1500

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

State of Arizona Procurement Office

and

City of Marysville

(Organization Name – Eligible Procurement Unit)

This Cooperative State Purchasing Agreement ("Agreement") is entered between the parties in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations; and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.

5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
 - a.) Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
 - b.) Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
 - c.) Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and any related agreements and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement and any related agreements or their subject matter.
 - d.) Cooperate and assist the State when requested to validate transactions reported by vendors on quarterly usage reports filed with the State Procurement Office.
7. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
8. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.

9. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
10. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement authorized signor, and shall remain in effect until cancelled by either party. The State reserves the right to amend the agreement during the term of the Agreement.
11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
13. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2023-01 dated January 2, 2023.
14. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
15. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
16. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
17. Except as provided in Paragraph 16, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE STATE COOPERATIVE MEMBER:

FOR THE STATE:

Signature:

Name:

Title:

Date:

Signature:

Authorized SPO Representative

Title:

Date:

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

State Cooperative Member Contact Information

Name of Organization:		
Name of Contact Person:	Qualification: <i>(Click the appropriate Box in either the Political Subdivision or Non-Profit categories)</i> Political Subdivision: ☐ Non-Profit Organization: ☐ ☐ Federal Agency/Gov't ☐ State ☐ County ☐ City/Town ☐ Public School ☐ Other Educational Institution ☐ Tribal Nation ☐ Fire District ☐ Water District ☐ Other: _____ ☐ Healthcare Institution ☐ Religious Organization ☐ Charity ☐ Other: _____	
Title of Contact Person:		
Telephone of Contact Person:		
Telephone of Office:		
E-mail address of Primary Contact Person:		
E-mail Address of Secondary Contact: <i>(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)</i>		
Physical Address:		
Mailing Address <i>(if different from the physical address):</i>		
Federal ID Tax Number:		

***Non-profit entities must attach proof of non-profit status with the agreement**
 Please notify the State Procurement Office of any changes to this information.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

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

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Purchase Order - 2026 Residential Front Load Refuse Truck

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Dobbs Peterbilt in the amount of \$496,241.19, plus applicable sales tax, for the procurement of a 2026 Residential Front Load Refuse Truck.

SUMMARY: The Solid Waste Division 2025-2026 budget includes 2026 funding to purchase the replacement for Residential Front Load Refuse Truck #J034. This purchase order will initiate the build and manufacturing of this replacement unit, which will be placed in service in 2026. It is expected that there will be no expense for this purchase until 2026. Staff utilized Sourcewell Contract #060920-ATC-AUTOCAR and #091219-LEG-Labrie for this purchase.

ATTACHMENTS:
[PO Binder_2026 Residential F.Load Refuse Truck.pdf](#)



80 Columbia Ave
Marysville, WA 98270
Phone: (360) 363-8250
Fax: (360) 651-5524
www.marysvillewa.gov/

DATE	2/7/2025
PO #	F00017

ORDER DETAILS	
Requested By:	Skip Knutsen
Date Expected:	
F.O.B. Point:	NA
Ship Via:	NA
Equipment/Vehicle NO:	NA

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

SUBTOTAL	\$ 496,241.19
TAX	\$ -
SHIPPING	
OTHER	
TOTAL	\$ 496,241.19

Fleet Replacement as per 2025-2026 Budget
The amount of invoice is 496,241.19 plus applicable sales tax and licensing
Early Pay Discount of \$9,200 applied to cost of chassis if paid upon delivery to body company

Received By



DOBBS PETERBILT

January 29, 2025

Mr. Bob Scott
Shop Forman
Public Works Department
City of Marysville
80 Columbia Ave
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-ATC-AUTOCAR
CONTRACT # LABRIE #091219-LEG-Labrie.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One or more Dual Sit Down Drive Residential Front Loading Trucks for a per Sourcewell Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

Following, please find the breakdown of the base prices and options:

-2026 Autocar ACX64 Residential Front Loader Chassis per the City of Marysville Specifications.	\$ 250,572.80
-Floorplan cost of 270 days at \$44.15 per day	\$ 11,925.59
-Sub Total	<u>\$262,498.39</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2025 Labrie Wittke Residential Front Loader per the City of Marysville specifications. Per Labrie Sourcewell Contract. Please see backup attached.	\$ 206,544.80
-Camera Install, 3 rd Eye Panaramic Style, Tailgate, Hopper, Street side mirror	\$ 5,980.00
-SWS Custom Cradle Upgrade for Curotto Can	\$ 2,960.00
-SWS Outside Control Kit for Curroto Can	\$ 4,460.00
-Driveaway Service Labrie to SWS to Dobbs Marysville	\$ 10,860.00
-Body PDI.	\$ 2,760.00

-Arrival Inspection Checklist	\$ 178.00
-Sub Total body	<u>\$233,742.80</u>
-Subtotal Per unit	\$496,241.19
-Washington State Sales Tax (9.6%)	<u>\$ 47,639.15</u>
-Total	<u>\$543,880.34</u> =====

An early pay discount of \$9,200 can be applied to cost of chassis if paid upon delivery to body company.
Cost of chassis would be \$253,298.39.

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines FOB City of Marysville. Please see the attached bid documentation.

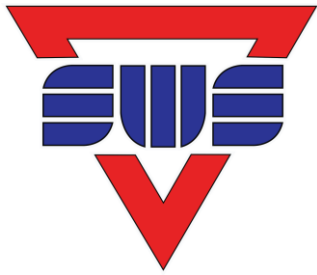
Flooring rates are subject to change if rates go up.

All prices are subject to additional Surcharges

Thank you for the opportunity to earn your business!

Ian Griffin

Ian Griffin
Refuse Sales
Dobbs Peterbilt



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ davec@swsequipment.com

www.SWSequipment.com

Quote To:

Dobbs Peterbilt

Ian Griffin

ian.griffin@dobbspeterbilt.com

Phone: 206-624-7383

Cell: 2533166322

Ship To:

2800 136th Avenue Court East

Sumner, Washington 98390

Bill To:

2800 136th Avenue Court East

Sumner, Washington 98390

Quote #:

1284. 1

Date:

01/28/2025

Sales Rep:

Dave Crossley

FOB:

Destination

Ship Via:

Bestway

Est. Ship Date:

January 2026

Term:

Net 30

End User: City of Marysville

SourceWell Quote

110223-LEG

Wittke Starlite Frontload Residential

Qty	Description	Unit Price	Ext. Price
1	Labrie Wittke Starlight Total Capacity: 40 cu.yd (34+6)	\$ 206,544.80	\$ 206,544.80
1	BHPR-0070 Curotto Preparation Curbside (No Can, No Auto-Dump, Dual Drive)		
1	AALC-STD01 Arm Lifting Capacity: 8,000 lbs		
1	ADVD-STD01 Deceleration Valve on Arms Up Movement		
1	BBCS-0000 Canopy Sweeper		
1	AFST-0010 Forks Thickness 1-1/2"		
1	BSWS-0030 Chromium Carbide Packer Shoes and Rails		
1	AAAC-0025 Curbside Outside Controls (Behind the Cab) Forks, Arms, Packer and Throttle Advance (If Applicable)		
1	AAJC-STD02 Pneumatic Control with 2 handles (Arms & Forks)		
1	HNHC-0030 Packer Cylinders Nitrided with Durascope Shavers		
1	HHSP-STD01 Nylon Protective Sleeves on all Hydraulic Hoses		
1	HHPC-0000 Front Pump Top Cover		
1	CCPM-0030 Dual Pump Denison T6DC Curotto (Front)		
1	CHFT-STD02 Hydraulic Tank Mounted on Chassis		
1	HHPG-0000 Hydraulic Pressure Gauge for Main Valve with Quick Coupler		
1	HBCV-STD01 Body Valve on Body Streetside Wall		
1	EBCV-STD01 Pneumatic Over Hydraulic Body Main Valve		
1	BSAD-STD01 Access Door with Hinges (Curbside)		
1	BCOT-STD01 Broom and Shovel Behind Packer		
1	BFEX-0005 Fire Extinguisher 20 lbs (1) on Rubrail Streetside (Rear) Vertical		
1	BCOS-0000 Hopper Clean Out Sump with Door Streetside		

Qty	Description	Unit Price	Ext. Price
1	BESK-0000 Spill Kit on Rubrail Curbside (Center)		
1	BBTS-STD01 Standard Tailgate Seal		
1	CCTB-0000 Toolbox on Chassis Aluminium 24"D x 24"H x 24"W (Swing Door)		
1	BWCH-0010 Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels		
1	LLPA-0010 Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)		
1	LBBP-0025 Backup Lights Low on Body "B" Pillar LED (2)		
1	LBLT-0005 Backup Lights on Tailgate 2/3 Centered - LED (2)		
1	LWLK-0096 Work Lights on Mirrors Streetside & Curbside Facing Hopper - LED (2)		
1	LBLF-0010 Work Light under Canopy - LED (2)		
1	LBLH-0005 Work Light Hopper Streetside - LED (1)		
1	LPWL-0005 Work Light Behind Packer - LED (1)		
1	LSLA-0020 Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)		
1	CCCC-NOCAM No camera installed by Labrie. It is the customer responsibility to comply with AHJ laws before putting the truck into service.		
1	SSMA-7632 Send the arms mid height signal to an output in cab (Conditional on available outputs)		
1	SSMB-7656 Send the LH Blinker signal to an output in cab (Conditional on available outputs)		
1	SSMC-7845 Send the Transmission in Reverse signal to an output in cab (Conditional on available outputs)		
1	EPHM-0000 Hour Meter - Hydraulics		
1	EGSE-0010 Backup Proximity Detection Device - 3rd Eye Radar		
1	ATAT-0030 Throttle Advance Control		
1	EBWI-0020 Body Raised Warning Indicator Lamp and Audible Buzzer		
1	EICB-0000 Autopack		
1	BPGB-0020 Ground Level Grease Point for Packer Cylinders - Body Front Wall Side (Centralized)		
1	BCGB-0000 Ground Level Grease Points for Packer Cylinders - Packer Side (Centralized)		
1	BMLS-0050 Body Service Hoist		
1	BSDF-0000 Superduty Floor on Starlight Unit		
1	BWBT-0010 Additional Continuous Welding on Body (Specific Locations)		
1	PCBP-0000 Base Coat/Clear Coat Body Paint - White		
1	UAPP-STD01 One (1) Coat of Urethane Primer		
1	PSSS-0010 CAUTION VEHICLE STOPS [...] FREQUENTLY, 74-1/2" x 23-1/2" (Black on Yellow)		
1	BASR-0000 Anti-sail Bars on Rear Mud Guards (Rear Wheels)		
1	Curotto, Relief valve on arms down movement now included with Curotto configuration on AutoCar		
1	Labrie Warranty on Body & Hydraulics: 1 Year as per the Manufacturer Warranty Policy at time of purchase.		

Qty	Description	Unit Price	Ext. Price
1	SourceWell Pricing		
		Subtotal	\$ 206,544.80
			\$ 206,544.80
Camera Install Triple System. 3rd Eye Panoramic Style, Tailgate, Hopper, Streetside Mirror			\$ 5,980.00
SWS Custom Cradle Upgrade for Curotto Can			\$ 2,960.00
SWS - Order Outside Control Kit for Curotto Can and install on new truck			\$ 4,460.00
Driveaway Service from Labrie to SWS Equipment Tacoma WA, Tacoma WA to Dobbs Sumner, Dobbs Sumner to Marysville			\$ 10,860.00
Arrival Inspection Checklist			\$ 178.00
Body Pre-Delivery Inspections			\$ 2,760.00
			Subtotal
			\$ 27,198.00
			Total
			\$ 233,742.80
			Grand Total
			\$ 233,742.80

QUOTE VALID FOR 30 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE.
ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____



Seller

Labrie Environmental Group
175-B Rte Marie Victorin
Lévis, Québec
Canada
G7A 2T3

Phone : 418-831-8250
Toll-Free : 1-800-463-6638
Website : www.labriegrup.com

Sourcewell

Awarded Contract

Contract # 110223-LEG

QUOTE FORM

Quote # / Rev. #	Reference #	Quoted Date
6947 / 0		2025-01-16
Price List / Currency	Last Revision Date	Quote Valid Until
2025-B / USD	2025-01-16	2025-04-01
Regional Sales Manager	Customer Service Rep.	Product Specialist
Rich Jones	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	Customer Pickup	San Luis, AZ, US

SOLD TO	SHIP TO	END CLIENT
SWS Equipment, Inc. 6515 E Nixon Ave Spokane Valley, WA 99212 United States Email : Phone : 509-533-9000	SWS Equipment, Inc. 6515 E Nixon Ave Spokane Valley, WA 99212 United States Email : Phone :	City of Marysville 80 Columbia Ave Marysville, WA 98270 United States Email : Phone : 206-730-6739

CHASSIS INFORMATION

Chassis Provided By : Supplied by Customer	Engine Make :
Chassis Manufacturer :	Engine Model :
Chassis Model :	Engine Power :
Cab Style :	Engine Torque :
Drivetrain : 6X4	Transmission Make : Allison
Auxiliary Axle : Without Auxiliary Axle	Transmission Model : RDS 4000 Series WTEC 4 & 5
CNG System Upon Arrival : Without	Transmission Type : Automatic Transmission
Driving Configuration at Delivery : Sit-Down from Company on Streetside Only	
Chassis Delivery Address : Mexico: 919 Urtuzuastegui St., San Luis, AZ 85349	

COLOR INFORMATION

Cab Color : To Be Confirmed	Cab Color Code : To Be Confirmed
Body Color : To Be Confirmed	Body Color Code : To Be Confirmed
Chassis Color : Black from Factory	Chassis Color Code : Color Code NOT Required
Paint Scheme Number : Without	Match Cab : Yes

CARTS INFORMATION

Cart Make : Without or NOT Required	Cart Type : Without or NOT Required
Cart Capacity : Without or NOT Required	

BODY CONFIGURATION

Body Model : WITTKE	Total Capacity : 40yd ³ (34+6)
Arm Model : StarLight	Body Capacity : 34yd ³
Body Type : Factory Mounted	Tailgate Capacity : 6yd ³
Body Division : Without Divison	

BASE PRICE 147,260.00\$

OPTIONS

#	Category	Option Description	Price
2	Cans and Tipppers	BHPR-0070 Curotto Preparation Curbside (No Can, No Auto-Dump, Dual Drive)	16,540.00 \$
#	Category	Option Description	Price
3	Lifting	AALC-STD01 Arm Lifting Capacity: 8,000 lbs	0.00 \$
4	Lifting	ADVD-STD01 Deceleration Valve on Arms Up Movement	0.00 \$
5	Lifting	BBCS-0000 Canopy Sweeper	920.00 \$
6	Lifting	AFST-0010 Forks Thickness 1-1/2"	830.00 \$



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Regional Sales Manager	Customer Service Rep.	Product Specialist
Rich Jones	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	Customer Pickup	San Luis, AZ, US

#	Category	Option Description	Price
7	Hopper Area	BSWS-0030 Chromium Carbide Packer Shoes and Rails	1,890.00 \$

#	Category	Option Description	Price
8	Consoles & Controls	AAAC-0025 Curbside Outside Controls Behind Cab: Forks + Arms (or Mast), Packer and Throttle Advance (If Applicable)	3,380.00 \$
9	Consoles & Controls	AAJC-STD02 Pneumatic Control with 2 handles (Arms & Forks)	0.00 \$

#	Category	Option Description	Price
10	Hydraulic	HCON-STD01 JIC	0.00 \$
11	Hydraulic	HNHC-0030 Packer Cylinders Nitrided with Durascope Shavers	3,770.00 \$
12	Hydraulic	HHSP-STD01 Nylon Protective Sleeves on all Hydraulic Hoses	0.00 \$
13	Hydraulic	HHPC-0000 Front Pump Top Cover	460.00 \$
14	Hydraulic	CCPM-0030 Dual Pump Denison T6DC Currotto (Front)	5,420.00 \$
15	Hydraulic	CHFT-STD02 Hydraulic Tank Mounted on Chassis	0.00 \$
16	Hydraulic	HHPG-0000 Hydraulic Pressure Gauge for Main Valve with Quick Coupler	170.00 \$
17	Hydraulic	HBCV-STD01 Body Valve on Body Streetside Wall	0.00 \$
18	Hydraulic	EBCV-STD01 Pneumatic Over Hydraulic Body Main Valve	0.00 \$

#	Category	Option Description	Price
19	Accessories	BSAD-STD01 Access Door with Hinges (Curbside)	0.00 \$
20	Accessories	BCOT-STD01 Broom and Shovel Behind Packer	0.00 \$
21	Accessories	BFEX-0005 Fire Extinguisher 20 lbs (1) on Rubrail Streetside (Rear) Vertical	470.00 \$
22	Accessories	BCOS-0000 Hopper Clean Out Sump with Door Streetside	1,970.00 \$
23	Accessories	BESK-0000 Spill Kit on Rubrail Curbside (Center)	420.00 \$
24	Accessories	BBTS-STD01 Standard Tailgate Seal	0.00 \$
25	Accessories	CCTB-0000 Toolbox on Chassis Aluminium 24"D x 24"H x 24"W (Swing Door)	1,900.00 \$
26	Accessories	BWCH-0010 Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels	480.00 \$

#	Category	Option Description	Price
27	Lighting	LLPA-0010 Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)	1,320.00 \$
28	Lighting	LBBP-0025 Backup Lights Low on Body "B" Pillar LED (2)	830.00 \$
29	Lighting	LBLT-0005 Backup Lights on Tailgate 2/3 Centered - LED (2)	830.00 \$
30	Lighting	LWLK-0096 Work Lights on Mirrors Streetside & Curbside Facing Hopper - LED (2)	880.00 \$
31	Lighting	LBLF-0010 Work Light under Canopy - LED (2)	880.00 \$
32	Lighting	LBLH-0005 Work Light Hopper Streetside - LED (1)	640.00 \$
33	Lighting	LPWL-0005 Work Light Behind Packer - LED (1)	280.00 \$
34	Lighting	LSLA-0020 Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)	640.00 \$



Seller

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Regional Sales Manager	Customer Service Rep.	Product Specialist
Rich Jones	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	Customer Pickup	San Luis, AZ, US

#	Category	Option Description	Price
35	Electronic	CCCC-NOCAM No camera installed by Labrie. It is the customer responsibility to comply with AHJ laws before putting the truck into service.	0.00 \$
36	Electronic	SSMA-7632 Send the arm(s) mid-height signal to an output in cab (Conditional on available outputs)	400.00 \$
37	Electronic	SSMB-7656 Send the LH Blinker signal to an output in cab (Conditional on available outputs)	400.00 \$
38	Electronic	SSMC-7845 Send the Transmission in Reverse signal to an output in cab (Conditional on available outputs)	400.00 \$
39	Electronic	EPHM-0000 Hour Meter - Hydraulics	360.00 \$
40	Electronic	EGSE-0010 Backup Proximity Detection Device - 3rd Eye Radar	3,040.00 \$
41	Electronic	ATAT-0030 Throttle Advance Control	590.00 \$
42	Electronic	EBWI-0020 Body Raised Warning Indicator Lamp and Audible Buzzer	580.00 \$
43	Electronic	EICB-0000 Autopack	610.00 \$

#	Category	Option Description	Price
44	Electrical	ESYV-STD01 12V Body Electrical System	0.00 \$

#	Category	Option Description	Price
45	Service & Maintenance	BPGB-0020 Ground Level Grease Point for Packer Cylinders - Body Front Wall Side (Centralized)	220.00 \$
46	Service & Maintenance	BCGB-0000 Ground Level Grease Points for Packer Cylinders - Packer Side (Centralized)	220.00 \$
47	Service & Maintenance	BMLS-0050 Body Service Hoist	5,850.00 \$

#	Category	Option Description	Price
48	Structure, Liners & Materials	BSDF-0000 Superduty Floor on Starlight Unit	1,270.00 \$
49	Structure, Liners & Materials	BWBT-0010 Additional Continuous Welding on Body (Specific Locations)	1,460.00 \$

#	Category	Option Description	Price
50	Unit Appearance	PCBP-0000 Base Coat/Clear Coat Body Paint	2,630.00 \$
51	Unit Appearance	UAPP-STD01 One (1) Coat of Urethane Primer	0.00 \$
52	Unit Appearance	PSSS-0010 CAUTION VEHICLE STOPS [...] FREQUENTLY, 74-1/2" x 23-1/2" (Black on Yellow)	340.00 \$
53	Unit Appearance	BASA-STD01 Rubber Mud Guards - Rear of Rear Axle	0.00 \$
54	Unit Appearance	BASR-0000 Anti-sail Bars on Rear Mud Guards (Rear Wheels)	210.00 \$
55	Unit Appearance	BASN-STD02 Mud Guards with Wittke Logo	0.00 \$
56	Unit Appearance	BODL-STD01 Informative Decals English	0.00 \$

#	Category	Option Description	Price
57	Chassis	CFTD-STD01 Diesel Tank from Company or CNG/Electric	0.00 \$

SUBTOTAL OPTIONS :			63,500.00\$
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NON-STANDARD OPTIONS		
Curotto, Relief valve on arms down movement now included with Curotto configuration on Autocar		

SUBTOTAL NON-STANDARD OPTIONS :			0.00\$
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COMMENTS		



Seller

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G7A 2T3

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6947 / 0		2025-01-16
Price List / Currency	Last Revision Date	Quote Valid Until
2025-B / USD	2025-01-16	2025-04-01
Regional Sales Manager	Customer Service Rep.	Product Specialist
Rich Jones	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	Customer Pickup	San Luis, AZ, US

Expected Delivery Date :			
Chassis Terms (if applicable) : Net on delivery for release of MSO. Weight Distribution: Quotes and pricing are subject to changes according to WD analysis which can alter specs. Upon receipt of PO and chassis specs, WD will be conducted and a confirmation of acceptance will be issued. Taxes : Not Included. Disclaimer : It is the quoting distributor's responsibility to verify the accuracy of this quote versus the specifications for the body and chassis. Labrie Environmental Group will not be responsible for any price differential between this quotation and what is required by the provided specifications. Interest fees on past due account of 1.5% per month (18% annual). Price list subject to change at all time due to the steel price index. Labrie Environmental Group (LEG) does not accept floorplan charges, back charges, liquidated damages or third-party claims for any reason or cause, whether expressed or implied by specifications or other form of communication, including purchase order terms and conditions unless approved in writing by CEO or CFO at time of quotation. Labrie Environmental Group (LEG) and/or seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic.	Subtotal Base Price and Options :		210,760.00 \$
	Discount (2.00%) :		4,215.20 \$
	Subtotal Base Price and Options (Net) :		206,544.80 \$
	Body Miscellaneous Charge #1 :		0.00 \$
	Body Miscellaneous Charge #2 :		0.00 \$
	Body Miscellaneous Charge #3 :		0.00 \$
	Sourcewell Fee :		0.00 \$
	Material Surcharge :		0.00 \$
	Extended Warranty :		0.00 \$
	Extended Warranty Other :		0.00 \$
	Additional Trade Discount :		0.00 \$
	Inter Factory Transport :		0.00 \$
	Subtotal Body (Net) :		206,544.80 \$
	Chassis Price :		0.00 \$
	Subtotal Unit (Net) :		206,544.80 \$
	FET (12%) :		0.00 \$
	Change Fee #1 :		0.00 \$
	Change Fee #2 :		0.00 \$
	EV Fee :		0.00 \$
	Miscellaneous Charge #1 :		0.00 \$
	Miscellaneous Charge #2 :		0.00 \$
	Miscellaneous Charge #3 :		0.00 \$
	Freight Charges :		0.00 \$
	Total Unit (Net) :		206,544.80 \$
	Number of Units :		1
	Grand Total :		206,544.80 \$
	Currency :		USD

Labrie Representative :

Customer : SWS Equipment, Inc.

Chassis Specification

02/05/2025

			Description	Front Weight	Rear Weight
AUTOCAR TRUCKS					
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING		
A	100AQXX	REFERENCE CHASSIS	TO BE SIMILAR TO ATTACHED REFERENCE LAYOUT DRAWING 20051458.		
O	5000003	CAB SHELL	DUAL DRIVE LH AND RH SIT		
O	100U200	CUSTOMER TYPE	NJPA/SOURCEWELL		
VEHICLE ADAPTATION					
O	C031011	TERRITORY	WASHINGTON		
SOLUTION					
O	C04006	BODY COMPANY	LABRIE		
O	C02002	BODY TYPE	RESIDENTIAL FRONT END LOADER		
O	C06201	BODY STYLE	LABRIE WITTKE STARLIGHT		
O	C05040	TOTAL BODY CAPACITY - BODY/HOPPER	40 YARD		
O	C01004	APPLICATION	REFUSE - TRANSFER STATION		
O	D010200	FRONT GAWR	20000 LBS		
O	D020460	REAR GAWR	46000 LBS		
O	D100660	GVWR	66000 LBS		
ENGINE					
O	1012300	ENGINE ASSY	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS		
O	972A1000	SPECIAL EMISSION CERTIFICATION LABELS	EPA CLEAN IDLE LABEL (DIESEL)		
O	972B004	CARB OPT-IN STATES	CARB ACT - ZERO EMISSION SALES REQUIREMENT		
ENGINE EQUIP					
O	1222001	PTO-ENGINE FRONT	FEPTO ADAPTER (4.25" BCD with 2" FEM PILOTED FLANGE YOKE - 7/16-20 BOLTS)		
O	4382004	FILTER-FUEL, CHASSIS MOUNTED	DAVCO 386 FILTER W/O 12V HEAT, WITH H2O PROBE		
O	170025	FILTER-FUEL, ENGINE MOUNTED	CUMMINS SPIN-ON FILTER		
O	1760001	ENGINE OIL SAMPLING PROVISION	ENGINE OIL SAMPLING PORT		
O	180021	ENGINE BLOCK HEATER	PHILLIPS 120V 1500W		
O	1810004	HEATER RECEPTICAL LOCATION-ENGINE	RECEPTACLE LOCATED AT CAB STEPS, LH SIDE		

O	220052	AIR CLEANER	16" TWO STAGE (BEING DISCONTINUED 2024 TBD)
O	2302001	MUFFLER SYSTEM	LH VERT HORIZ DPF/SCR
O	7002000	AIR COMPRESSOR	CUMMINS WABCO 25.9 CFM COMPRESSOR
O	P020002	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN DISABLED
O	P520002	IDLE SHUTDOWN IN PTO MODE	IDLE SHUTDOWN IN PTO MODE = DISABLED

TRANSMISSION

O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170
O	27A0001	TRANSMISSION RETARDER	ALLISON OUTPUT RETARDER RDS TRANSMISSION
O	2570001	RETARDER CONTROLS - TRANSMISSION	ALLISON RETARDER - LIFT THROTTLE / BRAKE APPLIED
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6- SPEED
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND

FRONT AXLE

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION
O	9042002	HUBS-FRONT	PRESET PLUS STEEL HUB 285MM BC
I	9402006	WHEEL OIL SEALS-FRONT	CONMET SEALS & PRESET PLUS SPINDLE NUT
O	7510011	BRAKES-FOUNDATION, FRONT AXLE	MERITOR EX - 225 AIR DISC BRAKES XXXX
O	755998	DUST SHIELDS - FRT BRAKES	NO FRONT BRAKE DUST SHIELDS PROVIDED
O	9010003	BRAKE DRUM-FRONT	ROTORS - CAST IRON, VENTED, INBOARD MTD
O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB
O	331538	REAR DRIVE AXLE RATIO	5.38
O	333014	REAR DRIVE AXLE ANTI- SPIN DEVICES	FOUR WHEEL LOCK
O	3502011	REAR SUSPENSION	HENDRICKSON HMX-EX-460 SUSPENSION @ 54" AS

O	9132002	HUBS-REAR	PRESET PLUS STEEL HUB 285MM BC
I	9412007	WHEEL OIL SEALS-REAR	CONMET SEALS & PRESET PLUS SPINDLE NUT
O	7610011	BRAKES-FOUNDATION, REAR AXLE	MERITOR EX - 225 AIR DISC BRAKES XXXX
O	764998	BRAKE SLACK ADJUSTERS -REAR AXLE	NO REAR SLACK ADJUSTERS PROVIDED
O	765998	DUST SHIELDS - REAR BRAKES	NO REAR AXLE DUST SHIELDS PROVIDED
O	7810002	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	STANDARD - DISC BRAKES
O	9100003	BRAKE DRUM-REAR	ROTORS - CAST IRON, VENTED, INBOARD MTD.

CHASSIS

O	400186	WHEELBASE	186 INCHES
O	402098	FRAME-REAR OVERHANG	98"
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL
O	892014	BACKUP ALARM	ECCO SMART ALARM SA917
O	430998	FUEL TANK-LEFT	DELETE LHS FUEL TANK
O	431020	FUEL TANK-RIGHT	75 GAL 26" DIA UNPAINTED ALUMINUM
O	431R001	FUEL TANK FILL RHS	REAR FILL FUEL TANK, RHS
O	441001	FUEL TANK STRAP/ SUPPORT RIGHT	PAINTED STEEL, RH
O	4480003	RH FUEL TANK SPACERS	RH FUEL TANK SPACED 2", DROPPED 2"
O	4290001	DRILLING FUEL TK SUPT- RIGHT	FUEL TANK MTD FWD RHS - STANDARD (IF PROVIDED)
O	433008	FUEL TANK SCREENS	FILL SCREEN/ANTI-SIPHON INSERT SINGLE TANK
O	8160003	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 2"
O	8140004	BATTERY SHUT-OFF SWITCH	SHUTOFF W/LOCKOUT IN OFF ONLY, NO EMERGENCY JUMPER STUDS
O	7380001	EMERGENCY AIR SYSTEM CHARGING	SCHRADER VALVE, WET TANK MTD
O	7152001	WET TANK DRAIN	WABCO DV-2 AUTOMATIC W/ HEATER
A	710QXX	AIR DRYER DRILLING	AIR DRYER MOUNTED OUTSIDE RAIL, RHS- REFERENCE LAYOUT DRAWING 20051458.

CAB EXTERIOR

O	4510005	STEP-CAB ACCESS, CAB MOUNTED	SINGLE SELF CLEANING CAB ENTRANCE STEP
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O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS
O	5140001	CAB GUARD FRONT	XPEDITOR CAB GUARD
O	6230006	MIRRORS-AUXILIARY HIGH MOUNT	HIGH MOUNT 8" CONVEX, BLACK
O	661002	CAB TILT MECHANISM- C.O.E.	HYDRAULIC TILT WITH AIR ASSIST
O	693002	UNDERCOAT	CAB CORROSION INHIBITOR

CAB INTERIOR

O	381001	STEERING COLUMN	FIXED POSITION
O	5200001	SEAT-DRIVER	BOSTROM 910 HIGH BACK, AIR RIDE
O	5210003	SEAT-PASSENGER	BOSTROM T905 MID-BACK, AIR RIDE
O	5222001	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH
O	5232001	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH
O	5380001	CARPET & MAT	DIAMOND PLATE FLOORING - BOTH SIDES
O	5510002	REAR CONSOLE	REAR CONSOLE W/ WIRE FRAME STORAGE CONTAINER
O	5950012	CAMERAS	3RD EYE CAMERA PREP (CAB ONLY)
O	8750001	ADDITIONAL ELEC. SWITCHES	2 DASH SWITCHES, WIRED TO POWER

LIGHTING

O	8410003	LAMPS-TURN SIGNAL - FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE
O	8520001	LAMPS-PARKING	CORNER MARKER LAMP WIRED TO BATTERY SHUT OFF
O	860009	LAMPS-BACK OF CAB	WORK LIGHT BOC DRIP RAIL MOUNTED
O	867015	LAMPS-EMERGENCY WARNING	SWITCH WIRED(12GA) FOR BEACON LIGHT

RADIO/MISC

O	5902003	RADIO	AM/FM/USB/MP3/WB/BT W/O SHUTOFF IN REVERSE
O	59A0002	RADIO MOUNTING LOCATION	RADIO MOUNTED IN RHS HEADLINER
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS

Prepared By Stu Fox
Quote Id : MARYSVILLE DUAL SIT DOWN RESI FL WITTKE
Phone : 206-624-7383
Order : 20056919
Lead Unit Sales Order : 20056919
Model : 2026 - ACX64 Class 8

Prepared For Bob Scott
City of Marysville

O 9620001 FIRE EXTINGUISHER DUAL 5LB ABC
EXTINGUISHERS, ONE
UNDER EACH SEAT

FRONT TIRES / WHEELS

O 9312008 TIRE MANUFACTURER & BRIDGESTONE M864
TREAD - FRONT
O 930821 TIRE SIZE & LOAD RANGE 425/65R22.5L
- FRONT
O 905549 WHEELS-DISC FRONT 22.5X12.25" ALUMINUM, 4.75"
INSET, ACCURIDE
O 924001 WHEEL POLISHING & POLISHING FOR ALUMINUM
BRIGHTWORK-FRONT DISC WHEELS
AXLE

REAR TIRES / WHEELS

O 9340054 TIRE MANUFACTURER & BRIDGESTONE M799
TREAD - REAR
O 9142005 WHEELS-DISC REAR 22.5X8.25" ALUMINUM, 5.7"
INSET, ACCURIDE
O 925002 WHEEL POLISHING & POLISHING-OUTER
BRIGHTWORK-REAR ALUM.DISC WHEELS
AXLE TANDEM

Quote Summary and Firm Order*

02/10/2025

Values are in U.S. Dollar

EQUIPMENT	EACH	TOTAL
ACX64 Class 8	\$	\$247,272.80
DUAL DRIVE LH AND RH SIT		
QUANTITY	1	
ADDITIONAL PURCHASED COVERAGES	\$0.00	\$0.00
EPA SURCHARGE	\$0.00	\$0.00
LEGACY ENGINE VOLUME PENALTY FEE	\$0.00	\$0.00
ADDITIONAL PRICE ADJUSTMENT	\$0.00	\$0.00
FACTORY CONTRACT MODIFICATION	\$0.00	\$0.00
OUTSIDE CONTRACT FREIGHT	\$0.00	\$0.00
PDI CHARGES	\$	\$750.00
ADDITIONAL SURCHARGE	\$0.00	\$0.00
NJPA FEE	\$	\$
NORTH AMERICAN FREIGHT VIA DESIGNATED SHIPPER	\$	\$2,550.00
TEMPORARY FREIGHT CHARGE	\$	\$
TOTAL EQUIPMENT PRICE	\$	\$250,572.80

OTHER CHARGES	EACH	TOTAL
FET AMOUNT TOTAL	\$	\$
STATE TAX/OTHER FEES	\$0.00	\$0.00
TOTAL QUOTE	\$	\$250,572.80

ACKNOWLEDGEMENT OF SPECIFICATIONS AND FIRM ORDER*

Customer has read the specifications set forth in this Quote, agrees they are accurate and hereby places a firm order for trucks with such specifications according to this Quote Summary and Firm Order.* Customer acknowledges that AUTOCAR will custom build the trucks. Accordingly, Customer agrees that once AUTOCAR places a truck in the production schedule, the order placed under this Quote Summary and Firm Order is binding and cannot be cancelled, changed, reduced or suspended by dealer or Customer except with AUTOCAR's written consent. Any provision contained in any Customer acknowledgment, purchase order or Customer terms and conditions that allows for cancellation without Autocar's written consent of the order placed under this Quote Summary and Firm Order is rejected and is not binding on AUTOCAR. This Quote Summary and Firm Order is subject to AUTOCAR's standard Quote Terms and Conditions, which can be found by [clicking here](#).

The undersigned having authority to agree on behalf of Dealer and Customer sign this Quote Summary and Firm Order as of the last date noted below the signatures.

Dealer Signature: _____	Customer Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

* Quotes are based on the specifications requested and the cost of materials and labor as of the date issued. AUTOCAR reserves the right to alter its prices at any time prior to delivery of the trucks. Prices may be updated to reflect changes to specifications, labor costs, or material costs - including, but not limited to, any new or additional tariffs. Any price changes will be communicated to Customer. Final prices will be reflected on the AUTOCAR vehicle invoice or on a document expressly evidencing AUTOCAR's intent to be bound.

GAWR, GVWR & Tire Pressure

02/05/2025

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	22,000#	Rear Wheels	59,200#
Front Tire Size And Tread	22,800#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	46,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	105.0	Rear PSI	105.0



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	February 24, 2025
SUBMITTED BY:	Adam Benton, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Ecology Grant Agreement WQC-2025-MaryPW-00105 for the Jennings Park Stormwater Facility Design Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute Ecology Grant Agreement WQC-2025-MaryPW-00105.
SUMMARY:	The City of Marysville has been offered \$612,621.18 in grant funding from the Department of Ecology (DOE) to design stormwater treatment facilities at Jennings Nature Park. The project's ultimate goal aims to improve water quality in Allen Creek through the design, and eventual construction, of two stormwater treatment facilities. The first and northernmost of this facility will repurpose an existing 30-year-old bioswale that receives runoff from Parkview Estates. The second and southernmost facility will be located in or near the Jennings Nature Park parking lot and will receive runoff from 64th Street NE. These facilities will treat for total suspended solids (TSS), oil (total petroleum hydrocarbons) and dissolved metals and will reduce the impacts of fecal coliform and low dissolved oxygen in Allen Creek. The total project cost is estimated to be \$612,621.18. This grant requires a 15% City match of eligible cost in the amount of \$91,893.18.

ATTACHMENTS:
[WQC-2025-MaryPW-00105_Final Draft Agreement.pdf](#)

Agreement No. WQC-2025-MaryPW-00105

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

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, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Jennings Park Stormwater Facility Design
Total Cost:	\$612,621.18
Total Eligible Cost:	\$612,621.18
Ecology Share:	\$520,728.00
Recipient Share:	\$91,893.18
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in Allen Creek, a tributary of the Snohomish River, through design and future construction of stormwater treatment facilities at Jennings Park in the City of Marysville. When built, this project will provide treatment for total suspended solids (TSS) and oil (total petroleum hydrocarbons) at a minimum and will also reduce flows to Allen Creek by increasing stormwater infiltration and providing stormwater detention.

Project Long Description:

This project will improve water quality in Allen Creek, a tributary of the Snohomish River, through design and future construction of stormwater treatment facilities at Jennings Park in the City of Marysville. The City of Marysville has a population of approximately 73,000 people and is roughly 20 square miles in area. The city is located in the lower Snohomish River Basin, in Water Resource Inventory Area (WRIA) 7. Under current conditions, stormwater in the project area is either discharged directly to Allen Creek or infiltrated by means of dispersion and legacy infiltration

Agreement No: WQC-2025-MaryPW-00105

Project Title: Jennings Park Stormwater Facility Design

Recipient Name: City of Marysville

infrastructure. Allen Creek is listed as a 303(d) impaired water body for fecal coliform bacteria and dissolved oxygen. Allen Creek discharges to Ebey Slough, which connects to Possession Sound, a salt wedge estuary of Puget Sound. Ebey Slough and Possession sound are both used for motorized and non-motorized aquatic recreation, and Possession Sound supports commercial shellfish farming, as well as recreational shellfish harvest and other marine life. The design and eventual construction of these stormwater facilities will reduce nutrients and other stormwater pollutants from entering these waterbodies.

The RECIPIENT recently completed a Stormwater Management Action Plan (SMAP) that included a receiving water assessment and sub-basin prioritization. Jennings Park ranked highest in the RECIPIENT's feasibility analysis considering criteria such as its infiltration potential and level of flow control, the large size of the site, and the opportunity to combine with future projects. With this project, the RECIPIENT will design stormwater treatment facilities in Jennings Park for two stormwater contributing areas, totaling approximately 105 acres.

The northern facility will be designed as an open "boxless" media filter system. This facility will repurpose an existing bioswale that receives runoff from the Parkview Estates neighborhood (55th Drive NE). The existing bioswale was built thirty years ago and does not meet current standards for treatment or flow control. The contributing basin for the northern facility is approximately 68.07 acres, and of this, approximately 31.30 acres is impervious.

The southern facility will be located in the Jennings Park parking lot off of 64th Street NE and will consist of a below-grade media filter system in a vault. The contributing basin for the southern facility is approximately 37.47 acres, and of this, approximately 17.24 acres is impervious.

Under this Agreement, the RECIPIENT will complete cultural and environmental review and permitting, hire a qualified consultant to complete a geotechnical investigation to determine available infiltration rates, complete a full topographical survey, and bring the project to 90 percent design. The RECIPIENT will perform stormwater modeling to confirm the necessary flow rate and volume for the proposed systems, based on site-specific infiltration rates. With the ECOLOGY-accepted 90 Percent Design Package completed under this Agreement, the RECIPIENT may apply for future funding for construction.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2025-MaryPW-00105

Project Title: Jennings Park Stormwater Facility Design

Recipient Name: City of Marysville

RECIPIENT INFORMATION

Organization Name: City of Marysville

Federal Tax ID: 91-6001459

UEI Number: KENDBGSMVPQ7

Mailing Address: 501 Delta Ave
Marysville, WA 98270

Organization Email: kchennault@marysvillewa.gov

Contacts

Project Manager	Adam Benton Project Engineer 501 Delta Avenue Marysville, Washington 98270 Email: abenton@marysvillewa.gov Phone: (360) 363-8283
Billing Contact	Andrew Hougan Financial Analyst 501 Delta Avenue Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Jeff Laycock Engineering Services Director 501 Delta Avenue 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

Agreement No: WQC-2025-MaryPW-00105
Project Title: Jennings Park Stormwater Facility Design
Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 1

Task Cost: \$28,000.00

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). If 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, and Recipient Closeout 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)	

Agreement No: WQC-2025-MaryPW-00105

Project Title: Jennings Park Stormwater Facility Design

Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 2

Task Cost: \$7,500.00

Task Title: Cultural and Environmental Review, and Permitting

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 documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2025-MaryPW-00105

Project Title: Jennings Park Stormwater Facility Design

Recipient Name: City of Marysville

Cultural and Environmental Review, and Permitting**Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

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Project Title: Jennings Park Stormwater Facility Design

Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 3

Task Cost: \$575,121.18

Task Title: Design Plans and Specifications

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.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Stormwater Deliverables Guidance document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Guidance.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will submit preliminary GIS polygon data for the contributing basin(s) and the BMP footprint(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverables Guidance for more information.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable

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federal, state, and local laws, and regulations.

Design Plans and Specifications**Deliverables**

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Preliminary project shapefiles, file geodatabase feature classes, shared feature services, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4

Task Cost: \$2,000.00

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 Close Out Report (RCOR) in EAGL in accordance with Task 1.
- B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

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.	

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Project Title: Jennings Park Stormwater Facility Design

Recipient Name: City of Marysville

BUDGET**Funding Distribution EG250343**

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 Type: Grant

Funding Effective Date: 07/01/2024

Funding Expiration Date: 06/30/2027

Funding Source:

Title: SFAP-SFY25

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	\$ 28,000.00
Cultural and Environmental Review, and Permitting	\$ 7,500.00
Design Plans and Specifications	\$ 575,121.18
Project Close Out	\$ 2,000.00

Total: \$ 612,621.18

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 91,893.18	\$ 520,728.00	\$ 612,621.18
Total		\$ 91,893.18	\$ 520,728.00	\$ 612,621.18

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.

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“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.

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“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 concrete; 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 United 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

Agreement No: WQC-2025-MaryPW-00105

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Recipient Name: City of Marysville

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

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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

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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

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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.

RECIPIENT 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

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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

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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.

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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

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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

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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

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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

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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.

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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,

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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.

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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) <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

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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/>](https://sam.gov/SAM/) exclusion list.

DRAFT

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).

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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

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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

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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.

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Project Title: Jennings Park Stormwater Facility Design

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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

Agreement No: WQC-2025-MaryPW-00105

Project Title: Jennings Park Stormwater Facility Design

Recipient Name: City of Marysville

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

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Project Title: Jennings Park Stormwater Facility Design

Recipient Name: City of Marysville

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.

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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.

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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 Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Court Administrator Suzanne Elsner, Court

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interagency Agreement between the Administrative Office of the Courts and the Marysville Municipal Court

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement with the Administrative Office of the Courts for pre-trial services grant.

SUMMARY: Pre-Trial service grant in the amount of \$7500.00 for the Marysville and Everett Municipal Court to use for pre-trial services items.

ATTACHMENTS:
[IAA25671_Everett_and_Marysville_-_Pretrial.docx](#)

INTERAGENCY AGREEMENT IAA25671
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
EVERETT AND MARYSVILLE MUNICIPAL COURT

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Everett and Marysville Municipal Court (Court), (individually known as “party” and collectively as “parties”).

I. PURPOSE

The purpose of this agreement is to provide reimbursements to the Court to support implementation of pretrial supportive services as well as for training needs for the court and its partners.

II. SCOPE OF WORK

The Court shall:

A. Use funds as follows:

- Costs for staff training and to expand menu services to clients in a pretrial status - \$7,500
- Any unspent funds can be reallocated by Court for training which relates to pretrial fundamentals and organization development. If there are remaining funds after this action has taken place, these will be reallocated by AOC through the Revenue Sharing process detailed in section VI of this agreement.

B. Work collaboratively with AOC and the technical assistance team to implement training for Marysville and Everett Municipal courts and its partners. This collaboration will also support efforts to launch and or expand client support services.

C. Participate in virtual monthly zoom calls as support and technical assistance to ensure best practices.

D. Submit monthly invoices for reimbursement of costs associated with training and development and or client support services.

E. Submit a summary report that reflects how the use of grant funds impacted their court.

III. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance under this Agreement shall be in effect from January 1, 2025, and continue through June 30, 2025, unless terminated sooner as provided herein or extended in writing by mutual agreement between the parties.

IV. COMPENSATION AND PAYMENT

A. AOC will reimburse the Court a total compensation not to exceed **seven thousand**

five hundred dollars (\$7,500.00) for payments made by the Court during the period from January 1, 2025, through June 30, 2025, related to the purpose of this agreement.

- B. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- C. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Scope of Work.

Funds cannot be used for:

- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be new employee to be eligible for funding).
- Program incentives that constitute a gift or reward.
- Items and activities outside of the cost categories in the Court's contract.

V. BILLING PROCEDURES

Court will submit invoices properly prepared state form A-19s via email to AOC Financial Services at payables@courts.wa.gov. Invoice shall be submitted to AOC for expenditures monthly or quarterly. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance and may result in delays in funding. Payments made by AOC within 30 days of receipt of a properly completed A-19 invoice shall be deemed timely. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number: IAA25671.
- B. Court name, address, phone number.
- C. Court Federal Tax Identification Number.
- D. Description of Services provided.
- E. Date(s) Services provided.
- F. Total Invoice Price.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025, that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC

determines the Court may spend more money than is available under the Agreement for its scope, then the AOC may increase the Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a final revenue sharing A-19 to payables@courts.wa.gov by July 31, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there

is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. 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.

XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does 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.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Yvonne Jones PO Box 41170 Olympia, WA 98504-1170 Yvonne.jones@courts.wa.gov (360) 704-5564	Judge Fred Gillings / Susan Elsner 501 Delta Avenue Marysville, WA 98270 fgillings@marysvillewa.gov (360) 363-8050

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Signature

Date

Signature

Date

Kerra Lynch

Name

Fred Gillings

Name

Associate Director/ Management
Services Division

Title

Judge

Title



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	February 24, 2025
SUBMITTED BY:	Public Works Director Jeff Laycock, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Supplemental Agreement No. 1 to the Professional Services Agreement with Commonstreet Consulting, LLC for the 88th Street NE Corridor Improvements Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to execute and sign the Supplemental Agreement No. 1 to the Professional Services Agreement with Commonstreet Consulting, LLC for the 88th Street NE Corridor Improvements Project.
SUMMARY:	Commonstreet Consulting, LLC is providing right-of-way services for the 88th Street NE Corridor Improvement project, Phase 1 from east of State Avenue to 55th Avenue NE. The original professional services agreement, in the amount of \$1,268,565, was executed on March 23, 2023. Since then, the City has reached settlements with 71 (out of 82 needed) property owners. An additional \$89,861.31 is needed in order to complete all remaining acquisitions. All right-of-way acquisition work is still targeted to be complete by March 1, 2026 in order to proceed with construction.

ATTACHMENTS:
[Commonstreet Supplemental - Signed by Consultant.pdf](#)


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>01</u>		Organization and Address	
Original Agreement Number		Commonstreet Consulting, LLC 92 Lenora St, PMB 125, Seattle, WA 98121	
Project Number R1101		Phone: (206) 920-4017	Completion Date 3/1/2026
Project Title 88th Street NE Corridor Improvements PHASE I State Ave to 55th Ave NE		New Maximum Amount Payable \$1,358,426.31	
Description of Work This work will include right of way services for property owner settlement requests, valuations, property owner negotiations and acquisition documentation, and Washington State Department of Transportation (WSDOT) certification support. The scope and fee proposal provided herein is in response to request for a supplemental scope and fee for a project with Federal Highway Administration (FHWA) funding in the Preliminary Engineering and Construction phases and is based on ICR/FAR rates.			

The Local Agency of City of Marysville

desires to supplement the agreement entered in to with Commonstreet Consulting, LLC

and executed on 3/23/2023 and identified as Agreement No. 1

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion Date: 3/1/2026

III

Section V, PAYMENT, shall be amended as follows:

See Exhibit A

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Chris LaBonte, Exec. VP/Chief Operating Officer By: Jon Nehring, Mayor

Signed by:

 D39C0C9D832642A... Consultant Signature

 Approving Authority Signature

 Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total	\$1,268,565.00	\$89,861.31	\$1,358,426.31



January 27, 2025

Ms. Rochelle Barker
City of Marysville, Legal Services Manager
 501 Delta Avenue
 Marysville, WA 98270

92 Lenora St, PMB 125
 Seattle, WA 98121
 (206)920-4017

info@csrow.com
 www.csrow.com



Re: Supplemental Scope and Fee Proposal – Marysville: 88th St NE Corridor Improvements

Dear Ms Barker: Thank you for the opportunity to provide right of way services for this important multi-modal corridor improvement project for the City of Marysville. This work will include services for property owner-settlement requests, valuations, property owner negotiations and acquisition documentation, and Washington State Department of Transportation (WSDOT) certification support. The scope and fee proposal provided herein is in response to request for a supplemental scope and fee for a project with Federal Highway Administration (FHWA) funding in the Preliminary Engineering and Construction phases and is based on ICR/FAR rates.

Scope Summary and Project Understanding

This project has included ROW Plan revisions, property owner demands for appraisals in lieu of waivers, design changes, evaluation of potential mitigations of hazardous conditions, and QA/QC efforts of necessary and required ROW inputs from third parties. All right of way activities have and will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT LAG manual, and the City's WSDOT Approved ROW Procedures. This is a total amount not to exceed (NTE) supplementary budget and allocation between subtasks is for reference only and does not constitute separate budgets for each subtask.

Assumptions

- The Right of Way or Construction phases of the project have federal funding and WSDOT ROW Certification will be required.
- There are no full acquisitions.
- No further design changes will occur after the initial valuation assignment is authorized.
- Legal descriptions suitable for recording and meeting all WSDOT requirements will be provided to Commonstreet from a licensed survey company.
- Title reports will be provided by the City.
- The City will pay directly to the title company all expenses for title commitments, recording fees, escrow services, and title insurance.
- Commonstreet will provide support services for closing acquisitions, managing escrow, and authorizing payments to property owners.



- Since execution of the contract, project requirements have been modified by promulgation of the “Final Rule”, WSDOT Local Programs processes regarding presentation of certification files, Manner of Notices, development of Administrative Settlements, and temporary relocation requirements.
- All assumptions in the original consultant contract are incorporated by this reference as if set out in full.

Best regards,

A handwritten signature in blue ink, appearing to read 'Ted Parry', is written over a light blue horizontal line.

Theodore R Parry
Senior Project Manager, LPA
Western/Central Washington

Scope of Services

Task 1.0 – ROW Project Management

- Prepare for and attend early design development meetings as requested by the City or the project team;
- Provide post-acquisition services as requested by the City or project team to support early design development;
- Respond to inquiries and needs identified by your team, the City and/or Project Stakeholders;
- Oversight of preliminary ROW activities to comply with WSDOT requirements;
- Provide written and oral status updates on right of way activities;
- Provide oversight to all aspects of the right of way program;
- Review City’s approved Right of Way Procedures;
- Develop and execute the Right of Way program in compliance with state law, Uniform Act and WSDOT requirements;
- Provide oversight of ROW activities to comply with WSDOT certification requirements;
- Maintain quality control/quality assurance protocols in the execution of the right of way tasks;
- Coordinate title reviews.

Task 2.0 – Title Searches and Review

- Create state and federal compliant project files for each parcel;
- Request the City order new and/or updates to existing title commitments;
- Review title reports for each parcel and identify each exception;
- Once a parcel’s title interest has been reviewed, identify methods of clearance per City direction.

Task 3.0 – Valuation Services

- Coordinate valuation task and any subconsultants;
- Provide all documentation required to complete Appraisal Waivers supporting City’s Determinations of Value and integrate findings into offer packages.



- Commonstreet will manage Right of Way Team sub-consultants to prepare the AOSs or prepare the AOSs in-house;
- Coordinate the development of DV/Just Compensation approved by the Agency.

Task 4.0 - Negotiations, Administrative Settlements, QA/QC

- Project file set-up;
- Review of all valuation and compensation data;
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
- Prepare, deliver and present offer packages;
- Negotiate settlements, and draft justification memos when necessary;
- Clear encroachments to comply with federal and state requirements;
- Additionally, includes support preparing condemnation ordinance(s) when required.

Task 5.0– WSDOT Certification and File Close Out

- Collaborate with City during certification process;
- Set up client escrow account or facilitate execution of all conveyance documents, payment vouchers, proof of payment and closing data along with recorded conveyance documents and closing of files;
- Compile completed/closed files to provide to WSDOT LAC;
- Address any items brought forth by Local Programs;
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City and provide to City for retention.

	Scope and Fee Table Summary				
	Marysville-88th NE Corridor				
	1/24/25				
				Indirect Cost Rate	119.58%
			Fixed Fee %	30.00%	
	Tasks	Job Classifications	Fully Burdened NTE Rate	Qty.	Total
1.0	Project Management and Administration	Principal / Senior Advisor / Program Manager	\$301.99	36	\$10,871.70
		Senior Project Manager / Senior Field Manager	\$234.61	98	\$22,991.31
		Senior Project Control Specialist / Senior Right of Way Technician	\$159.73	30	\$4,791.94
2.0	Title Review and Conveyance Documents Drafts	Senior Project Control Specialist / Senior Right of Way Technician	\$159.73	25	\$3,993.28
3.0	Appraisal and Appraisal Review Coordination	Senior Project Manager / Senior Field Manager	\$234.61	4	\$938.42
		Senior Project Control Specialist / Senior Right of Way Technician	\$159.73	6	\$958.39
4.0	Negotiations, Administrative Settlements, and QA/QC	Senior Right of Way Agent / Senior Property Management Specialist / Senior Outreach and	\$192.18	35	\$6,726.18
		Right of Way Agent / Property Management Specialist / Outreach and Engagement Specialist	\$117.30	140	\$16,422.36
5.0	Project Close-out and Certification	Senior Project Manager / Senior Field Manager	\$234.61	12	\$2,815.26
		Senior Project Control Specialist / Senior Right of Way Technician	\$159.73	90	\$14,375.81
		Right of Way Agent / Property Management Specialist / Outreach and Engagement Specialist	\$117.30	22	\$2,580.66
	Labor Hours Total			498	\$87,465.31
	Expenses	Type	Rate	Qty.	Total
	Other Direct Costs (ODC's)	Reproduction, Postage, and Delivery	\$210.00	1	\$210.00
		Appraisal Review	\$1,500.00	1	\$1,500.00
		Mileage at current federal rate	0.70	980	\$686.00
	Expense Total				\$2,396.00
	Contract Total				\$89,861.31



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Parks Director Tara Mizell, Parks, Culture, & Recreation

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Second Amendment to the Management Agreement with Premier

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the amendment for Premier for management services at Cedarcrest Golf Course for 5 years from March 1, 2025, to February 28, 2030.

SUMMARY: The existing contract allows for two five-year extensions. This amendment clarifies the contract will be extended from March 1, 2025, to February 28, 2030.

ATTACHMENTS:

[Cedarcrest_ - _Second_Amendment_2025.pdf](#)
[Premier_Golf_Renewal__002_.pdf](#)
[Premier Golf Centers - Golf Course Management \(1\).pdf](#)

**SECOND AMENDMENT
TO
MANAGEMENT AGREEMENT
(Cedarcrest Golf Course)**

This Second Amendment (the “**Amendment**”) is entered into this 1st day of March 2025, by and between the City of Marysville, a municipal corporation of the State of Washington (“**City**”), and Premier Golf Centers, LLC, a California limited liability company, and its subsidiary, PGC Interbay, LLC, a Washington limited liability company (together with Premier Golf Centers, LLC, “**Operator**”)

RECITALS:

A. Operator is the operator of that certain golf course and related facilities known as the “Cedarcrest Golf Course” located in the City of Marysville, Washington, pursuant to that certain Golf Course Management Agreement by and between Operator and Owner dated October 17, 2019, as amended by that certain First Amendment dated as of May 12, 2020 (together, the “**Management Agreement**”).

B. Owner and Operator have agreed to amend the Management Agreement, all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. **Recitals**. The foregoing recitals are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Management Agreement.

2. **Effective Date**. Notwithstanding anything to the contrary contained in the Management Agreement, the effective date of this Second Amendment is March 1, 2025 (the “**Effective Date**”).

3. **Term**. Notwithstanding anything to the contrary contained in the Management Agreement, Section 4.1 of the Management Agreement shall be deleted in its entirety and replaced with the following:

“4.1 Term of Agreement. The term of this agreement shall be for five (5) years, beginning on the Effective Date of March 1, 2025, and ending on February 28, 2030.”

4. **Notices**. Notwithstanding anything to the contrary contained in the Management Agreement, Section 14.3 of the Management Agreement shall be amended by adding the following after the address listed for Operator:

“With a copy to:
Troon Golf, L.L.C.
15044 North Scottsdale Road, Suite 300
Scottsdale, Arizona 85254
Attn: Jeff Hansen, Legal Department
Phone No. 480-477-0439
E-mail. jhansen@troon.com”

5. **General.**

(a) This Second Amendment shall be governed by and construed in accordance with the laws of the State of Washington.

(b) Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this Second Amendment in the capacity set forth beneath his or her signature.

(c) This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended only by written agreement signed by each party.

(e) This Second Amendment may be executed in two or more counterparts (including facsimile), each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment the Golf Course Management Agreement to be executed on the day and year first written above.

Owner:

City of Marysville,
a municipal corporation of the State of
Washington

By: _____

Name: _____

Its: _____

Operator:

Premier Golf Centers, LLC,
a California limited liability company

By: _____

Name: _____

Its: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2025

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

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

PRODUCER Precision Ins. Brokerage, LLC PO Box 1270 Eagle ID 83616		CONTACT NAME: Lori Miles PHONE (A/C, No, Ext): (888) 514-2337 E-MAIL ADDRESS: Lori@precisioninsllc.com FAX (A/C, No): (949) 573-2653	
INSURED Premier Golf Centers DBA: PGC Interbay, LLC Troon WA Leasing MA, LLC 2501 15th Ave W Seattle WA 98119		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		PAC F196090 00	05/20/2024	5/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PAC F196090 00	05/20/2024	05/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0			EXC F196094 00	05/20/2024	05/20/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	PAC F196090 00	05/20/2024	05/20/2025	☒ PER STATUTE ☐ OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Blkt Loss of Income/Xtra Expense BLKT Bus Pers Property			PAC F196090 00	05/20/2024	05/20/2025	\$2,000,000 \$650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please refer to attached general liability additional insured endorsement.

Locs: Cedarcrest Golf Course

Comprehensive Crime- Money and Securities Inside/Outside- \$50K, Forgery or Alteration \$100K, Computer Fraud \$100K, Employee Dishonesty \$500K
Robbery Inside \$25K- \$1,000 Deductible. Blanket Coverage over All locations under the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Marysville
City Clerk
1049 State Avenue
Marysville WA 98270

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lori Miles

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INSURED: Premier Golf Centers, LLC POLICY NUMBER: PAC F196090 00 Eff. 5/20/24-25

COMMERCIALGENERALLIABILITY

CG 20 11 01/96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF
PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

1. Designation of Premises (Part Leased to You): **All under contract**
2. Name of Person or Organization (Additional Insured): **City of Marysville 6810 84th St NE,
Marysville, WA 98270**
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



AGREEMENT RENEWAL | AMENDMENT #1

Golf Course Management Agreement, dated 2/23/2015, between the City of Marysville and Premier Golf Centers, LLC is hereby amended as follows:

Exercise Contract Renewal Option:

Amend: 1.19 Effective Date:

"Effective Date" shall mean December 31, 2015 at 11:59 p.m.

To Read: 1.19 Effective Date:

"Effective Date" shall mean March 1, 2020 at 11:59 p.m.

Amend: 4.1 Term of Agreement

The initial term of this agreement shall be for five (5) years, with two (2) five (5) year renewals at the City's option, beginning on the Effective Date of March 1, 2015.

To Read 4.1: Term of Agreement

The term of this agreement shall be for five (5) years, with one (1) five (5) year renewal at the City's option, beginning on the Effective Date of March 1, 2020.

Amend: 5.1(F) Golf Course Maintenance

(Full paragraph) Within sixty (60) days of the execution of this agreement, operator will commence year round maintenance services which shall include, but not be limited to, maintenance staff management, turf management, natural areas, landscaping, tree maintenance, irrigation system, environmental compliance, record keeping and reporting and other miscellaneous maintenance within the golf course property. Maintenance of the golf course will be in accordance with the standards set forth in Exhibit C of this Agreement. The City may delay the commencement of the Operators assumption of maintenance responsibilities by giving the Operator written notice that the City will continue providing maintenance services for the Golf Course. Such notice shall be given to the Operator within forty-five (45) days of the execution of this Agreement. If the City elects to delay commencement of the Operator's assumption of maintenance responsibilities, the City shall provide written notice to the Operator for the duration of the delay. The duration of the delay shall be no more than sixty (60) days unless otherwise agreed by the parties. The City shall be responsible for all Golf Course maintenance until the end of the stated delay.

To Read: 5.1(F) Golf Course Maintenance

(Full paragraph) The Operator shall provide year-round maintenance services which shall include, but not be limited to, maintenance staff management, turf management, natural areas, landscaping, tree maintenance, irrigation system, environmental compliance, record keeping and

reporting and other miscellaneous maintenance within the golf course property. Maintenance of the golf course will be in accordance with the standards set forth in Exhibit C of this Agreement.

Amend: 6.1 Budget

(Sentence one-three) The Operator shall submit to the City, for its review and approval, the Annual Budget for each Operating Year after the first Operating Year of this Agreement. The Budget for the first Operating Year will be provided by the City. Beginning in 2016, the operator will submit a proposed Budget no later than a date to be determined each year under the Agreement for the upcoming calendar year (by way of example, the proposed Budget for Operating Year/Calendar year 2016, by June 1 of 2015)

To Read: 6.1 Budget

(Sentence one-three) The Operator shall submit to the City, for its review and approval, the Annual Budget for each Operating Year. The operator will submit a proposed Budget no later than a date to be determined each year under the Agreement for the upcoming calendar year (by way of example, the proposed Budget for Operating Year/Calendar year 2021, by June 1 of 2020)

Amend: 6.2 Budget

(Sentence one) Beginning the date to be determined and on or about February 2016th of each Operating Year during the term...

To Read: 6.2 Budget

(Sentence one) Beginning the date to be determined and on or about February 20th of each Operating Year during the term...

Amend: 6.2 Fees

(Sentence one-two) Initially all Fees and Charges shall be the Current Fees and Charges schedule that have been approved by the City. Beginning with the Operator's submission of the proposed 2016 Budget on a date to be determined.

Eliminate: 6.2 Fees

(Eliminate Sentence one-two)

Add: 7.1 - R: Procurement Benefit

"Operator shall arrange for the procurement, as a Direct Cost, of all operating supplies, operating equipment, inventories and services as are deemed necessary to the normal and ordinary course of operation of the Golf Course in accordance with the operating procedures. In purchasing operating supplies, operating equipment, inventories (including merchandise to be sold in the golf shop) and services for the Golf Course, Operator may utilize its purchasing procurement services and/or other group buying techniques involving other affiliated golf courses managed by Operator, provided that the cost thereof shall be competitive with that which would be charged by non-affiliated third

party vendors in an arms-length transaction. In connection therewith, City shall be entitled to receive any and all price discounts or credits that are available under such programs of the specific item or services provided to the Golf Course; provided that Operator may receive and retain a fee or other compensation from vendors and service providers based on aggregate purchases of such items or services in exchange for Operator's services in making the benefit of volume purchases available to the Golf Course or negotiating and implementing the arrangements with such vendors or providers, provided that the cost shall be competitive as aforesaid. City shall have the option to opt out of Operator's procurement program at any time by providing written notice to Operator of its intent to opt out."

Amend: 8.1 Base Management Fee

(Sentence one) During the term of the agreement, the City shall pay the Operator and annual fee of Ninety-Six Thousand Dollars and No Cents (\$96,000.00) per year or on a monthly basis, a fixed amount of Eight Thousand Dollars and No Cents (\$8,000.00) per month ("the Management Fee")

To Read 8.1: Base Management Fee

(Sentence one) During the term of the agreement, the City shall pay the Operator and annual fee of One Hundred Seven Thousand, One Hundred and Twelve Dollars and No Cents (\$107,112.00) per year or on a monthly basis, a fixed amount of Eight Thousand Nine Hundred and Twenty Six Dollars and No Cents (\$8,926.00) per month ("the Management Fee")

Amend: 8.1 Base Management Fee

(Last sentence) Starting in year two, any increase to the Management Fee shall be based on the Seattle-Tacoma-Bremerton Consumer Price Index (CPI-W) for June with no less than zero percent (0%) and no greater than three percent (3%).

To Read: 8.1 Base Management Fee

(last sentence) Starting in year two, any increase to the Management Fee shall be based on the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W) for June with no less than zero percent (0%) and no greater than three percent (3%).

Amend: 8.2: Annual Growth Incentive Fee

(full paragraph) During the course of this contract, the City shall pay the Operator an Annual Growth Incentive based on the financial performance of the golf course. The City shall pay the operator a five percent (5%) annual growth incentive if Total Net Revenues exceed base level adjusted annually for inflation as the CPI identified in Section 8.1 of this Agreement. Total Net Revenues is total revenues excluding sales tax, admission tax and cost of goods sold from Merchandise and Lessons. The following table depicts a sample to be used to calculate the annual growth incentive. For calculation of the Annual Growth Incentive direct operating expenses will not exceed the approved annual budget.

To Read: 8.2: Annual Growth Incentive Fee

(full paragraph) During the course of this contract, the City shall pay the Operator an Annual Growth Incentive based on the financial performance of the golf course. The City shall pay the operator a five percent (5%) annual growth incentive if Total Net Revenues exceed base level adjusted annually for inflation as the CPI identified in Section 8.1 of this Agreement. Total Net Revenues is total revenues excluding sales tax, admission tax and cost of goods sold from Merchandise and Lessons. Also excluded are revenues associated with the initial \$1,500 in tent rentals and the initial \$2,500 (amount of annual subscription paid by City) in revenues received annually for Golf Genius. The inclusion or exclusion (in the calculation of Total Net Revenues) of "new" revenue streams will be mutually agreed upon by the City and Premier Golf. The following table depicts a sample to be used to calculate the annual growth incentive. For calculation of the Annual Growth Incentive direct operating expenses will not exceed the approved annual budget.

Amend: Example Table of Incentive Program as seen in original agreement

To Read: Example: See 8.2.2 for calculation formula

CEDARCREST INCENTIVE PROGRAM				
Category	2017-2019 (3) Year Avg	% Net	Base	Example Based on 2019
Green Fees	\$ 722,761	100%	\$ 722,761	\$ 833,430
Golf Cart Rentals	\$ 225,274	100%	\$ 225,274	\$ 265,364
Merchandise	\$ 141,695	35%	\$ 49,593	\$ 61,632
Lessons	\$ 5,143	20%	\$ 1,028	\$ 819
Total	\$ 1,094,873		\$ 998,656	\$ 1,160,426
Net Revenue Growth				\$ 161,770
Annual Growth Incentive				\$ 8,088.48

The actual numbers will vary slightly as calculations are reconciled with city year-end numbers.

Amend Cost of Goods Assumptions (located under example of 8.2)

Merchandise 35%
Lesson Commissions 80%

Amend Cost of Goods Assumptions (located under example of 8.2)

Merchandise 65% COGS | 35% Net Revenue
Lesson Commissions 80% COGS | 20% Net Revenue

Eliminate: 8.2.1: Annual Growth Incentive Fee

(final sentence) Between Effective Date of the Contract and calendar year 2015, the Contractor will not receive an incentive payment. It will only receive its management fee (in addition to reimbursement of direct costs and merchandise cost of goods sold).

Amend: 8.2.2: Annual Growth Incentive Fee

(first sentence) Incentive payments are based on the prior year Net Revenue

To Read: 8.2.2: Annual Growth Incentive Fee

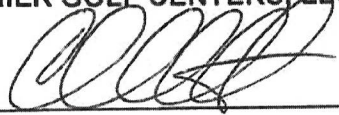
(first sentence) Incentive payments are based on the three-year (2017-2019) average of Net Revenue. The defined three-year (2017-2019) average of Net Revenue will serve as the baseline throughout the entire five-year agreement.

All other terms, conditions and language within the original contract shall remain the same.

CITY OF MARYSVILLE

Signature 
Printed Name Jan Nerny
Title Mayor
Date 5/12/20

PREMIER GOLF CENTERS, LLC

Signature 
Printed Name C.A. Roberts
Title President
Date 5-7-2020

THE CITY OF MARYSVILLE CEDARCREST GOLF COURSE MANAGEMENT AGREEMENT

This Golf Course Management Agreement ("Agreement") is entered into by and between the City of Marysville ("City"), a municipal corporation of the State of Washington, with principal address at 1049 State Avenue, Marysville, WA 98270 and Premier Golf Centers, LLC, and its subsidiary, PGC Interbay, LLC ("Operator") with principal address at 2466 Westlake Avenue North #8, Seattle, WA 98109.

RECITALS:

WHEREAS, the City owns the Cedarcrest Golf Course and related facilities ("Golf Course"); and
WHEREAS, the City desires to enter into an agreement with an experienced public and/or municipal Golf Course Operator to provide for the overall management and operation of golf services and the collection of fees therefrom to ensure the highest quality of golf programs and related benefits for the public while operating within the budget approved by the City; and

WHEREAS, the City issued a Request for Proposal in order to select a Golf Course Operator and Operator submitted the successful proposal; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

- 1.1 "Adjusted Gross Revenue" means Gross Revenue earned from the operation of the City's Golf Course reduced only by a) Washington State sales taxes and other tax imposed by any government agency on sales, b) admissions taxes collected, and c) revenue collected from the sale or surplus of equipment associated with golf course maintenance.
- 1.2 "Annual Budget" means the annual budget for the Golf Course. The proposed Annual Budget shall be delivered by the Operator to the City by June 1st of each year.
- 1.3 "Approved Annual Budget" means the Golf Course budget that is approved by the City.
- 1.4 "Capital Expenditure" means any expenditure for new or replacement capital equipment or improvements to the Golf Course that have an anticipated useful life equal to or greater than one (1) year and a cost of 5000 (Five Thousand Dollars) or greater
- 1.5 "City" means the City of Marysville, a municipal corporation, and its elected officials and any department or subdivision thereof.
- 1.6 "Dark" means ½ hour after sunset until ½ hour before sunrise.
- 1.7 "Department" means the City of Marysville's Department of Parks and Recreation.
- 1.8 "Direct Cost" means any cost which is directly related to the normal and ordinary staffing, operations, or routine maintenance of the Golf Course as approved by the City in the Annual Budget as further defined in Section 7.1.
- 1.9 "Director" means the Director of the Parks and Recreation responsible for the management of the Golf Course Management Agreement and the overall operations of the City Golf Course.
- 1.10 "Cost of Goods Sold": "Cost of goods Sold" shall mean annual cost of Pro Shop merchandise sold, plus actual cost of food and beverage sold, plus the commissions paid on Lessons given.
- 1.11 "Effective Date" means the date listed in Section 4.1 of the Agreement.

ORIGINAL

- 1.12 "Executive" means any person who has a financial interest in Premier Golf Centers, LLC or any officer of the company with the title of Chief Executive, Chief Financial, or Director.
- 1.13 "Fees and Charges" means the fees and charges for use of the Golf Courses (greens fees and cart rental fees) as approved by the City for the applicable Operating Year.
- 1.14. This section left intentionally blank.
- 1.15 This section intentionally left blank.
- 1.16 "Golf Course" means all of the buildings, grounds, fixtures, structures, restrooms, equipment, computers, tools, vehicles, fencing, utilities and all appurtenances thereto.
- 1.17 "Golf Lessons" means the professional golf instruction given at the Golf Courses by either the Class "A" PGA Golf Professional or qualified golf instructors as approved by the City, the Department and employed or subcontracted by the Operator.
- 1.18 "Gross Revenue" means any and all income received from the operation of the City's Golf Course and business conducted from or at the Golf Course, including but not limited to the proceeds from all retail and wholesale sales and fees. The term "Gross Revenue" does not mean or include the amount of money refunded to, and not merely credited to the account of, customers who return or do not accept merchandise sold by Operator; any exchange of merchandise between locations or the central warehouses where such exchange is made solely for the convenient operation of Operator's business; returns to shippers or manufacturers; any discount allowed by Operator to customers; or business conducted by Operator from the Operator Offices or Premises on behalf of non-City entities.
- 1.19 "Operating Year" means:
- A. The first Operating Year shall commence on the Effective Date and end on December 31, 2015 at 11:59 p.m.
 - B. Each Operating Year thereafter shall comprise the period of twelve (12) full calendar months.
- 1.20 "Operator" means Premier Golf Centers, LLC and its subsidiary, PGC Interbay, LLC (the professional golf course operating company selected to operate the City's Golf Course.)
- 1.21 "Operator Offices" means space located at the Cedarcrest Golf Course.
- 1.22 "Prepays" means money received on account as a credit available towards customers or groups. Gift cards are accessed by a physical card and good for any item. Credit books are designated by number and are generally for golf merchandise only unless they are temporary accounts set up for prepaid deposits on banquets or tournaments.
- 1.23 "Pro Shop" means the golf and merchandise facilities located at the Golf Course.
- 1.24 "Restaurants" means the food and beverage dining facilities located at the Golf Course. Vending machines, remote food carts, and other food-related activities on the Golf Course are included in the definition of "Restaurants."
- 1.25 "Property" means the real property upon which the Golf Course is located. The Property is described in Exhibit A hereto.

1.26 "Standard Operating Procedure Manual" means the Operating Procedures Manual as recognized in Exhibit "D" which will be updated and supported by Operator through the length of the Agreement.

2. RETENTION OF OPERATOR.

The City hereby retains the Operator for the management and operation of the Golf Course and all related facilities and services, including, but not limited to, the Golf Course, Pro Shop, Golf Cart Rentals, on course restrooms and all other Buildings located at the Golf Course, excluding the Golf Restaurant building. The City's Request for Proposal/Request for Information dated November, 2014 and the Operator's response to this Request for Proposal/Request for Information dated December 18, 2014 are incorporated into this Agreement by reference.

2.1 INDEPENDENT CONTRACTOR STATUS

The services and deliverables shall be furnished by the Operator as an independent Operator, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the City with respect to payments to Operator. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of Operator's status as an independent Operator hereunder, no workers' compensation insurance has been or will be obtained by the City on account of Operator. Operator may be required to provide the City proof of payment of these said taxes and benefits. If the City is assessed or deemed liable in any manner for those charges or taxes, the Operator agrees to hold the City harmless from those costs, including attorney's fees.

3. ACCEPTANCE.

Prior to the Effective Date of this Agreement, the Operator has made an inspection of the Golf Course and related fixtures and facilities and hereby accepts their condition for purposes of this Agreement on an "as is" basis.

4. TERM.

4.1 Term of Agreement. The initial term of this Agreement shall be for five (5) years, with two (2) five (5) year renewals at the City's option, beginning on the Effective Date of March 1, 2015.

4.2 Upon termination of the Agreement, all employees and agents of the Operator shall vacate the premises of the Golf Course and shall have no further rights or duties thereon, except to ensure and organize a proper transfer of the premises, equipment and property, records and all inventories and pre-pays (credit books and gift cards) of the Golf Course back to the City.

4.3 Termination for Convenience. Either party to this Agreement shall have the right to terminate this Agreement by delivering to the other party written notice of its intention to terminate at least ninety (90) days prior to the effective date of the termination.

5. OPERATOR'S BASIC SERVICE OBLIGATIONS.

5.1 Golf Management Services. The Operator shall sell, rent, lease, store and repair golf equipment, sell golf-related clothing and supplies, provide instructional services in the playing of golf, and operate the Golf Course, Pro Shop, Golf Cart rentals as set forth in this Agreement. The Operator shall employ a Class "A" PGA Professional in a supervisory capacity and may employ supervisors, golf professionals and other personnel at the Golf Course, subject to the approval of the City.

A. Merchandise. The Operator is authorized to make purchases in order to provide and maintain in the Pro Shop such inventory of golf merchandise as deemed necessary within the City's Approved Annual Budget to adequately meet the expectations of the public. After written notice to and consultation with the Operator, the City shall have the right to prohibit the sale and rental of any item of merchandise if the City, in its sole

discretion, determines that the item(s) is of such inferior quality as to not be in the public interest to be offered for sale or that such item(s) is not necessary or desirable for proper service to the public. Unless otherwise approved by the Director or designee, the Operator will maintain minimum/maximum inventory levels for sale in the Pro Shop as determined by the City.

- B. The City reserves the right to require that the Operator shall keep a system of accounts for prepaid books (credit books) of tournament winnings awarded at the course for tournament play. The course manager shall control the credit book accounts such that he or she can only increase or decrease winners' book accounts. The system will only allow a total increase to winners' book accounts by no more than the total available in the tournaments' credit book account. The Operator shall be able to run reports for all tournaments at the course and to check all credit book balance sheets. Credit book holders shall be able to spend funds at the City golf course.
 - C. Golf Lessons. The Operator shall provide for Golf Lessons by employing qualified instructors accredited by the PGA and the PGA apprentice program. The Operator shall cause all golf instructors, including Class "A" PGA Golf Professionals, to comply with the rules and regulations of the Golf Course Standard Operating Procedures
 - D. Golf Programs. Operator shall implement and promote golf programs as provided in the Golf Course Standard Operating Procedures by providing group lessons and general golf instruction, and by conducting tournaments for men's and women's clubs, junior and senior groups, leagues and outings.
 - E. Minimum Hours of Operation. At a minimum, the facilities shall initially be open and available to the public as listed on Exhibit B attached herein. Thereafter the days of operation and daily hours of operation shall be as recommended by the Operator and as approved by the Director.
 - F. Golf Course Maintenance. Within sixty (60) days of the execution of this agreement, Operator will commence year round maintenance services which shall include, but not be limited to, maintenance staff management, turf management, natural areas, landscaping, tree maintenance, irrigation system, environmental compliance, record keeping and reporting and other miscellaneous maintenance within the golf course property. Maintenance of the golf course will be in accordance with the city standards set forth in Exhibit C of this Agreement. The City may delay the commencement of the Operator's assumption of maintenance responsibilities by giving the Operator written notice that the City will continue providing maintenance services for the Golf Course. Such notice shall be given to the Operator within forty-five (45) days of the execution of this Agreement. If the City elects to delay commencement of the Operator's assumption of maintenance responsibilities, the City shall provide written notice to the Operator for the duration of the delay. The duration of the delay shall be no more than sixty (60) days unless otherwise agreed by the parties. The City shall be responsible for all Golf Course maintenance until the end of the stated delay.
- 5.2 Building and Equipment Maintenance Services. Throughout the term of this Agreement, the Operator shall keep and maintain in good, operable, usable and sanitary order and repair the interiors and hard surface exteriors contiguous to the parking lots of the Golf Course, including, but not limited to, the Pro Shops, on course restrooms, storage spaces, and golf cart rentals, and all buildings, structures, improvements, fixtures, equipment and utility systems, which may now or hereafter exist on or in the Golf Course. The Operator shall provide for such ordinary repairs, replacements, rebuilding and restoration as may be required in compliance with this Agreement. All such replacements, rebuilding and

restoration, but not repair, shall be approved in writing by the City prior to implementation. Maintenance that would exceed the Annual Approved Budgeted amount shall be approved in writing by the City prior to implementation.

- 5.3 Improvements. Any improvements, additions, alterations or changes (collectively, "Improvements") to the Golf Course facility, shall be subject to written approval by the City, prior to the commencement of the improvements work. Securing of applicable permits and compliance with such terms and conditions as may be imposed by the City and may be reimbursable under this Agreement.
- 5.4 City Ownership. Except for leased equipment and proprietary property of the Operator, the ownership of all Golf Course structures, buildings, equipment or improvements thereto or thereon, merchandise, golf hand carts and Golf Course maintenance equipment constructed or acquired by the City, or by Operator on behalf of the City, and all alterations, additions or betterments thereto, shall remain with and be owned by the City.
- 5.5 Inventories. The Operator and the City shall jointly inventory City-owned equipment following a mutually agreeable schedule, but no less than every two years.
- 5.6 Inspections. The City may conduct both scheduled and unscheduled inspections of the Golf Course without interrupting the normal operations. The City shall retain a written report of such inspections for reference and a copy of the report shall be forwarded to the Operator. The Operator shall review the report and prepare a written response to the noted exceptions and findings within fifteen (15) days of the receipt of the report, including contemplated courses of action to correct the noted exceptions and findings. After consulting with the Director or designee, the Operator shall take corrective action suggested by the Director or designee.

6. OPERATING RESPONSIBILITIES.

- 6.1 Budget. The Operator shall submit to the City, for its review and approval, the Annual Budget for each Operating Year after the first Operating Year of this Agreement. The Budget for the first Operating Year will be provided by the City. Beginning in 2016, the Operator will submit a proposed Budget no later than a date to be determined each year under the Agreement for the upcoming calendar year (by way of example, the proposed Budget for Operating Year/calendar year 2016 by June 1 of 2015). The City shall approve, disapprove and adjust the proposed Budget a date to be determined each year as part of its budget process. Each proposed Budget shall be in a format acceptable to the City and shall include, but not be limited to, proposed Fees and Charges, the projected number of Operator employees, the projected number of rounds of golf played, and all projected revenues for the Golf Course and the proposed Direct Costs and expenses, identifying those that are paid by the Operator and reimbursed by the City. After consultation with Operator, the Director or designee shall have the authority to negotiate changes to the proposed Budget including, but not limited to, the projected revenue, projected costs and the method of cost allocation and marketing.
- 6.2 Annual Reports. Beginning on a date to be determined, and on or about February 2016th of each Operating Year during the Term, the Operator shall submit to the Director or designee, for his or her review and approval, an annual report ("Report"). Each Report shall include a description of the physical condition of the Golf Course and list any repairs or improvements made during the most recently concluded Operating Year. Each Report also shall include a detailed revenue, cost and expense report in a form acceptable to the City. Reports will be submitted by the Operator in written form and as electronic media using mutually agreeable software. If the Director or designee does not approve the Report, the Operator shall take all corrective action and submit a revised report to the Director or designee for review and approval. The Operator will include an Annual Report presentation to the City Council.

6.2a. A report of all inventories as of December 31st of each year shall be submitted to the Director or designee by January 15th of each year.

- 6.3 Monthly Reports. The Operator shall submit to the City, for its review and approval, on or before the twentieth (20th) day of the month following each month of operations under this Agreement, a detailed and complete Monthly Operating Report. Each Monthly Report shall include a summary regarding the physical condition of the Golf Course and any repairs or improvements made during the most recently concluded month, as well as a monthly inventory. Each Monthly Report also shall include a summary of the financial condition of the Golf Course including the revenue by category and course, the detailed categorized costs and other financial data as may be required by the City. The Operator shall provide additional information and documentation relating to any expense or income entry as the City may require. Monthly Reports will be submitted by the Operator in written form and as electronic media using mutually agreeable software.

6.3a. Other Reports. A Loss Report shall be submitted to the Finance Director or designee within forty-eight (48) hours for any loss of any asset or inventory, including cash, valued at \$100 or more which, as required by State law, will be reported to the State Auditor.

- 6.4 Compliance with Laws. The Operator shall comply with all municipal ordinances, all state and federal laws, and all regulations applicable to the operation of the Golf Course and the management services provided under this Agreement. The Operator will comply with all applicable laws and regulations applicable to management or service contracts that involve facilities financed with tax-exempt bonds under federal tax law.

6.4a. The Operator shall not knowingly permit any illegal activities to be conducted on or at the premises of the Golf Course. The Operator shall obtain all such required permits or licenses from the appropriate regulatory agency before undertaking any regulated activity.

- 6.5 This section intentionally left blank.

- 6.6 Compliance with Rules and Regulations. The Operator shall comply with all rules and regulations set forth in the Golf Course Standard Operating Procedures Manual and will enforce all such rules at the Golf Course.

- 6.7 Operator's Obligations to Refrain from Discrimination (Equality of Treatment).

The Operator agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding nondiscrimination and equal employment opportunities. The Operator shall not discriminate because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Operator with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

- 6.8 Signs. The Operator shall not post any signs at the Golf Course property including fence lines, without the prior approval of the City.

- 6.9 Marketing and Advertising. The Operator shall use its best efforts to maximize the public use of the Golf Course by effectively marketing and promoting the Golf Course to ensure financial and operating success. For each operating year, the Operator shall submit to the City as a part of the proposed Budget a complete marketing and advertising plan and shall include a year-end marketing and advertising report along with the Annual Report concerning all activities undertaken by the Operator with respect to the approved marketing and promotion plan for the applicable Operating Year. The City reserves all advertising rights associated with the Golf Course and Operator will purchase any advertising on behalf of the City.

- 6.10 Utilities. Upon commencement of the term of this Agreement, the City shall be responsible for arranging for the utility services required by the Golf Course, including, but not limited to, water, gas, electricity, sewer service and trash removal. The Operator will be responsible for all telephone, internet, cable and building security utilities. The Operator acknowledges that during the term of this Agreement there may be a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system or electrical apparatus or wires serving the Golf Course. Any expenses incurred by the Operator to correct any such defect, deficiency or impairment shall be a Direct Cost, aside from capital expenditures. The City will be responsible for any and all utility payments and or deposits required for utility services and such payments and or deposits will not be reimbursed as a Direct Cost.
- 6.11 Safety. The Operator shall immediately correct any unsafe conditions to the premises of the Golf Course, and/or notify the City of any potentially unsafe conditions, as well as any potentially unsafe practices occurring thereon. The Operator shall contact an emergency medical response provider as soon as reasonably possible after becoming aware of any person on or at any of the Golf Course who is in need of medical attention because of illness or injury. The Operator is required to contact the City immediately for any injuries sustained on the course and shall cooperate fully with the City in the investigation of any accidental injury or death occurring at the Golf Course and shall submit promptly to the Director or designee an accident report describing any injuries or deaths at the Golf Course. An incident log will be maintained at the Golf Course by the Operator.
- 6.12 Use of Facilities Restrictions. The Operator shall obtain from the Director or designee prior written approval of any events or activities not otherwise specifically provided for or authorized under the Agreement, or any extraordinary events or activities requiring the exclusive use of any of the Golf Courses or any portion thereof. The City retains exclusive use of the storage room enclosed within the top floor of the course Maintenance Building for storage and access of holiday decorations utilized within the city. City will contact Operator for any and all access needs with 24 hour notice. All content(s) will belong to the city and be maintained and insured by city.
- 6.13 Meetings. Representatives of the Operator and the City shall, at a minimum, meet monthly and at such other times as may be required by the City to review the Operator's performance under this Agreement, to review the monthly financial reports submitted by Operator, and discuss any problems or emerging issues.
- 6.14 Fees. Initially all Fees and Charges shall be the Current Fees and Charges schedule that have been approved by the City. Beginning with the Operator's submission of the proposed 2016 Budget on a date to be determined, the Operator shall propose Fees and Charges for the coming year to the Parks and Recreation Advisory Board for final recommendation to the City Council. The Operator, in the exercise of its professional judgment, shall recommend Fees and Charges at such rates that will best meet the goals of maximizing Golf Course net revenue and the positive golfing experience of golfers of all ages and skills. The City will review, revise as needed, and establish Fees and Charges for the upcoming operating year.

The Operator shall also propose for approval by the City: a) off-season fees for rounds of golf, cart fees, for all other golf services at the Golf Courses and/or temporarily lower fees, discounts, or promotional programs not identified within the Standard Operating Procedures Manual located within Exhibit D

These fees include all charges directly related to Golf Course operations including course fees, fees for classes and lessons, equipment fees and other usual Golf Course fees and charges paid by golfers. Retail pricing within the Pro Shop, equipment and supplies, are not included in Fees and Charges and shall be proposed by the Operator in its proposed Budget, or at other times, and shall be approved by the City without legislative approval.

If the Operator proposes an increase in the maximum fees authorized under this Agreement other than in the proposed Budget submission, the Operator shall submit such proposed changes to the City for approval at least ninety (90) days prior to the proposed implementation date.

The parties recognize that any increase in the maximum fees authorized under this Agreement can be approved by the Director or designee up to, but not exceeding the maximum fee approved in the City of Parks and Recreation Fees and Charges Schedule which is adopted by City Council by Ordinance. Any increase in fees to exceed the existing Fees and Charges Schedule shall be in the Operator's proposed Budget and shall be approved in advance by the City Council.

Except as specifically authorized in writing and by mutual agreement, employees of the Operator shall not receive discounts to the above listed fees.

6.14.1 Restaurant, and other Goods and Services. The Operator shall work with the restaurant lessee to coordinate the activities of the restaurant and the golf course.

6.15 Business License, and permits.

6.15.1 Business License and Permits. Operator shall obtain all necessary state and local licenses and permits necessary to conduct business at the Golf Course.

6.15.2 Reimbursed Direct Costs And Expenses. The City will reimburse Operator, as a Direct Cost, Snohomish County Department of Public Health permits and inspections, Washington State Department of Transportation Highway Signage Fees and other permits and fees directly related to the operation of the Golf Course and approved by the City in the Approved Budget. Any Operator legal and administrative costs associated with obtaining these licenses and permits must be approved in advance by the City. Any late charges or penalties incurred by the Operator that are associated with obtaining these licenses and permits will not be reimbursed by the City.

7. COSTS AND EXPENDITURES.

7.1 Direct Costs. All Direct Costs (the normal and ordinary costs of operating and maintaining the Golf Courses) shall be paid by the Operator from the Operator's bank account, and Operator shall be reimbursed by the City. The City will reimburse Direct Costs without mark-up or profit to the Operator, and such costs will include only the amount paid to unrelated persons as listed in the Operator's proposal response dated December 18, 2014. The amounts paid by the Operator for salaries, wages, compensation and benefits to its employees that are to be reimbursed by the City are required to be determined at fair market value and not be based upon any share of net profits from the operation of the Golf Courses. In addition, amounts paid by the Operator as compensation to its "executive" *personnel, including those "executives" located on site or offsite, are not to be reimbursed as Direct Costs but instead are to be included as part of the Management Fee provided in Section 8 below.* Subject to the above limitations, a Direct Cost shall be any cost which is directly related to the normal and ordinary staffing, operations or maintenance of the Golf Courses only when approved by the City in the Approved Budget or when proposed by the Operator and approved in writing by the City, including but not limited to the following:

- A. Operator employee salaries, wages and compensation.
- B. Operator's employee benefits including vacation, sick leave, health insurance, disability insurance and worker's compensation insurance.
- C. Employee Incentives and Bonuses. Employee incentives that comply with City policies are authorized and will be considered a Direct Cost. These incentives are to express employee appreciation, and are generally of minimal value (less than twenty-five dollars); the reimbursement request for any incentives that comply with City policies must be submitted on the appropriate form(s). Any other employee incentive or bonus will be excluded as a Direct Cost and will be paid at Operator's sole expense.
- D. Food for Operator Employees. Food provided to employees that complies with City policies is authorized and will be considered a Direct Cost. Generally food is only authorized as a Direct Cost if it is provided for employee training sessions that last 4 (four) hours or more and is in a location where it is impractical for employees to make individual arrangements for food. All other food provided to employees will be excluded as a Direct Cost and will be at the Operator's or employees sole expense.
- E. Personal Mileage Reimbursement. Reimbursement of Operator employee usage of personal cars for business purposes shall be considered a Direct Cost, up to the then current rate approved by the IRS. Operator employees requesting mileage reimbursement shall maintain and submit mileage/trip logs as may be required by the City. Mileage will be reimbursed at the current rate authorized by the IRS. The employee must submit with the reimbursement request a log of beginning and ending mileage and beginning and ending location and the business reason for the travel. City is not required to pay costs of an Operator employee commuting between home and work.
- F. Lease and/or rental of equipment.
- G. Repair and maintenance of golf and hand carts, irrigation systems and capital equipment.
- H. Uniforms, laundry and linens.
- I. Operating supplies, office supplies, cleaning supplies and other miscellaneous supplies.
- J. Audit. Performance or financial audits that may be required by the City.
- K. Advertising and marketing expenses.
- L. Travel. Travel for reasonable, necessary and normal business purposes is a Direct Cost, but must comply with City policies for reimbursement limits. These limits include flying coach on airlines; food and lodging is limited to the City's policy or General Services Administration (GSA.gov) Per Diem. Travel will only be reimbursed for Operator's employees, and not for any family or non-employees traveling with the employee.
- M. Telephone, postage and freight directly related to the operation of the Golf Course.
- N. Utilities including natural gas, water, electric power, telephone, garbage, recycling and trash collection which are direct costs of the golf operations whether paid by Operator or City.
- O. Parking lot maintenance.
- P. Washington State Business and Occupation taxes on the Direct Costs or reimbursement of same.
- Q. Refunds. Refunds will be expensed and not deducted from revenue, and will be reimbursed by the City.

7.2 Direct Cost Budget. The Direct Cost Budget is a portion of the Budget including inventory.

7.3 Excluded Operating Costs. Those operating costs that are paid by the City but are not included in the Direct Cost Budget include and are not limited to the following:

- A. Those maintenance and/or operating costs that are due to any reason beyond Operator's reasonable control, an occurrence of force majeure including, without limitation, acts of God, riots, strikes, fires, provided, however, that such expense shall

continue only during the pendency of the particular occurrence of force majeure. Such excluded costs must exceed Five thousand dollars and no cents (\$5,000.00) per incident, and these costs are subject to the prior approval of the Director or designee. If such costs do not exceed Five thousand dollars and no cents (\$5,000.00) per incident, they shall be treated as Direct Costs.

- B. Base Management Fees and Annual Growth Incentive Fee paid as part of this contract to the Operator.

- 7.4 Capital Expenditures. A Capital Expenditure is not a Direct Cost and must be approved by the Director or designee before it may be undertaken. The City may responsible for the cost of any Capital Expenditure. The City may request that the Operator contract for and make capital improvements and reimburse the Operator for these improvements per the Capital Budget and subject to applicable public works laws and procedures.

Any Capital Expenditures other than minor construction to be managed or implemented by Operator will be under a separate agreement between the City and the Operator or as an approved Amendment to this contract.

8. OPERATOR COMPENSATION.

- 8.1 Base Management Fee. During the term of the agreement, the City shall pay the Operator, an annual fee of Ninety-Six Thousand Dollars and No Cents (\$96,000.00) per year or on a monthly basis, a fixed amount of Eight Thousand Dollars and No Cents (\$8,000.00) per month (the "Management Fee"). The Management Fee for any partial month during the Term shall be made pro rata based upon the number of days in the month when this Agreement was in effect. For the purposes of pro rata calculations only it is agreed months will contain thirty (30) days. The City will pay the Management Fee by check mailed to the Operator within seven (7) working days (excluding City holidays) after receipt and City acceptance without contest or question of the Monthly Report and supported by an invoice from the Operator. Starting in year two, any increases to the Management Fee shall be based on the Seattle-Tacoma-Bremerton Consumer Price Index (CPI-W) for June with no less than zero percent (0%) and no greater than three percent (3%).

- 8.2 Annual Growth Incentive Fee

During the course of this Contract, the City shall pay the Operator an Annual Growth Incentive based on the financial performance of the golf course. The City shall pay the Operator a five percent (5%) annual growth incentive if Total Net Revenues exceed base level adjusted annually for inflation as the CPI identified in Section 8.1 of this Agreement. Total Net Revenues is total revenues excluding sales tax, admission tax and cost of goods sold from Merchandise and Lessons. The following table depicts a sample to be used to calculate the annual growth incentive. For calculation of the Annual Growth Incentive direct operating expenses will not exceed the approved annual budget.

Example

	2014	% Net	Base	2015 Est.	2016 Est.	2017 Est.	2018 Est.
Green Fees	584,344.43	100%	584,344.43	598,953.04	613,926.87	629,275.04	645,006.91
Golf Cart Rentals	165,940.02	100%	165,940.02	170,088.52	174,340.73	178,699.25	183,166.73
Merchandise	86,209.21	35%	30,173.22	30,927.55	31,700.74	32,493.26	33,305.59
Lessons		80%	-	2,000.00	2,050.00	2,101.25	2,153.78
Total	838,507.66		780,457.67	801,969.12	822,018.34	842,568.80	863,633.02
Net Revenue Growth				21,511.44	20,049.23	20,550.46	21,064.22
Annual Growth Incentive				1,075.57	1,002.46	1,027.52	1,053.21

Cost of Goods Assumptions

Merchandise	35%
Lessons	
Commissions	80%

8.2.1 Between Effective Date of the Contract and calendar year 2015, the Contractor will not receive an incentive payment. It will only receive its management fee (in addition to reimbursement of direct costs and merchandise cost of goods sold).

8.2.2 Incentive payments are made based on the prior year Net Revenue. Payment will be made by the end of the first quarter for the preceding calendar year, subsequent to the financial closeout and verification of the prior year's performance.

8.3 Payment Procedures.

8.3.1 After receipt from the Operator of applicable invoices that have been approved without contest and accepted by the City, the City shall reimburse the Operator by mailed check for Direct Costs by the Operator within fourteen (14) business days, excluding City holidays and weekends, after receipt of the Operator's invoices in a form approved by the City.

8.3.2 The Operator shall submit original copies of all bills and invoices. Each bill and invoice shall be approved and shall be signed by an Operator management employee.

8.4 Reimbursement Submittals. The Operator will submit receipts, invoices for all Direct Costs and expenses to the City according to a schedule that has been approved by the City. The City reserves the right to review all reimbursement submittals, seek justification from the Operator and once accepted by the City, issue a reimbursement.

Salary reimbursement requests must include by employee: name, total hours, pay rate, total

cost, and cost for each benefit (taxes, health insurance, etc.). The request must include a report from the Operator's payroll system that includes the above information.

8.4.1 At year-end, any reimbursement request must be separated by calendar year; any single request that includes expenses from two calendar years will not be reimbursed and returned to the Operator for resubmission as separate requests by year. To meet city's year-end close year-end reimbursement must be submitted within the first full week of January.

8.4.2 Reimbursement Summary. Each request shall include a summary that includes sub-totals listing each vendor, date paid, check number and amount. Attached to the summary will be the original invoice that was paid. A copy of the check must be attached to each invoice(s). Vendor invoices shall include detailed itemization and be on the vendor's letterhead or invoice with the vendor's name, address, etc., or if on an invoice form provided by the Operator, shall include identifying information and the vendor's signature.

8.4.3 Payment Approval and Certification. Prior to submission of any requests for reimbursement, the Operator shall provide a letter signed by the Operator's CEO that identifies all employees authorized to sign and approve reimbursement requests (on the summary page). Each summary invoice shall include a certification statement as follows:

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, services rendered or labor performed as described herein and the claim is a just, due and unpaid obligation against the City by the Operator, and I am authorized to authenticate and certify to said claim." The certification shall be signed and dated.

9. FINANCIAL AND ACCOUNTING PROCEDURES

9.1 Accounting Procedures. The Operator shall employ a method of accounting for all the revenues and expenses in connection with the operation of the Golf Courses in accordance with Generally Accepted Accounting Principles (GAAP), and that correctly and accurately reflect the gross receipts and disbursements received or made by the Operator from the operation of the Golf Courses. The Operator shall establish and implement adequate internal controls for this operation and all cashing and cash handling that comply with GAAP, and with the City's cash handling policies. The method of accounting, including bank accounts, established for the operation shall be separate from the accounting system used for any other business operated by the Operator.

9.2 Monthly Reports and Transactions. The Operator shall provide to the City a Monthly Report of the previous month's transactions and financial status of the Golf Courses.

9.2.1. Monthly Report. Within twenty (20) days of the end of each month, the Operator shall provide the City with a Monthly Report that includes the current month and year-to-date balance sheet, cash flow report, purchase records, inventory levels and income statement.

9.2.2. On a weekly basis and schedule provided by the City, the Operator will provide a copy of every bank deposit slip and a copy of every credit card batch settlement for the previous week, and a revenue report that separates the revenue by category and source approved by the City. Deposits must be made no less than indicated in the "Deposit Exception Certification" in Exhibit E.

9.2.3. After review of the above items, the City may request additional reports that detail previous transactions.

10. BUSINESS RECORDS.

10.1 Types of Records. The Operator shall keep and store within the city limits of Marysville, Washington the following records and documents:

- A. Regular books of account such as general ledgers;
- B. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
- C. Sales tax returns and checks and other documents proving payment of sums shown;
- D. Cash register tapes or computerized records for the identification of day-to-day sales;
- E. Logs showing the dates and times of greens usage and Golf Lessons at the Golf Course; and
- F. Any other accounting records that the City, in its sole discretion, deems necessary for proper reporting of receipts.
- G. All books and records will be turned over to the City after three (3) years for retention in City archives, in City-authorized storage boxes with a completed City archival form attached to each box as required and requested by the City Archivist.

10.2 Audit of Records. All documents, books and accounting records kept by the Operator pursuant to this Agreement shall be open for inspection by representatives of the City during usual business hours and at a location within the Marysville City limits during the term of this Agreement and for at least three (3) years thereafter. In addition, the City or its authorized representative may, from time to time, conduct an audit of the books of the operation of the Golf Courses and observe the operation of the business. The City will use its best efforts to minimize the interruption with the normal operation of the Golf Courses during any inspection or audit performed pursuant to the provisions of this section. The City and Operator will independently conduct and jointly conduct "surprise" cash and inventory audits as each deems appropriate. The results of the audits will be documented in a written report, a copy of which will be given to both parties.

10.3 Annual Financial Statements. The City may request and the Operator shall provide to the satisfaction of the City audits of financial statements and Golf Course operations. The audit shall be performed by independent certified public accountants or other persons designated by the City, and the cost of the audit shall be included as a Direct Cost of operation.

10.4 Public Records. All information obtained in connection with the City's inspections of the records or audits and all information submitted to the City may be or become subject to public inspection and/or reproduction as public records.

10.5 Loss of Assets. The Operator will provide the City with a report for any loss of assets (including cash) that exceeds \$100 (one hundred dollars). The report shall be submitted to the Director or designee within two (2) working days after discovery of the loss of the asset. The report shall be submitted on the City's Loss Report form as provide by the City and:

- 10.5.1 The exact or estimated amount of the loss.
- 10.5.2 Composition of the loss (cash/checks).
- 10.5.3 Date of the loss.
- 10.5.4 When and how the loss was discovered.
- 10.5.5 Whether it is known, who is responsible for the loss (and, if so, the name).
- 10.5.6 A copy of the police report shall be included in the report to the City.
- 10.5.7 Whether the loss is covered by insurance.

11. INSURANCE AND INDEMNITY.

11.1 Insurance.

- A. Worker's Compensation Insurance. The Operator shall keep in full force and effect at all times during the term of this Agreement worker's compensation insurance for all workers employed pursuant to this Agreement in compliance with RCW 51 and any applicable Federal statute. If any work is sublet, the Operator shall require its sub operator(s) similarly to provide worker's compensation insurance for all of the latter's employees unless all the employees are covered by the Operator.
- B. Liability Insurance. The Operator shall keep in full force and effect, at all times during the term of this Agreement, Commercial General Liability ("CGL") insurance using Insurance Services Office form CG0001(04-13) or the equivalent (including Premises/Operations, Products/Completed Operations, Personal Injury/Advertising Injury, Contractual Liability, Independent Contractors. Limits shall be not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Employer's Liability with limits not less than \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 aggregate. Liquor Liability with limits not less than \$2,000,000 each occurrence and \$2,000,000 aggregate. Commercial Automobile Liability using Insurance Services Office form CA0001 (03-10) or the equivalent providing coverage for owned autos (if any), non-owned autos and hired autos. Umbrella/Excess Liability insurance with limits not less than \$5,000,000 each occurrence and \$5,000,000 aggregate. Such policy shall provide limits in excess of Commercial General Liability, Employer's Liability and Commercial Automobile Liability. "The City of Marysville shall be included as an additional insured under each policy for liability caused in whole or in part by the Operator. Coverage shall be primary and non-contributory with any insurance or self-insurance maintained by the City. The City shall be additional insured for both ongoing and completed operations on the Commercial General Liability policy using Insurance Services Office forms CG 2010(04-13) and CG2037(04-13) or the equivalent.
- C. Property Insurance. The City shall insure or self-insure real property and personal property, including new buildings and additions under construction on City premises (but excluding land such as greens, fairways, trees and landscaping), inventory and mobile equipment (including leased mobile equipment) for the current replacement value thereof subject to various deductibles for the benefit of both the City and Operator. The City shall obtain from its property insurer a waiver of subrogation in favor of the Operator to the extent that property insurance applies to any loss. In addition, the City agrees to waive its rights of recovery for claims involving damage to City property in excess of \$1,000 for any loss within the applicable deductible amount. The Operator shall insure any personal property owned by the operator and kept on-site at the Golf Courses, is responsible for the cost of any insurance on Operator's personal property kept on-site at the Golf Courses, and such amount will not be a Direct Cost. The Operator hereby releases the City from any claim arising in any way from loss or damage to Operator's personal property.
- D. Commercial Crime Insurance. The Operator shall keep in full force and effect at all times during the term of this Agreement a Commercial Crime insurance policy in the amount of \$500,000 for employee dishonesty and coverage for theft, disappearance and destruction of or to monies or funds of, in or at the Golf Courses in an amount as dictated by the exposure at any given time.. All amounts set forth in herein shall be per occurrence and in the aggregate. The Operator also shall maintain such Employee Dishonesty on behalf of the City whereby in the event any officer, employee, agent or subcontractor of Operator embezzles, steals or otherwise fraudulently or improperly takes or obtains City funds, money or property, the City shall be reimbursed for the total amount of funds taken up to \$500,000per occurrence. Such policy shall be endorsed to include loss to "Client's Property" using Insurance Services Office form CR0401 (08-13) or the equivalent. City of Marysville shall also be included as a Loss Payee on the Employee Dishonesty Insurance.
- E. Evidence of Insurance. The Operator's professional insurance broker shall deliver to the City, in a timely manner, certificates of insurance and copies of declarations pages,

schedules of endorsements and additional insured policy provisions for all insurance required pursuant to this Agreement acceptable to the City. Each insurance policy required hereunder shall provide that cancellation shall not be made without 30 days (10 days with respect to cancellation for non-payment of premium) prior written notice to the City. Insurance Certification shall be issued to, and notice of cancellation/reinstatement may be mailed to:

City of Marysville
City Clerk
1049 State Avenue
Marysville, WA 98270

Insurance certification shall be mailed, or delivered electronically (as may notice of cancellation/reinstatement) by email to CityClerk@marysvillewa.gov facsimile transmission to 360-363-8042

All insurance required shall be provided by insurers authorized to provide insurance coverage in the State of Washington pursuant to RCW Chapter 48 and shall be rated by A.M. Best Company as an A(-) VII or better. Approval by the City of the insurance herein shall not limit, relieve or decrease the liability of the Operator.

- F. Cost of Insurance. The cost of the insurance required by this section and any deductible that the Operator pays for claims on the insurance required by in this Section (except claims less than \$1,000 involving damage to City property only to the extent to which Operator is responsible for the damage under subsection 11.1.C.) shall be Direct Costs and shall be borne by the City.

11.2 Indemnity.

- A. The Operator shall defend, protect, indemnify and hold the City, its officers, elected officials, volunteers, agents and employees from and against any and all suits, judgments, causes of action, claims, losses, demands, damages, liabilities, and expenses, including, but not limited to, attorney's fees and costs of litigation, resulting from death or injury to any person or damage or destruction of any property or property rights arising out of or relating to any act or omission of the Operator, its agents, subcontractors, or employees, or arising out of or relating to the work to be performed under this Agreement, including any breach of Operator's obligations herein. In the event a claim or legal action is covered by RCW 4.24.115, Operator's duty to indemnify and defend shall not extend to damages resulting from the City's sole negligence, and in the case of concurrent negligence shall apply to the extent of the negligence attributed to the Consultant, its employees, subcontractors and agents.
- B. The Operator shall defend, indemnify and hold harmless the City for any fines imposed by administrative regulatory bodies, except for fines resulting from and directly related to action for which the City is solely and completely responsible. In the event the City is only partially responsible for said action or inaction, the Operator shall defend, indemnify and hold harmless the City for the full amount of such fines.
- C. The City does not and shall not waive any rights against the Operator which it may have under this Section 11.2 because of the acceptance by the City of any of the insurance policies described in Section 11.1.
- D. The indemnity provisions in this Section 11.2 shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the operations of this Agreement, regardless of whether or not the insurance policies referred to herein shall have been determined to be applicable to any of such damages or claims for damages.
- E. The foregoing indemnity is specifically and expressly intended to, constitute a waiver of Operator's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Operator's employees.

- F. THE OBLIGATIONS UNDER THIS SECTION 11.2 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. OPERATOR AND THE CITY EACH REPRESENT THAT THIS SECTION WAS MUTUALLY NEGOTIATED AND AGREED UPON.

12. REPRESENTATIONS AND WARRANTIES.

- 12.1 Organization and Authority. As of the date of this Agreement and thereafter, the Operator hereby represents and warrants that (a) it is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in all other states where necessary in light of its business or properties and has all requisite power and authority to conduct its business and own its property utilized under this Agreement, (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement, (c) the execution, delivery and performance by the Operator under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by the Operator, and (d) this Agreement constitutes the legal, valid and binding obligation of the Operator and is enforceable against the Operator in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the rights of creditors generally.
- 12.2 No Conflict. As of the Effective Date and thereafter for the term of this Agreement, the Operator hereby represents and warrants that the execution, delivery and performance by the Operator of this Agreement does not and will not a) conflict with or violate any provision of its articles of incorporation or bylaws, b) result in a material breach or violation of any term or provision of, or constitute a material default under, any material agreement or instrument to which the Operator is a party or by which the Operator or any of its assets are bound, or c) contravene or constitute a material default under any provision of applicable law or regulation.
- 12.3 Accuracy of Representations Warranties. The representations and warranties contained in this Agreement do not contain any untrue statement of a material fact or omit any material fact necessary in order to make the statements contained herein not misleading or incomplete.
- 12.4 Survival of Representations and Warranties. The representations and warranties set forth by the Operator in this Article 12 shall survive the date of this Agreement and shall terminate only upon the sixth anniversary of the date of termination of this Agreement.

13. DEFAULT AND TERMINATION

- 13.1 Default. If Operator violates breaches or fails to keep or perform any term, provision, covenant or obligation under this Agreement, the City may provide the Operator with written notice specifying the failure or breach and providing a period of time determined by the City as reasonably necessary to cure the failure or breach. If Operator's breach relates to a monetary obligation, a reasonable time to cure will not exceed ten (10) days. If the Operator does not cure the breach or failure within the time required by the City's notice, Operator's breach will be a "Default". If the cure cannot reasonably be completed in the time provided by the City, Operator will not be in Default if a cure is commenced within the notice period and thereafter diligently pursued to timely completion. No waiver by the City of any Operator breach or Default hereunder shall be construed to be or act as a waiver of any subsequent breach or Default by the Operator.
- 13.2 City Remedies. If the Operator fails to cure any Default, the City shall have the following nonexclusive rights and remedies at its option: (1) to cure such Default on Operator's behalf and at Operator's sole expense and to charge Operator for all actual and reasonable costs and expenses incurred by City in effecting such cure; (2) to immediately terminate this Agreement upon written notice to Operator.
- 13.3 If there is an Operator Default, the City shall not be liable for damages by reason of termination or City entry onto the Golf Courses. The City may also avail itself of any other

remedy provided by law.

- 13.4 This Agreement may be terminated by the City without cause upon ninety (90) days' written notice to Operator. Operator will be paid for all Work performed prior to the termination date in accordance with the compensation provisions set forth in Section 8 herein. The City reserves the right to cancel this Agreement with cause, effective at a time of its choosing, by providing written notice of termination to Operator. Work in progress would be completed at the City's option.
- 13.5 This Agreement is contingent upon the City Council's appropriation of sufficient funds for the Work contemplated under this Agreement. In the event that sufficient funds are not appropriated for the Work, the City shall have the right to terminate the Agreement, effective immediately, without termination charge or other liability, by providing written notice of termination to Operator.

14. MISCELLANEOUS.

- 14.1 Entire Agreement. This Agreement and the documents expressly referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede any prior agreement or understanding among the parties with respect to such subject matter.
- 14.2 Severability. If any provision of this Agreement or the application of such provision to any party or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other parties or circumstances shall not be affected thereby.
- 14.3 Notices. All notices, requests, demands, consents and other communications required or permitted to be given by this Agreement shall be in writing and personally delivered or placed in the United States mail, properly addressed and with full postage prepaid, certified and return receipt requested. Such notices shall be deemed received at the earlier of (a) the date actually received, or (b) five (5) business days after such mailing. Such notices shall be sent to the parties at the following addresses, unless other addresses are furnished by appropriate notice:

If to the City, to:

City of Marysville
City Clerk
1049 State Avenue
Marysville, WA 98270

If to the Operator, to:

Premier Golf Centers, LLC
Bill Schickler
2466 Westlake Avenue North #8
Seattle, WA 98109

- 14.4 Assignment; Subcontract. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. Operator shall not assign any of its rights or delegate any of its duties under this Agreement to a third party unless a) the Director or designee gives his/her prior approval, in writing, of the third party contract prior to execution, and b) the third party contract is consistent and complies with the terms and conditions of this Agreement. For purposes of this Section, if Lessee is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Lessee's outstanding voting stock, shall constitute an assignment for the purposes of this Lease. If Lessee is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

- 14.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one in the same instrument.
- 14.6 Headings. The article and section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.
- 14.7 Governing Law and Venue. This Agreement shall be construed and enforced according to the laws of the State of Washington without regard to any otherwise governing principals of conflicts of laws. Venue for any action relating to or arising from this Agreement will be in the Superior Court of Snohomish County. This Agreement shall be construed neutrally and not in favor of or against any party.
- 14.8 Amendment. This Agreement shall not be modified or amended except by a written agreement executed by both of the parties.
- 14.9 Further Actions. Each party shall execute and deliver such other certificates, agreements and documents, and take such other actions, as may reasonably be required to carry out the provisions or the intent of this Agreement.

IN WITNESS THEREOF, City of Marysville and Operator have caused this Agreement to be executed by its proper officers on the dates shown below.

CITY OF MARYSVILLE

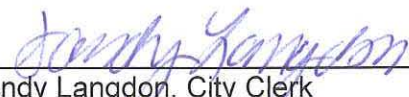


Jon Nehring, Mayor

2/20/15

Date

ATTEST BY:



Sandy Langdon, City Clerk

2/20/15

Date

APPROVED AS TO FORM:



Jon Walker, City Attorney

2-23-15

Date

PREMIER GOLF CENTERS, LLC



Signature

BILL SCHICKLER

Printed Name

PRESIDENT

Title

2/17/15

Date

EXHIBIT A
CEDARCREST GOLF COURSE OVERHEAD MAP



Property Description for Cedarcrest Golf Course

Parcel # 30052300300300

Address: 6810 84TH ST NE, MARYSVILLE, WA 98270-7818 SEC 23 TWP 30 RGE 05TH PTN OF SW1/4 & NW1/4 DAF BEG CONC MON AT CTR OF SEC 23 TH N00°00'47E ALG C/L FOR 163.31FT TO S LN GETCHELL HILL RD TH S88°32'29W ALG S LN SD RD 725.42FT TAP 1FT E OF CHAINLINK FENCE TPB TH S11°28'18E 123.37FT TH S18°08'49W 127.89FT TH S10°45'12W 326.41FT TH S02°39'20W 114.14FT TH S24°53'05W 160.57FT TH S15°49'47E 124.85FT TH S03°34'16W 83.64FT TH S 368.16FT TO S LN NE1/4 SW1/4 TH S87°26'07W ALG S LN TO E LN MARYSVILLE ARLINGTON HWY TH N ALG E LN SD HWY TO S LN GETCHELL HILL RD TH E ALG S LN SDRD TO TPB TGW SW1/4 SW1/4 & W 450FT OF SE1/4 SW1/4 LESS PTN DAF BEG SW COR SEC TH E TO E LN MAR-ARL RD TPB TH N ALG SD E LN 330FT TH E 570FT TH SELY TAP ONS LN SD SUB 1000FT E OF TPB TH W

TO TPB & LESS S 20FT THOF & LESS PTN LY WHN 76TH ST NE WHN PLAT OF MUNSON
CREEK ESTATES DIV 1 & TGW TH PTN NW1/4 DAF BEG SW COR NW1/4 TH N00*45 20E
ALG W LNSEC 217.50FT TO C/L GETCHELL HILL RD TH N89*15 20E ALG SD C/L 287.87FT
TH N00*4440W 20FT TO NLY MGN SD RD & TPB TH CONT N00*44 40W 200FT TH N89*15
20E225FT TH S00*44 40E 200FT TO NLY MGN SD RD TH S89*15 20W ALG SD RD 225FT
TO TPB LESS ADD'L R/W TO SNO CO PER DEED IN DED REC AF NO 9509290824 VOL
3078 PG 1530

EXHIBIT B
HOURS OF OPERATION to be negotiated

DATE	1 st Tee Time Weekday AM	1 st Tee Time Weekend AM	TWILITE STARTS PM	TWILITE LATE RATE PM	GOLF SHOP CLOSES PM
JANUARY 1 - JANUARY 15	7:45	7:45	1:00	1:00	4:00
JANUARY 16 - JANUARY 31	7:30	7:30	1:00	1:00	4:30
FEBRUARY 1 - FEBRUARY 15	7:00	7:00	1:00	1:00	5:00
FEBRUARY 16 - FEBRUARY 29	6:45	6:45	1:00	1:00	5:30
MARCH 1 - MARCH 8	6:30	6:30	2:00	4:00	6:00

SAVINGS TIME BEGINS DAYLIGHT

MARCH 9 - MARCH 31	6:45	6:45	3:30	5:30	7:30
APRIL 1 - APRIL 15	6:15	6:15	3:45	5:45	8:00
APRIL 16 - APRIL 30	6:00	6:00	4:15	6:15	8:15
MAY 1 - MAY 15	5:30	5:30	4:30	6:30	8:30
MAY 16 - MAY 31	5:30	5:15	5:00	7:00	9:00
JUNE 1 - JUNE 15	5:30	5:00	5:00	7:00	9:00
JUNE 16 - JUNE 30	5:30	5:00	5:00	7:00	9:00
JULY 1 - JULY 15	5:30	5:00	5:00	7:00	9:00
JULY 16 - JULY 31	5:30	5:30	5:00	7:00	9:00
AUGUST 1 - AUGUST 15	5:45	5:45	5:00	7:00	9:00
AUGUST 16 - AUGUST 31	6:00	6:00	4:30	6:30	8:30
SEPTEMBER 1 - SEPTEMBER 15	6:30	6:30	4:00	6:00	8:00
SEPTEMBER 16 - SEPTEMBER 30	6:45	6:45	3:00	5:00	7:00
OCTOBER 1 - OCTOBER 15	7:00	7:00	2:30	4:30	6:30
OCTOBER 16 - NOVEMBER 1	7:15	7:15	2:00	4:00	6:00

DAYLIGHT SAVINGS TIME ENDS

NOVEMBER 2 - NOVEMBER 15	7:00	7:00	1:00	1:00	4:45
NOVEMBER 16 - NOVEMBER 30	7:30	7:30	1:00	1:00	4:30
DECEMBER 1 - DECEMBER 15	7:45	7:45	1:00	1:00	4:00
DECEMBER 16 - DECEMBER 31	7:45	7:45	1:00	1:00	4:00

HOLIDAYS

JANUARY 1 (NEW YEARS DAY)
MAY 26 (MEMORIAL DAY)
JULY 4 (INDEPENDENCE DAY)
SEPTEMBER 3 (LABOR DAY)
NOV. 22/23 (THANKSGIVING)
DECEMBER 25th -CLOSED

PLEASE NOTE

* The Golf Shop doors open approximately 15 minutes before the day's first tee time.

** The first tee time is an approximation. Premier GC reserves the right to open earlier or later depending on weather and daylight conditions.

EXHIBIT C

CEDARCREST GOLF COURSE MAINTENANCE STANDARDS

The City expects that the Operator continue to operate and maintain the course with qualified personnel that maintain a Golf Course Superintendent Association of America (GCSAA) Class A certification or equivalent.

To perform course maintenance, a Golf Course Maintenance Superintendent, one assistant, and one to five greens keepers are to be employed at the golf course. Maintenance operations at golf courses include turf and landscape maintenance for approximately 99 acres of land as defined in the legal description.

Maintenance functions include:

- General golf maintenance
- Irrigation maintenance
- Equipment repair
- Small Project Construction

Turf and landscape maintenance involves mowing of tees, greens, fairways, roughs and entryways.

Turf maintenance also includes aerification, overseeding, and fertilizer and pesticide applications.

Daily golf maintenance includes moving tee markers, cutting putting green cups, servicing ball washers and trash containers, raking bunkers, and course inspection.

Irrigation maintenance includes service and repair of wells, pumping stations, piping, controllers, and heads. Additionally, closely monitoring, recording, and reporting water usage is a very important duty.

Golf maintenance staff will perform all equipment repairs and service, including oil changes and routine service, tire repairs, engine overhauls, reel and bedknife grinding, and equipment restoration work. All work and records are to be managed according to the City's Standard Operating Procedure Manual for Cedarcrest Golf Course.

Construction projects may include irrigation and drainage improvements, turf renovation, expanded teeing areas, and bunker reconstruction. Maintenance personnel also perform numerous odd job repairs to the Pro-Shop and other structures and course amenities. There are five (5) structures owned and maintained by the City of Marysville. These include the one Pro-Shop, one outdoor restroom, one restaurant (excluded), one maintenance shop and one pump house. The Golf Course Superintendent will oversee contractor repairs of these structures and their system at the respective golf courses.

Produce High Quality Golf Course

The major key to successful golf operation is the presentation of a product that is consistent with the demands of the golfers served. The City expect smooth greens, weed-free fairways and tees, and well-manicured bunkers and landscapes, maintained cart paths, clean facilities, courteous service, and excellent service.

The Golf Course Superintendent and maintenance staff will produce vibrant, healthy, manicured turf from tee to green, properly set up each course for daily play as needed, and make all repairs quickly, effectively and efficiently. The Superintendent will manage resources wisely to preserve the environment and effectively control costs. The Superintendent will follow all state mandates concerning water usage

and pesticide herbicide reporting and will maintain valid Washington State Pesticide Applicator licensing and maintain record of all pesticides applied on the course.

Additionally, the Superintendent will commit to continuous turf maintenance and agronomic education. Superintendent will assure fair and equitable course set up conducive to expected play patterns, based on weather, tournament and tee sheet scheduling, and anticipated play volume. Golf Course Superintendent will be expected to meet established criteria for mowing frequencies, turf coverage, greens speeds, weed and pest control, bunker maintenance, and irrigation and equipment maintenance. Superintendent will also be expected to maintain very good to excellent customer survey ratings.

Golf Professional, Superintendent and maintenance staff will assure clean, safe, and attractive pro shop and external grounds, including front parking area, food and beverage patio support, and cart fleet services and cart path network, to provide each individual customer with their respective needs.

EXHIBIT D

STANDARD OPERATING PROCEDURES MANUAL
CEDARCREST MUNICIPAL GOLF COURSE

The City's Standard Operating Procedures Manual will be provided to the Operator as a reference for Policy Governing Play, Standard Operational Procedures and will be updated by Operator with Pro Shop Controls and Maintenance Division Internal Controls within the first operating cycle of the Agreement

Exhibit E



DEPOSIT EXCEPTION CERTIFICATION

RCW 43.09.240

I, Jim Ballew as Director for Golf/Parks and Recreation request deposit exception as allowed under RCW 43.09.240 as stated below. Deposit exception will be as follows:

Deposits will be made a minimum of once a week during the off season, October through March. During the peak season, April through September, deposits will be a minimum of twice a week.

I CERTIFY THAT THE MONEY RECEIVED UNDER MY SUPERVISION IS HELD WITH PROPER SAFEKEEPING INCLUDING PROPER THEFT PROTECTION TO REDUCE RISK OF LOSS OF FUNDS.

Signature: _____

Date: _____

Department: _____

For Finance Use Only

City Treasurer Acceptance

Signature: _____

Date: _____

RCW 43.09.240

"Every public officer and employee of a local government shall keep all accounts of his or her office in the form prescribed and make all reports required by the state auditor. Any public officer or employee who refuses or willfully neglects to perform such duties shall be subject to removal from office in an appropriate proceeding for that purpose brought by the attorney general or by any prosecuting attorney.

Every public officer and employee, whose duty it is to collect or receive payments due or for the use of the public shall deposit such moneys collected or received by him or her with the treasurer of the local government once every twenty-four consecutive hours. The treasurer may in his or her discretion grant an exception where such daily transfers would not be administratively practical or feasible as long as the treasurer has received a written request from the department, district, or agency, and where the department, district, or agency certifies that the money is held with proper safekeeping and that the entity carries out proper theft protection to reduce risk of loss of funds. Exceptions granted by the treasurer shall state the frequency with which deposits are required as long as no exception exceeds a time period greater than one deposit per week.

In case a public officer or employee collects or receives funds for the account of a local government of which he or she is an officer or employee, the treasurer shall, by Friday of each week, pay to the proper officer of the local government for the account of which the collection was made or payment received, the full amount collected or received during the current week for the account of the district."



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Mayor's Business**

SUBJECT: Re-appointment of Brooke Hougan and Sharon Kanehan to the Parks Advisory Board.

SUGGESTED ACTION: Recommended Motion: I move to confirm the Parks Advisory Board re-appointments.

SUMMARY: Mayor Nehring is requesting that City Council confirm the following re-appointments to the Parks, Culture, and Recreation Advisory Board:

Brooke Hougan and Sharon Kanehan, serving 3-year appointment terms expiring in 2028.

ATTACHMENTS:

[Appointment to Parks Board - Brooke Hougan.doc](#)
[Appointment to Parks Board - Sharon Kanehan.doc](#)



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint BROOKE HOUGAN as a member of the PARKS, CULTURE, AND RECREATION BOARD of the City of Marysville, pursuant to the Marysville Municipal Code 2.51; dated this 24th day of February, 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PARKS, CULTURE, AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 24th day of February, 2025

BROOKE HOUGAN

This term of appointment expires on the 28th day of February, 2028.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint SHARON KANEHAN as a member of the PARKS, CULTURE, AND RECREATION BOARD of the City of Marysville, pursuant to the Marysville Municipal Code 2.51; dated this 24th day of February, 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PARKS, CULTURE, AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 24th day of February, 2025

SHARON KANEHAN

This term of appointment expires on the 28th day of February, 2028.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 24, 2025

SUBMITTED BY: Jennifer Stapleton, Executive

ITEM TYPE: Mayor's Business

AGENDA SECTION: **Mayor's Business**

SUBJECT: Consider cancelling the March 10, 2025, Council meeting and set a special meeting for March 17, 2025

SUGGESTED ACTION: Recommended Motion: I move to cancel the March 10, 2025, meeting and set a special meeting for March 17, 2025

SUMMARY: Council members will be out-of-town for meetings the week of March 10th and therefore a quorum will not be available. The Mayor requests that Council consider cancelling the March 10th meeting and set a special meeting for March 17th.

ATTACHMENTS: